

# **Tender Document**



## **DIRECTORATE OF SOCIAL WELFARE, GOALGHAR, SRI VIJAYA PURAM**

**Tender Document for inviting financial bids from  
Empaneled Agencies for conducting Social Impact  
Assessment (SIA) Study for Trunk Infrastructure at Great  
Nicobar Islands (GNI)**

**Project Proponent:** - Andaman & Nicobar Islands Integrated  
Development Corporations Ltd. (ANIIDCO)

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**SECTION - I**

- INTRODUCTION:-**

**1.1 Andaman** & Nicobar Administration, under the guidance of Island Development Agency and NITI Aayog, have undertaken the project of holistic development for the Great Nicobar Islands (GNI). **ANIIDCO** (Andaman & Nicobar Islands Integrated Development Corporation Ltd) has been appointed as **Project Proponent**.

**1.2 NITI** Aayog is engaged in the holistic development of identified islands of India. As a part of this endeavor, they will undertake the GNI project with an area of 910 sq.km, as it is one of the largest islands of the A & N archipelago.

**1.3** ANIIDCO has submitted an Environmental Impact Assessment (EIA) report to Ministry of Environment Forest and Climate Change (MoEF&CC) for obtaining consolidated environmental and Coastal Regulation Zone (CRZ) clearance for the Project. Approximately, **90.935** of private revenue land out of **555.607** Ha, is being proposed to be acquired for town infrastructure The affected villages in the Trunk Infrastructure project are Campbell bay, Gandhi Nagar, Jogindher Nager, Govind Nagar , Laxmi Nagar, Vijay Nagar.

Sl. No.	Name of the Village	Private Land (per Ha.)
1	Campbell Bay	0.719
2	Gandhi Nagar	21.533
3	Jogindher Nagar	13.506
4	Govind Nagar	23.102
5	Laxmi Nagar	17.072
6	Vijay Nagar	15.003
Total Area		90.935

**SECTION – II**

**KEY DETAILS**

Sl.No.	PARTICULARS	DESCRIPTION
•	Project Proponent	ANIIDCO
•	Name of Project	Social Impact Assessment (SIA) Study for Trunk Infrastructure at Great Nicobar Islands (GNI)
•	Location of Project Assignments	Great Nicobar Islands (GNI)
•	Name of the Villages	<ul style="list-style-type: none"><li>• Campbell Bay</li><li>• Gandhi Nagar</li><li>• Jogindher Nagar</li><li>• Vijay Nagar</li><li>• Govind Nagar</li><li>• Laxmi Nagar</li></ul>
•	Period of SIA Study	03 months
•	Empaneled Agencies (04)	<ul style="list-style-type: none"><li>• Voyants Solution Pvt. Ltd, Gurugram, Haryana</li><li>• SR Asia, Ghaziabad, Uttar Pradesh</li><li>• Atlas Management Consultancy Services Pvt. Ltd., Ranchi, Jharkhand</li><li>• Probe Research and Social Development Pvt. Ltd., Rohini, Delhi</li></ul>
•	Communication Personnel	Shri. Ashok Kumar Biswas, PO (JH) Dte. of Social Welfare, Goalghar, South Andaman, 744101 03192-244386, 9933283106 <a href="mailto:akbiswas.1968@and.nic.in">akbiswas.1968@and.nic.in</a>

**SECTION - III**

**CRITICAL DATE SHEET**

The below mentioned table depicts the critical date sheet for the date and time of opening and closing of Tender Bid:-

Sl.no.	Particulars	Duration
1.	Tender Publication Date on ( <a href="http://www.eprocure.andaman.gov.in">www.eprocure.andaman.gov.in</a> ) & ( <a href="http://www.andaman.gov.in">www.andaman.gov.in</a> )	19 <sup>th</sup> Feb 2025
2.	Pre bid Meetings	20 <sup>th</sup> Feb 2025
3.	Reply to Queries	25 <sup>th</sup> Feb 2025
3.	Last date & time for submission of Bid	12 <sup>th</sup> Mar 2025, 02:00 PM
4.	Date & time for opening of Bid	12 <sup>th</sup> Mar 2025 03:00 PM
5.	The Venue for Tender opening	Directorate of Social Welfare, Goalghar - 744103

## **SECTION - IV**

### **NOTICE INVITING TENDER**

#### **INVITING FINANCIAL BIDS FROM EMPANELLED SOCIAL IMPACT ASSESSMENT AGENCIES WITH DIRECTORATE OF SOCIALWELFARE, UNDER A & N ADMINISTRATION**

### **INFORMATION DOCUMENT**

The Directorate of Social Welfare , Andaman & Nicobar Administration, invites financial bid quotations through e-procurement of A & N Islands, from the **empaneled firms** with Directorate of Social Welfare , Andaman & Nicobar Administration, who would be interested to carry out Social Impact Assessment Study for the land proposed to be acquired for Trunk Infrastructure at Great Nicobar Islands (GNI) as per the “Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013” and “Andaman & Nicobar Islands Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (Social Impact Assessment and Consent) Rules, 2018”.

Tender documents containing the details of scope of work, project timeline, general condition, financial bid etc, which can be downloaded from the website **[www.eprocure.andaman.gov.in](http://www.eprocure.andaman.gov.in)**. Further details, if any, may be obtained from the Directorate of Social Welfare, Andaman & Nicobar Administration during working hours.

For any help/query, please contact the Shri. Ashok Kumar Biswas, PO (JH)

Dte. of Social Welfare, Goalghar, South Andaman, 744101, 03192-244386, 9933283106, [akbiswas.1968@and.nic.in](mailto:akbiswas.1968@and.nic.in)

**Director (Social Welfare)**

#### **To**

1. The Notice Board
2. The NO (IT) for publishing the e-tender at website [www.eprocure.andaman.gov.in](http://www.eprocure.andaman.gov.in) and in Department website.

#### **Copy to:**

1. The PS to Secretary (SW), A&N Administration for kind information please.

**Director (Social Welfare)**

## **SECTION - V**

### **SCOPE OF WORK**

- I. To conduct a Social Impact Assessment(SIA) Conduct a Social Impact Assessment by following all the procedures as per the (SIA) by following all the procedures as applicable Act, Rules as under:
  - A. The Right to Fair Compensation and sections there under Right to Fair Transparency in Land Acquisition, Compensation and Transparency in Rehabilitation and Resettlement Land Acquisition, Rehabilitation and RFCTLARR)Act,2013,
  - B. The Andaman and Nicobar Islands Right to Fair Compensation and Transparency In Fair Compensation and Transparency in Land Acquisition, Rehabilitation And Land Acquisition, Rehabilitation and Resettlement (Social Impact Resettlement (Social Impact Assessment Assessment) Rules,2018 and Consent) Rules,2018 published in Gazette No.274 Notified by Andaman and Nicobar Administration/Secretariat dated 30th August 2018.
  - C. The Andaman and Nicobar Islands Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (Compensation, Resettlement and Rehabilitation and Development Plan) Rules,2018 published in Gazette No.275 Notified by Andaman and Nicobar Administration/Secretariat dated 30<sup>th</sup> August 2018

Also, as per applicable Act, Rules as under,

- The Andaman and Nicobar Islands Protection of Aboriginal Tribes) Regulation,1956 published by Govt of India Gazette No.4 dated 30th June 1956
  - The Andaman and Nicobar Islands Protection of Aboriginal Tribes)Rules, 1957 published by Office of Chief Commissioner,Andaman and NicobarGazette No. Nil dated 21st April 1957.
  - The Andaman and Nicobar Islands (Tribal Councils) Regulation,2009 published by, Andaman and Nicobar Administration Secretariat dated 17th March 2010
  - The Andaman and Nicobar Islands (Protection of Aboriginal Tribes) Amended Regulation,2012 published by Andaman and Nicobar Administration Gazette No.149 dated 09th July 2012
- II. To assess the applicability of Section 2(1), (2) and (3) as per the RFCTLARR Act, 2013 related to land acquisition, consent, compensation, rehabilitation and resettlement of the proposed project and to determine the purpose for which the land acquisition is carried out as per the provisions of the Section 2 of the, 2013 Act.
    - To conduct preliminary investigation for determination of social impact assessment and public purpose of the proposed project.
    - To determine the applicability of public hearing and if required, conduct public hearing as per the provisions of the Section 8 of Right to Fair Compensation and Transparency in Land Acquisition, Resettlement and Rehabilitation (Social Impact Assessment and Consent) Rules, 2018
    - To provide the details of applicable consent requirements, consent of Gram Sabha, Consent of Affected Land Owners, Roles and Responsibilities of U.T administration for Consent Processing and Requiring Body and provide assistance in the process.
  - III. To identify the extent of land, houses, settlements and other common properties are likely to be affected.
  - IV. To prepare a complete inventory of structures, affected families and persons for

preparing an estimate of the number of affected families, magnitude of land assets based on the actual holdings of the families and the number of families among them likely to be displaced physically or economically due to land acquisition.

- V. To examine whether the extent of land proposed for acquisition is the bare minimum necessity.
- VI. To find out whether an alternative site has been considered for the project.
- VII. To study the social impact of the project by covering both direct land loser Family as well as the indirectly affected Family due to loss of Common Property Resources (CPRs), socio-economic infrastructure etc. and the impact of these costs on the overall costs of the project vis-a-vis the benefits of the project;
- VIII. To Prepare and suggest guidelines for resettlement and rehabilitation plan for project-affected people
- IX. To make necessary correspondences with local authority for obtaining required details.
- X. To conduct survey of the project area, ground truthing of base map and prepare a final GIS map of the land extent of the project area (including the survey boundaries, settlements, infrastructure and natural resources).
- XI. The Social Impact Assessment Report shall be submitted in Form-II as in Annexure-VI and the Social Impact Management Plan should be submitted in Form-III as in Annexure-VII and all provisions and applicable schedules of the RFCTLARR Act, 2013



SECTION – VI

MAP SHOWING TRUNK INFRASTRUCTURE OUTLINES THROUGH CAMPBELL BAY, GANDHI NAGAR, JOGINDER NAGAR, GOVIND NAGAR, LAXMI NAGAR & VIJAY NAGAR

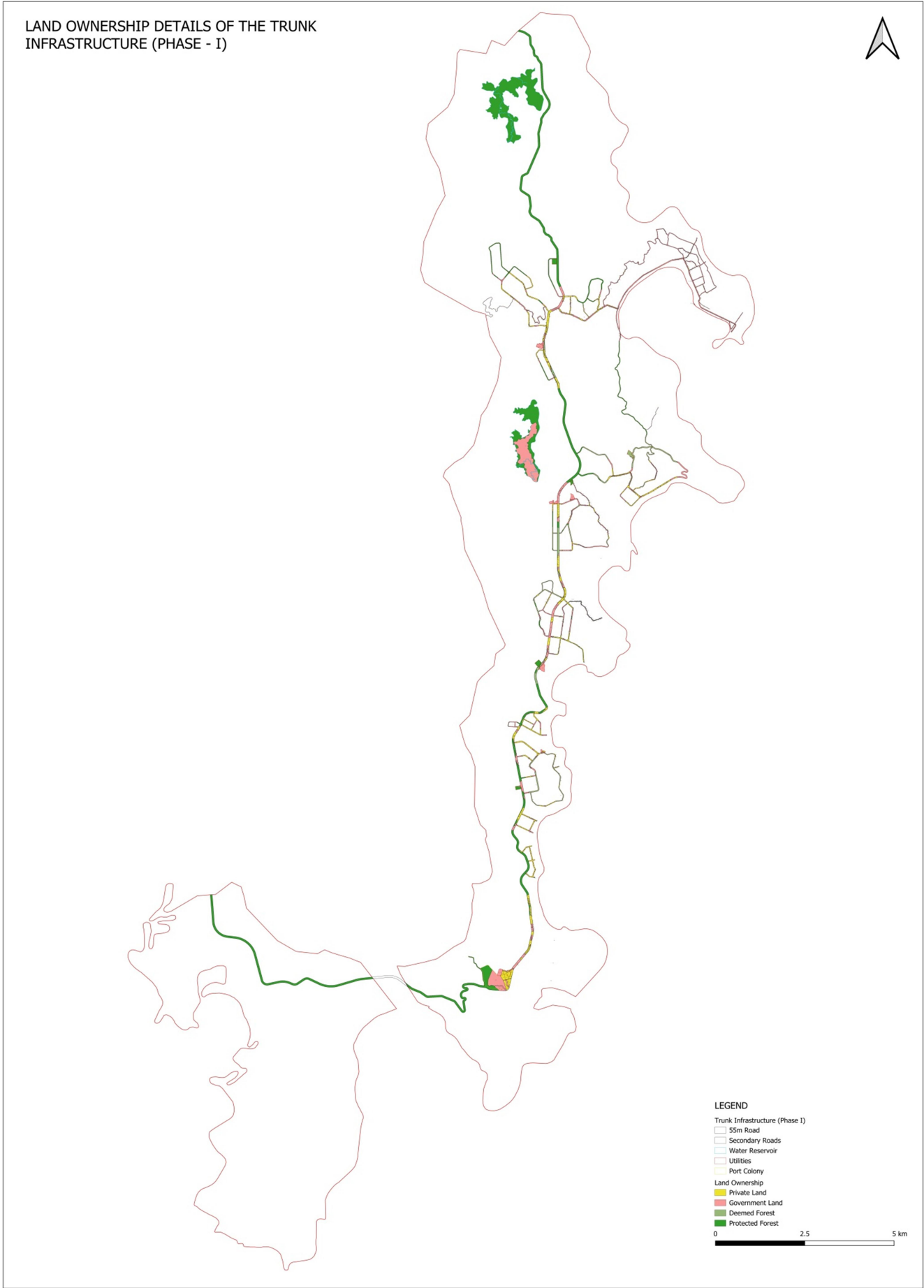


Table depicting the Survey Numbers for the

**Private land area (90.935 Ha) of Nicobar District, at Great Nicobar Island**  
**Village - Campbell bay, Gandhi Nagar, Jogindher Nager, Govind Nagar,**  
**Laxmi Nagar & Vijay Nagar**

<b>Trunk Infrastructure (Phase I)</b>	<b>Revenue Village</b>	<b>Survey Numbers affected</b>	<b>Area in Ha</b>
55m Road	Vijay Nagar	35	0.737
55m Road	Vijay Nagar	36	0.4
55m Road	Vijay Nagar	37	0.434
55m Road	Vijay Nagar	53	0.67
55m Road	Vijay Nagar	170	0.827
55m Road	Vijay Nagar	389	0.007
55m Road	Vijay Nagar	195	0.017
55m Road	Vijay Nagar	183	0.344
55m Road	Vijay Nagar	186	0.481
55m Road	Vijay Nagar	181	0.57
55m Road	Vijay Nagar	232	0.016
55m Road	Vijay Nagar	234	0.041
55m Road	Vijay Nagar	229	0.03
55m Road	Vijay Nagar	228	0.01
55m Road	Vijay Nagar	225	0.026
55m Road	Vijay Nagar	224	0.005
55m Road	Vijay Nagar	223	0
55m Road	Vijay Nagar	413	0.013
55m Road	Vijay Nagar	410	0.009
55m Road	Vijay Nagar	409	0.006
55m Road	Vijay Nagar	406	0.015
55m Road	Vijay Nagar	400	0.003
55m Road	Vijay Nagar	390	0.004
55m Road	Vijay Nagar	391	0.003
55m Road	Vijay Nagar	388	0.002
55m Road	Vijay Nagar	380	0.005
55m Road	Vijay Nagar	381	0.005
55m Road	Vijay Nagar	388	0
55m Road	Vijay Nagar	379	0.055
55m Road	Vijay Nagar	384	0.005
55m Road	Vijay Nagar	383	0.012
55m Road	Vijay Nagar	459	0.035
55m Road	Vijay Nagar	280	0.001
55m Road	Vijay Nagar	324	0.148
55m Road	Vijay Nagar	314	0.215
55m Road	Vijay Nagar	341	0
55m Road	Vijay Nagar	344	0.052
55m Road	Vijay Nagar	345	0.003
55m Road	Vijay Nagar	344	0.003
55m Road	Vijay Nagar	348	0.004
55m Road	Vijay Nagar	347	0.002
55m Road	Vijay Nagar	524	0.046
55m Road	Vijay Nagar	553	0.027
55m Road	Vijay Nagar	26	0.001
55m Road	Vijay Nagar	28	0.541
55m Road	Vijay Nagar	555	0.228
55m Road	Vijay Nagar	241	0.443
55m Road	Vijay Nagar	240	0.291
55m Road	Vijay Nagar	238	0.06
55m Road	Vijay Nagar	343	0
55m Road	Vijay Nagar	245	0.507

55m Road	Vijay Nagar	283	0.741
55m Road	Vijay Nagar	279	0.148
55m Road	Vijay Nagar	336	0.167
55m Road	Vijay Nagar	334	0.149
55m Road	Vijay Nagar	332	0.163
55m Road	Vijay Nagar	332	0.004
55m Road	Vijay Nagar	329	0.351
55m Road	Vijay Nagar	327	0.39
55m Road	Vijay Nagar	299	0.25
55m Road	Vijay Nagar	302	0.47
55m Road	Vijay Nagar	305	1.198
55m Road	Vijay Nagar	316	0.245
55m Road	Vijay Nagar	514	0.014
55m Road	Vijay Nagar	510	0.198
55m Road	Vijay Nagar	537	0.276
55m Road	Vijay Nagar	480	0.125
55m Road	Vijay Nagar	482	0.206
55m Road	Vijay Nagar	483	0.165
55m Road	Vijay Nagar	486	0.133
55m Road	Vijay Nagar	488	0.112
55m Road	Vijay Nagar	227	0
55m Road	Vijay Nagar	342	0
55m Road	Vijay Nagar	311	0.297
55m Road	Laxmi Nagar	19	0.093
55m Road	Laxmi Nagar	20	0.309
55m Road	Laxmi Nagar	21	0.229
55m Road	Laxmi Nagar	22	0.056
55m Road	Laxmi Nagar	26	0.629
55m Road	Laxmi Nagar	44	0.023
55m Road	Laxmi Nagar	46	0.13
55m Road	Laxmi Nagar	35	0.126
55m Road	Laxmi Nagar	52	0.281
55m Road	Laxmi Nagar	49	0.512
55m Road	Laxmi Nagar	82	0.103
55m Road	Laxmi Nagar	87	0.11
55m Road	Laxmi Nagar	85	0.445
55m Road	Laxmi Nagar	109	0.051
55m Road	Laxmi Nagar	285	0.76
55m Road	Laxmi Nagar	81	0.624
55m Road	Laxmi Nagar	133	0
55m Road	Laxmi Nagar	280	1.234
55m Road	Jogindher Nagar	256	0.027
55m Road	Jogindher Nagar	262	0.048
55m Road	Jogindher Nagar	254	0.434
55m Road	Jogindher Nagar	253	0.476
55m Road	Jogindher Nagar	246	0.487
55m Road	Jogindher Nagar	245	0.305
55m Road	Jogindher Nagar	238	0.374
55m Road	Govind Nagar	244	0.118
55m Road	Govind Nagar	240	0.4
55m Road	Govind Nagar	186	0.211
55m Road	Govind Nagar	195	0.208
55m Road	Govind Nagar	197	0.237
55m Road	Govind Nagar	199	0.127
55m Road	Govind Nagar	205	0.233
55m Road	Govind Nagar	207	0.143
55m Road	Govind Nagar	209	0.636
55m Road	Govind Nagar	212	0.831

55m Road	Govind Nagar	182	0.22
55m Road	Govind Nagar	242	0.235
55m Road	Govind Nagar	247	1.398
55m Road	Govind Nagar	248	0.394
55m Road	Govind Nagar	250	0.016
55m Road	Govind Nagar	284	0.018
55m Road	Govind Nagar	249	0.657
55m Road	Govind Nagar	302	0.324
55m Road	Govind Nagar	243	0.44
55m Road	Govind Nagar	222	0.154
55m Road	Govind Nagar	220	0.204
55m Road	Govind Nagar	300	0.157
55m Road	Govind Nagar	224	1.311
55m Road	Gandhi Nagar	156	0.581
55m Road	Gandhi Nagar	281	0.525
55m Road	Gandhi Nagar	347	1.099
55m Road	Gandhi Nagar	350	0.499
55m Road	Gandhi Nagar	282	0.895
55m Road	Gandhi Nagar	18	0.085
55m Road	Gandhi Nagar	19	0.14
55m Road	Gandhi Nagar	22	0
55m Road	Gandhi Nagar	29	0.008
55m Road	Gandhi Nagar	32	0.053
55m Road	Gandhi Nagar	65	0.502
55m Road	Gandhi Nagar	67	0.123
55m Road	Gandhi Nagar	70	0.095
55m Road	Gandhi Nagar	71	0.124
55m Road	Gandhi Nagar	73	0.095
55m Road	Gandhi Nagar	74	0.108
55m Road	Gandhi Nagar	76	0.103
55m Road	Gandhi Nagar	78	0.109
55m Road	Gandhi Nagar	81	0.095
55m Road	Gandhi Nagar	83	0.063
55m Road	Gandhi Nagar	85	0.055
55m Road	Gandhi Nagar	87	0.057
55m Road	Gandhi Nagar	88	0.132
55m Road	Gandhi Nagar	89	0.121
55m Road	Gandhi Nagar	92	0.119
55m Road	Gandhi Nagar	93	0.092
55m Road	Gandhi Nagar	96	0.097
55m Road	Gandhi Nagar	97	0.061
55m Road	Gandhi Nagar	100	0.086
55m Road	Gandhi Nagar	101	0.101
55m Road	Gandhi Nagar	106	0.099
55m Road	Gandhi Nagar	118	0.001
55m Road	Gandhi Nagar	119	0.001
55m Road	Gandhi Nagar	121	0.004
55m Road	Gandhi Nagar	122	0.005
55m Road	Gandhi Nagar	125	0.001
55m Road	Gandhi Nagar	130	0.003
55m Road	Gandhi Nagar	133	0.006
55m Road	Gandhi Nagar	138	0.004
55m Road	Gandhi Nagar	137	0.003
55m Road	Gandhi Nagar	142	0.009
55m Road	Gandhi Nagar	145	1.303
55m Road	Gandhi Nagar	230	0.157
55m Road	Gandhi Nagar	232	0.142
55m Road	Gandhi Nagar	234	0.141

55m Road	Gandhi Nagar	236	0.15
55m Road	Gandhi Nagar	238	0.164
55m Road	Gandhi Nagar	240	0.662
55m Road	Gandhi Nagar	242	0.154
55m Road	Gandhi Nagar	252	0.265
55m Road	Gandhi Nagar	216	0
55m Road	Gandhi Nagar	219	0.016
55m Road	Gandhi Nagar	220	0.051
55m Road	Gandhi Nagar	222	0.093
55m Road	Gandhi Nagar	224	0.162
55m Road	Gandhi Nagar	225	0.18
55m Road	Gandhi Nagar	228	0.131
55m Road	Gandhi Nagar	273/2	0.033
Secondary Roads	Vijay Nagar	10	0.063
Secondary Roads	Vijay Nagar	7	0.027
Secondary Roads	Vijay Nagar	191	0
Secondary Roads	Vijay Nagar	181	0.098
Secondary Roads	Vijay Nagar	178	0.202
Secondary Roads	Vijay Nagar	176/3	0.071
Secondary Roads	Vijay Nagar	175	0.196
Secondary Roads	Vijay Nagar	259/2	0.047
Secondary Roads	Vijay Nagar	257	0.204
Secondary Roads	Vijay Nagar	176/2	0.022
Secondary Roads	Vijay Nagar	176/4	0.044
Secondary Roads	Vijay Nagar	12	0.366
Secondary Roads	Vijay Nagar	18	0.33
Secondary Roads	Vijay Nagar	26	0.069
Secondary Roads	Vijay Nagar	254	0.103
Secondary Roads	Campbell Bay	134	0.003
Secondary Roads	Campbell Bay	135	0.004
Secondary Roads	Campbell Bay	136	0.004
Secondary Roads	Campbell Bay	137	0.003
Secondary Roads	Campbell Bay	138	0.002
Secondary Roads	Campbell Bay	139	0.01
Secondary Roads	Campbell Bay	146	0.01
Secondary Roads	Campbell Bay	147	0
Secondary Roads	Campbell Bay	148	0.008
Secondary Roads	Campbell Bay	149	0.008
Secondary Roads	Campbell Bay	150	0.005
Secondary Roads	Campbell Bay	151	0.004
Secondary Roads	Campbell Bay	164	0.027
Secondary Roads	Campbell Bay	164	0.021
Secondary Roads	Campbell Bay	164	0.025
Secondary Roads	Campbell Bay	167	0.017
Secondary Roads	Campbell Bay	167	0.052
Secondary Roads	Campbell Bay	122	0.023
Secondary Roads	Campbell Bay	122	0
Secondary Roads	Campbell Bay	122	0.006
Secondary Roads	Campbell Bay	174	0
Secondary Roads	Campbell Bay	174	0.007
Secondary Roads	Campbell Bay	166	0.016
Secondary Roads	Campbell Bay	166	0
Secondary Roads	Campbell Bay	129	0.033
Secondary Roads	Campbell Bay	129	0.133
Secondary Roads	Campbell Bay	13	0
Secondary Roads	Campbell Bay	19	0
Secondary Roads	Campbell Bay	118	0.055
Secondary Roads	Campbell Bay	116	0.114

Secondary Roads	Campbell Bay	116	0.04
Secondary Roads	Campbell Bay	62	0.004
Secondary Roads	Campbell Bay	63	0.007
Secondary Roads	Campbell Bay	64	0.013
Secondary Roads	Campbell Bay	65	0.009
Secondary Roads	Campbell Bay	66	0.012
Secondary Roads	Campbell Bay	67	0.008
Secondary Roads	Campbell Bay	51	0.004
Secondary Roads	Campbell Bay	52	0.003
Secondary Roads	Campbell Bay	53	0.004
Secondary Roads	Campbell Bay	56	0.004
Secondary Roads	Campbell Bay	57	0.004
Secondary Roads	Campbell Bay	58	0.005
Secondary Roads	Campbell Bay	47	0.003
Secondary Roads	Campbell Bay	48	0.003
Secondary Roads	Campbell Bay	49	0.006
Secondary Roads	Laxmi Nagar	277	0.048
Secondary Roads	Laxmi Nagar	39	0
Secondary Roads	Laxmi Nagar	46	0.239
Secondary Roads	Laxmi Nagar	35	0.71
Secondary Roads	Laxmi Nagar	42	0.215
Secondary Roads	Laxmi Nagar	52	0.232
Secondary Roads	Laxmi Nagar	53	0.204
Secondary Roads	Laxmi Nagar	65	0.286
Secondary Roads	Laxmi Nagar	54	0.006
Secondary Roads	Laxmi Nagar	55	0.221
Secondary Roads	Laxmi Nagar	56	0.398
Secondary Roads	Laxmi Nagar	64	0.598
Secondary Roads	Laxmi Nagar	63	0.157
Secondary Roads	Laxmi Nagar	49	0.056
Secondary Roads	Laxmi Nagar	107	0.5
Secondary Roads	Laxmi Nagar	109	0.197
Secondary Roads	Laxmi Nagar	105	0.186
Secondary Roads	Laxmi Nagar	104	0.167
Secondary Roads	Laxmi Nagar	101	0.298
Secondary Roads	Laxmi Nagar	118	0.021
Secondary Roads	Laxmi Nagar	100	0.42
Secondary Roads	Laxmi Nagar	116	0.5
Secondary Roads	Laxmi Nagar	123	0.138
Secondary Roads	Laxmi Nagar	123	0.434
Secondary Roads	Laxmi Nagar	124	0.017
Secondary Roads	Laxmi Nagar	124	0.263
Secondary Roads	Laxmi Nagar	125	0.037
Secondary Roads	Laxmi Nagar	179	0.036
Secondary Roads	Laxmi Nagar	180	0.023
Secondary Roads	Laxmi Nagar	185	0.008
Secondary Roads	Laxmi Nagar	191	0.009
Secondary Roads	Laxmi Nagar	194	0.033
Secondary Roads	Laxmi Nagar	195	0.037
Secondary Roads	Laxmi Nagar	197	0.012
Secondary Roads	Laxmi Nagar	200	0.214
Secondary Roads	Laxmi Nagar	203	0.001
Secondary Roads	Laxmi Nagar	242	0.105
Secondary Roads	Laxmi Nagar	141	0.154
Secondary Roads	Laxmi Nagar	258	0.187
Secondary Roads	Laxmi Nagar	255	0.014
Secondary Roads	Laxmi Nagar	279	0.293
Secondary Roads	Laxmi Nagar	278	0.156

Secondary Roads	Laxmi Nagar	276	0.121
Secondary Roads	Laxmi Nagar	282	0.253
Secondary Roads	Laxmi Nagar	296	0.05
Secondary Roads	Laxmi Nagar	296	0.367
Secondary Roads	Laxmi Nagar	295	0.168
Secondary Roads	Laxmi Nagar	291	0.36
Secondary Roads	Laxmi Nagar	290	0.465
Secondary Roads	Laxmi Nagar	127	0.216
Secondary Roads	Laxmi Nagar	183	0.054
Secondary Roads	Laxmi Nagar	156	0.097
Secondary Roads	Laxmi Nagar	155	0.049
Secondary Roads	Laxmi Nagar	235	0.001
Secondary Roads	Laxmi Nagar	233	0.001
Secondary Roads	Laxmi Nagar	230	0.001
Secondary Roads	Laxmi Nagar	106	0.017
Secondary Roads	Laxmi Nagar	144	0.199
Secondary Roads	Laxmi Nagar	146	0.117
Secondary Roads	Laxmi Nagar	264	0.265
Secondary Roads	Laxmi Nagar	268	0.029
Secondary Roads	Laxmi Nagar	261	0.189
Secondary Roads	Laxmi Nagar	259	0.188
Secondary Roads	Laxmi Nagar	280	0.086
Secondary Roads	Jogindher Nagar	279	0.094
Secondary Roads	Jogindher Nagar	278	0.031
Secondary Roads	Jogindher Nagar	277	0.021
Secondary Roads	Jogindher Nagar	275	0.054
Secondary Roads	Jogindher Nagar	271	0.004
Secondary Roads	Jogindher Nagar	268	0.051
Secondary Roads	Jogindher Nagar	243	0.086
Secondary Roads	Jogindher Nagar	248	0.014
Secondary Roads	Jogindher Nagar	251	0.044
Secondary Roads	Jogindher Nagar	256	0.079
Secondary Roads	Jogindher Nagar	262	0.143
Secondary Roads	Jogindher Nagar	253	0.071
Secondary Roads	Jogindher Nagar	246	0.159
Secondary Roads	Jogindher Nagar	245	0.103
Secondary Roads	Jogindher Nagar	238	0.342
Secondary Roads	Jogindher Nagar	238	0.145
Secondary Roads	Jogindher Nagar	128	0.443
Secondary Roads	Jogindher Nagar	284	0.011
Secondary Roads	Jogindher Nagar	280	0.151
Secondary Roads	Jogindher Nagar	93	0.01
Secondary Roads	Jogindher Nagar	93	0.285
Secondary Roads	Jogindher Nagar	221	0.01
Secondary Roads	Jogindher Nagar	9	0.236
Secondary Roads	Jogindher Nagar	24	0.311
Secondary Roads	Jogindher Nagar	27	0.06
Secondary Roads	Jogindher Nagar	31	0.152
Secondary Roads	Jogindher Nagar	33	0.122
Secondary Roads	Jogindher Nagar	18	0.293
Secondary Roads	Jogindher Nagar	29	0.015
Secondary Roads	Jogindher Nagar	151	0.105
Secondary Roads	Jogindher Nagar	152	0.119
Secondary Roads	Jogindher Nagar	157	0.105
Secondary Roads	Jogindher Nagar	160	0.096
Secondary Roads	Jogindher Nagar	164	0.19
Secondary Roads	Jogindher Nagar	144	0.381
Secondary Roads	Jogindher Nagar	144	0.01

Secondary Roads	Jogindher Nagar	79	0.198
Secondary Roads	Jogindher Nagar	80	0.387
Secondary Roads	Jogindher Nagar	74	0.459
Secondary Roads	Jogindher Nagar	16	0.085
Secondary Roads	Jogindher Nagar	12	0.01
Secondary Roads	Jogindher Nagar	12	0.061
Secondary Roads	Jogindher Nagar	217/6	0.044
Secondary Roads	Jogindher Nagar	61	0.416
Secondary Roads	Jogindher Nagar	45	0.194
Secondary Roads	Jogindher Nagar	45	0.025
Secondary Roads	Jogindher Nagar	46	0.165
Secondary Roads	Jogindher Nagar	14	0.086
Secondary Roads	Jogindher Nagar	48	0.233
Secondary Roads	Jogindher Nagar	49	0.108
Secondary Roads	Jogindher Nagar	52	0
Secondary Roads	Jogindher Nagar	137	0.272
Secondary Roads	Jogindher Nagar	165	0.072
Secondary Roads	Jogindher Nagar	133	0.02
Secondary Roads	Jogindher Nagar	136	0.054
Secondary Roads	Jogindher Nagar	10	0.205
Secondary Roads	Jogindher Nagar	55	0.12
Secondary Roads	Jogindher Nagar	55	0.135
Secondary Roads	Jogindher Nagar	134	0.363
Secondary Roads	Jogindher Nagar	287	0.066
Secondary Roads	Jogindher Nagar	286	0.007
Secondary Roads	Jogindher Nagar	125	0.088
Secondary Roads	Jogindher Nagar	285	0.222
Secondary Roads	Jogindher Nagar	208	0
Secondary Roads	Jogindher Nagar	210	0.143
Secondary Roads	Jogindher Nagar	291	0.006
Secondary Roads	Jogindher Nagar	124	0.165
Secondary Roads	Jogindher Nagar	118	0.262
Secondary Roads	Jogindher Nagar	121	0.054
Secondary Roads	Jogindher Nagar	121	0.1
Secondary Roads	Jogindher Nagar	213	0.096
Secondary Roads	Jogindher Nagar	93	0.119
Secondary Roads	Jogindher Nagar	101	0.047
Secondary Roads	Jogindher Nagar	99	0.48
Secondary Roads	Jogindher Nagar	99	0.222
Secondary Roads	Jogindher Nagar	109	0.524
Secondary Roads	Jogindher Nagar	217/1	0.013
Secondary Roads	Jogindher Nagar	217/2	0.014
Secondary Roads	Jogindher Nagar	217/3	0.038
Secondary Roads	Jogindher Nagar	217/4	0.085
Secondary Roads	Jogindher Nagar	217/5	0.071
Secondary Roads	Jogindher Nagar	30	0.01
Secondary Roads	Jogindher Nagar	53	0.258
Secondary Roads	Govind Nagar	118	0.014
Secondary Roads	Govind Nagar	111	0.01
Secondary Roads	Govind Nagar	306	0.149
Secondary Roads	Govind Nagar	308	0.017
Secondary Roads	Govind Nagar	309	0.024
Secondary Roads	Govind Nagar	309	0.003
Secondary Roads	Govind Nagar	316	0.064
Secondary Roads	Govind Nagar	323	0.052
Secondary Roads	Govind Nagar	326	0.025
Secondary Roads	Govind Nagar	330	0.027
Secondary Roads	Govind Nagar	338	0.002



Secondary Roads	Govind Nagar	319	0.009
Secondary Roads	Govind Nagar	474	0.001
Secondary Roads	Govind Nagar	220	0.027
Secondary Roads	Govind Nagar	9	0.142
Secondary Roads	Govind Nagar	12	0.124
Secondary Roads	Govind Nagar	17	0.007
Secondary Roads	Govind Nagar	25	0.062
Secondary Roads	Govind Nagar	26	0.182
Secondary Roads	Govind Nagar	42	0.002
Secondary Roads	Govind Nagar	45	0.022
Secondary Roads	Govind Nagar	46	0.039
Secondary Roads	Govind Nagar	48	0.042
Secondary Roads	Govind Nagar	83	0.185
Secondary Roads	Govind Nagar	85	0.164
Secondary Roads	Govind Nagar	76	0.121
Secondary Roads	Govind Nagar	76	0.097
Secondary Roads	Govind Nagar	72	0.139
Secondary Roads	Govind Nagar	89	0.004
Secondary Roads	Govind Nagar	68	0.078
Secondary Roads	Govind Nagar	91	1.039
Secondary Roads	Govind Nagar	91	0.886
Secondary Roads	Govind Nagar	54	0.167
Secondary Roads	Govind Nagar	133	0.015
Secondary Roads	Govind Nagar	133	0.495
Secondary Roads	Govind Nagar	119	0.014
Secondary Roads	Govind Nagar	119	0.006
Secondary Roads	Govind Nagar	139	0.194
Secondary Roads	Govind Nagar	143	0
Secondary Roads	Govind Nagar	74	0.186
Secondary Roads	Govind Nagar	146	0.256
Secondary Roads	Govind Nagar	153	0
Secondary Roads	Govind Nagar	231	0.056
Secondary Roads	Govind Nagar	228	0.342
Secondary Roads	Govind Nagar	240	0.178
Secondary Roads	Govind Nagar	235	0.323
Secondary Roads	Govind Nagar	235	0.034
Secondary Roads	Govind Nagar	238	0.038
Secondary Roads	Govind Nagar	239	0.025
Secondary Roads	Govind Nagar	195	0.281
Secondary Roads	Govind Nagar	199	0.185
Secondary Roads	Govind Nagar	205	0.265
Secondary Roads	Govind Nagar	203	0.061
Secondary Roads	Govind Nagar	249	0.338
Secondary Roads	Govind Nagar	287	0.172
Secondary Roads	Govind Nagar	290	0.265
Secondary Roads	Govind Nagar	290	0.357
Secondary Roads	Govind Nagar	99	0.002
Secondary Roads	Govind Nagar	99	0.178
Secondary Roads	Govind Nagar	310	0.067
Secondary Roads	Govind Nagar	310	0.191
Secondary Roads	Govind Nagar	311	0.038
Secondary Roads	Govind Nagar	313	0.038
Secondary Roads	Govind Nagar	320	0.134
Secondary Roads	Govind Nagar	320	0.137
Secondary Roads	Govind Nagar	322	0.029
Secondary Roads	Govind Nagar	322	0.075
Secondary Roads	Govind Nagar	325	0.037
Secondary Roads	Govind Nagar	327	0.078

Secondary Roads	Govind Nagar	327	0.067
Secondary Roads	Govind Nagar	329	0.085
Secondary Roads	Govind Nagar	332	0.153
Secondary Roads	Govind Nagar	332	0.262
Secondary Roads	Govind Nagar	337	0.155
Secondary Roads	Govind Nagar	337	0.001
Secondary Roads	Govind Nagar	340	0.115
Secondary Roads	Govind Nagar	413	0.001
Secondary Roads	Govind Nagar	410	0.047
Secondary Roads	Govind Nagar	302	0.128
Secondary Roads	Govind Nagar	302	0.503
Secondary Roads	Govind Nagar	401	0.012
Secondary Roads	Govind Nagar	398	0.002
Secondary Roads	Govind Nagar	390	0.004
Secondary Roads	Govind Nagar	368	0.025
Secondary Roads	Govind Nagar	374	0.081
Secondary Roads	Govind Nagar	442	0.329
Secondary Roads	Govind Nagar	471	0.002
Secondary Roads	Govind Nagar	473	0.005
Secondary Roads	Govind Nagar	222	0
Secondary Roads	Govind Nagar	220	0.006
Secondary Roads	Govind Nagar	44	0.07
Secondary Roads	Govind Nagar	51	0.048
Secondary Roads	Govind Nagar	88	0.377
Secondary Roads	Govind Nagar	88	0.088
Secondary Roads	Govind Nagar	55	0.002
Secondary Roads	Govind Nagar	113	0.107
Secondary Roads	Govind Nagar	102	0.014
Secondary Roads	Govind Nagar	295	0.006
Secondary Roads	Govind Nagar	293	0.011
Secondary Roads	Govind Nagar	307	0.212
Secondary Roads	Govind Nagar	314	0.122
Secondary Roads	Govind Nagar	317	0.091
Secondary Roads	Govind Nagar	317	0.033
Secondary Roads	Govind Nagar	336	0.019
Secondary Roads	Govind Nagar	336	0.098
Secondary Roads	Govind Nagar	351	0.002
Secondary Roads	Govind Nagar	358	0.015
Secondary Roads	Govind Nagar	359	0.041
Secondary Roads	Govind Nagar	360	0.083
Secondary Roads	Govind Nagar	361	0.005
Secondary Roads	Govind Nagar	363	0.002
Secondary Roads	Govind Nagar	279	0
Secondary Roads	Govind Nagar	292	0.027
Secondary Roads	Govind Nagar	318	0.088
Secondary Roads	Govind Nagar	318	0.021
Secondary Roads	Govind Nagar	98	0.22
Secondary Roads	Gandhi Nagar	15	0.311
Secondary Roads	Gandhi Nagar	16	0.367
Secondary Roads	Gandhi Nagar	18	0.249
Secondary Roads	Gandhi Nagar	19	0.258
Secondary Roads	Gandhi Nagar	21	0.223
Secondary Roads	Gandhi Nagar	22	0.215
Secondary Roads	Gandhi Nagar	24	0.582
Secondary Roads	Gandhi Nagar	25	0.193
Secondary Roads	Gandhi Nagar	27	0.319
Secondary Roads	Gandhi Nagar	29	0.11
Secondary Roads	Gandhi Nagar	32	0.252

Secondary Roads	Gandhi Nagar	34	0.34
Secondary Roads	Gandhi Nagar	36/2	0.397
Secondary Roads	Gandhi Nagar	386	0
Secondary Roads	Gandhi Nagar	326	0
Secondary Roads	Gandhi Nagar	186	0
Secondary Roads	Gandhi Nagar	36/1/1	0.035
Secondary Roads	Govind Nagar	10	0.026
Secondary Roads	Govind Nagar	10	0.781
Secondary Roads	Govind Nagar	305	0
Secondary Roads	Govind Nagar	305	0
Secondary Roads	Govind Nagar	305	0.246
Secondary Roads	Govind Nagar	305	0.126
Secondary Roads	Govind Nagar	305	0.45
Utilities	Laxmi Nagar	158	0.234
Utilities	Jogindher Nagar	238	0.007
Utilities	Govind Nagar	195	0
Utilities	Gandhi Nagar	279	0.609
Utilities	Gandhi Nagar	280	0.872
Utilities	Gandhi Nagar	281	1.002
Utilities	Gandhi Nagar	276	0.203
Utilities	Gandhi Nagar	277	0.145
Utilities	Gandhi Nagar	282	0.196
Port Colony	Gandhi Nagar	279	1.398
Port Colony	Gandhi Nagar	280	1.142
Port Colony	Gandhi Nagar	281	0.284
Port Colony	Gandhi Nagar	347	0.453
Port Colony	Gandhi Nagar	350	1.215
<b>Total Private Land area under the Trunk Infrastructure (In Ha)</b>			<b>90.94</b>

## **SECTION – VII**

### **GENERAL TERMS & CONDITIONS:**

- a. The response to the Tender document has to be submitted in accordance with the Scope of Work, Project Timeline and as per Terms and Conditions mentioned in the Tender Document.
- b. (i) An Applicant must not have, during the last two years, failed to successfully perform any identical agreement, evidenced by imposition of a penalty by an arbitrator or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor have been expelled from any project of agreement nor have any agreement terminated for breach of contract by such Applicant.

(ii) A self-declaration as a compliance of the above-mentioned points shall be, attached by the agency (**Copy enclosed at Annexure IV**).

- c. Directorate of Social Welfare reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of contract. Directorate of Social Welfare will not be responsible for any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the grounds for Directorate of Social Welfare action.

#### **d. Period Of Validity Of Proposals**

The proposals submitted by a bidder shall be valid for a minimum of **One Hundred and twenty days (120)** from the due date for submission of the bid. A proposal valid for a shorter period may be rejected as non-responsive. During this period, the bidder shall maintain its original Proposal without any change, including the availability of the proposed rates and the total price. The Directorate of Social Welfare will make its best effort to award the contract within the validity period. However, should the need arise, the Directorate of Social Welfare may request, in writing, all the bidders who submitted Proposals prior to the submission of deadline to extend the Proposals' validity. If the bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal. The Bidders have the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

#### **e. Modification And Withdrawal Of Proposals**

No proposal may be modified or withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the bidder on the proposal form. Modification or Withdrawal of proposal during validity may lead to forfeiture of Performance Guarantee Deposit amount paid against this Request for Proposal.

#### **f. Earnest Money Deposit (EMD):**

In lieu of EMD, a Bid Security Declaration form, vide **Annexure IX** need to be submitted by the bidders failing which, the bid will be disqualified.

g. Disqualification

The proposal from the bidders is liable to be disqualified in the following cases:

- i. Proposal not submitted in accordance with the Terms and conditions of the Tender Document.
- ii. The bidder qualifies the bid with his own conditions.
- iii. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices.
- iv. Information submitted is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the bid (no matter at what stage) or during the tenure of the contract.
- v. Proposal is received in incomplete form.
- vi. Proposal is received after the due date and time.
- vii. Proposal is not accompanied by all requisite supporting formats.
- viii. The successful bidder fails to furnish Performance Guarantee Deposit for an amount of 3% of the contract value within 10 days from the date of issue of Letter of Intent (LoI).
- ix. The successful L1 bidder fails to enter into the contract **within 10 days** of the date of receipt of **Letter of Intent (LoI)** of the contract or within such extended period as fixed by the Directorate of Social Welfare.
- x. Awardee of the contract has given the letter of acceptance of the contract with his conditions.
- xi. Non-fulfilling of any condition / term by bidder.

h. Selection criteria:

The Financial bid will be opened by Tender Evaluation Committee constituted by the SIA Unit (Directorate of Social Welfare) and the L1 bidder will be selected.

i. Period Of Contract

The contract period is for **Three (3) calendar months** from the date of commencement of the project as per the Agreement and can be extended based on the requirements mutually agreed between the Directorate of Social Welfare and the successful L1 bidder.

Failure of the successful L1 bidder to agree with the Project Timeline of the Tender Document and the Contract Agreement shall constitute sufficient grounds for the annulment of the award, in which event Directorate of Social Welfare may award the Contract to another eligible bidder or call for new proposals.

j. Agreement:

- i. The successful bidder shall execute an **Agreement in Rs.100/- Non-Judicial Stamp paper as in Annexure VIII** in the name of the Bidder bought in Andaman & Nicobar Islands, within 10 days (ten days) from the date of issue of **Letter of Intent (LoI)** by the Directorate of Social Welfare.
- ii. The failure, delay or evasion on the part of the successful bidder to execute the

agreement within the period mentioned would result in disqualification of the bidder besides blacklisting their name. The date of entering into the contract shall be the deemed date of commencement of project and shall be completed as per the period stipulated in the contract.

- iii. Contract Agreement shall be signed by the head of agency (or authorised person based on letter of authorization) and their two witnesses, which is to be duly attested by any Notary. Contract Agreement duly attested by the Notary shall be forwarded to SIA Unit for signature by the representative of the SIA Unit and two witnesses from the side of SIA Unit.
- iv. Date of signature of Contract Agreement by the representative of SIA Unit shall be considered as date of execution of agreement.

k. Performance Guarantee Deposit

(i) A Performance Guarantee Deposit @3% of the total agreement cost is required to be deposited by the successful L1 bidder before execution of work in the form of Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank in the favor of Assistant Account Officer, (Directorate of Social Welfare), A&N Administration, which will be valid for a period of sixty days beyond the date of completion of all contractual obligations within 10 days (ten days) from the date of issue of **Letter of Intent (LoI)**.

(ii) Performance Guarantee Deposit will be released after all the contractual obligations by the firm is over.

(iii) The amount will be forfeited from Performance Guarantee Deposit, in case of non-completion of work.

- 1. In case of breach of any of the conditions of the contract by the Agency during the contract period, the Directorate of Social Welfare reserves the right to recover costs / liabilities arising directly due to such breach from the Agency. The total liability, however arising, of the Agency under the contract is limited to that amount payable to the Agency by the Directorate of Social Welfare under the contract.

m. Contacting The Directorate of Social Welfare

No bidder shall contact the Directorate of Social Welfare on any matter relating to its bid, after the opening of the financial bid until the contract is awarded. If the bidder wishes to bring additional information to the notice of the Directorate of Social Welfare, the bidder can communicate in writing at the address given for correspondence or through official email. The Directorate of Social Welfare reserves the right for consideration of such information. Any effort by the bidder to influence the Directorate of Social Welfare in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the bidder's bid and forfeiture of his Performance Guarantee deposit amount.

n. Agencies Integrity

The Agency is responsible for conducting all contracted activities as defined in the Scope of Work in accordance with the contract.

o. Interpretation of the clauses:

In case of any ambiguity, in the interpretation of any of the clauses in the Tender Document or the Contract Agreement, the Directorate of Social Welfare interpretation of the clauses shall be final and binding on all parties. The Contract shall be interpreted in accordance with the Indian Laws.

p. Limitation Of Liability

The aggregate liability of the Agency under the Contract Agreement, or otherwise in connection with the services to be performed, shall in no event exceed the total fees payable to the Agency there under. The preceding limitation shall not apply to liability arising because of the Agency's fraud or willful misconduct in the performance of the services here under.

q. Termination Of Contract

(i) Termination for Default:

Directorate of Social Welfare may, without prejudice to any other remedy for breach of contract by written notice of default sent to the Agency, terminate the Contract in whole or in part:

- If the Agency fails to provide satisfactory services at the desired level of Contract within the time period(s) specified in the Contract, or any extension thereof granted by Directorate of Social Welfare.
- If the Agency fails to perform any other obligation(s) under the Contract.
- If the Agency, in the judgment of Directorate of Social Welfare has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(ii) Termination for Insolvency:

The Directorate of Social Welfare may at any time terminate the Contract by giving written notice to the Agency, without compensation to the Agency, if the Agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any other right of action or remedy which has accrued or will accrue thereafter to the Directorate of Social Welfare.

(iii) Termination for Convenience:

- Directorate of Social Welfare, A & N Administration, may at any time and for any reason terminate this order of work and upon receipt of such notice, the Agency shall, unless the notice otherwise directs, immediately discontinue the work in connection with the performance of this order.
- Upon such termination, the agency shall be entitled for payment for the work executed up to date only and thereof, subject to deductions if any, in conformity with the work order.

r. Confidentiality And Non-Disclosure

- i. The Agency shall keep in confidence all the information and data and not disclose to any third party and all the Information and data available to the Agency and whether such information is given in writing or oral or visual, and whether such writing is marked to indicate the claims of ownership and/ or secrecy or otherwise. The Agency shall not use, nor reproduce for use in any way, any Information/data of the SIA except to the extent required to fulfill its obligations under the Agreement.
- ii. The Agency shall also ensure that it's Experts /employees also maintain the confidentiality of the Information and data in the same manner as the Agency is bound to maintain the confidentiality.

s. Delays In The Agency's Performance

- i. Delivery of services shall be made by the Agency in accordance with the Delivery Schedule specified in this tender.
- ii. An unexcused delay by the Agency in the performance of its delivery obligations shall render the Agency liable to any or all of the following sanctions: forfeiture of its Performance Guarantee Deposit, dues payable and / or termination of the contract for default.
- iii. If at any time during the performance of the contract, should the Agency encounter conditions having an impact on the timely delivery and performances of services, the Agency shall promptly notify in writing of the fact of the delay, its likely duration and its cause(s).
- iv. As soon as practicable, after receipt of the Agency's notice, the Social Welfare Department shall evaluate the situation and may at its discretion extend the Agency's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.

t. Force Majeure

- i. The successful bidder shall not be liable for forfeiture of its Performance Guarantee Deposit, penalty or termination for default, if and to the extent that, it's delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- ii. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, pandemic, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- iii. Force Majeure shall not include neither
  - Any event which is caused by the negligence or intentional action of an



Agency or such Agency's Experts or agents or employees, nor

- Any event which a diligent Agency could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

iv. If a Force Majeure situation arises, the Agency shall promptly notify the Directorate of Social Welfare in writing of such conditions and the cause thereof. Unless otherwise directed by the Directorate of Social Welfare in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

u. Miscellaneous Charges

- i. The Directorate of Social Welfare, A & N Administration, will not pay any charges (transportation, food and accommodation) incurred by the agency as part of the study.
- ii. The Directorate of Social Welfare, A & N Administration, shall only extend the logistic supports like entry permit to the agency and team members, etc. and all expenses for survey like travel & accommodation charges shall be borne by the Agency concerned.
- iii. No other charges (such as octroi, packing forwarding freight, insurance, loading and unloading, Installation Demo etc.) will be allowed. All these expenses are to be borne by the Agency concerned.

v. Report Submission Terms

- i. Preparation and submission of **5 copies of each** Hindi and English languages of the **Draft Social Impact Assessment Report** for the proposed project, as per the provisions in the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (Social Impact Assessment and Consent) Rules, 2013.
- ii. After publishing the draft Social Impact Assessment reports, a **public hearing** shall be conducted in all Gram Sabha where members are directly or indirectly affected by the acquisition of land in the affected areas to bring out the main findings of the Social Impact Assessment, seeking feedback on the findings, and seeking additional information and views for incorporating the same in the final documents.
- iii. Submitting a minimum of **10 copies** of the **final report (Colour)** to the Social Impact Assessment Unit (Social Welfare Department) by incorporating the data gathered in the Public hearing.

## **SECTION – VIII**

### **PAYMENT TERMS:-**

- I. The land area, mentioned in Section I (1.3), is an estimate of the land area, in case, there is any change in the land area, the agency will be paid as per actual surveyed land area.
- II. For any discrepancy noticed in the Table of the financial proposal of Annexure III, amount written in words shall be, considered firm and final.
- III. The payment will be done based on the following criteria:-
  - 60% after submission of Final Social impact assessment Report.
  - 30% after evaluation and recommendation on the Final Social Impact Assessment Report by Expert Committee.
  - 10% after final approval of HLG.
- IV. All Statutory deductions like TDS on Income Tax/GST etc., as applicable under GoI Rules shall be deducted at the time of Payment.

## **SECTION –IX**

### **PROJECT TIMELINE:-**

The total project duration will be for **03 months**. Date of signature of Contract Agreement by the representative of SIA Unit shall be considered as date of execution of agreement.

### **PENALTY:**

If the selected agency fails to execute the work within the stipulated time penalty of 0.5 % per week of contract value of delayed services subject to maximum of 10% of contract value of delayed services will be recovered from the bidder for delayed services from the part of the bidder.

## **SECTION – X**

### **ARBITRATION: -**

In case of any dispute arising between the Agency and the Directorate of Social Welfare (SIAU), the matter shall be, referred to the sole arbitrator appointed by the Secretary (SW), A&N Administration. The same shall be decided and settled by the sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996 and the Amendments thereof. The decision of the arbitrator shall be final and shall be binding upon both the parties. The venue of the arbitration shall be Sri Vijaya Puram, A & N Islands. Expenses, if any, incurred during the proceedings of the arbitration shall be borne by the parties equally.

### **JURISDICTION: -**

If any dispute remains unresolved after the arbitration, the same shall be, settled

within the jurisdiction of competent court at Sri Vijaya Puram.

**SECTION – XI**

**ANNEXURE – I**

**BIDDERS COVERING LETTER**  
**(On the Letterhead of the applicant)**

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

**To,**

Directorate of Social Welfare  
Andaman & Nicobar Administration  
Goal Ghar, Sri Vijaya Puram –  
744103

**Sub: Submission of financial bid quotation to conduct Social Impact Assessment studies –reg.**

**Dear Sir.**

I/we.....offer quotation as indicated in the tender notice, (**Agency Name**) to implement the work as per the scope of work stipulated in the tender notice **number**. We have examined the tender notice and documents attached here and agree to abide by these conditions. The Financial Bid submitted by us is properly prepared and sealed so, as to prevent any subsequent addition, alteration or replacement.

We understand that Directorate of Social Welfare, Andaman & Nicobar Administration reserves the right to reject any application without assigning any reason thereof.

**(Signature of Authorized Person) with detailed address**

**ANNEXURE – II**

**INFORMATION OF THE APPLICANTS**

<b>S.No.</b>	<b>Item</b>	<b>Description</b>
•	Name of the Company/ Firm / Agency	
•	Name of the Proprietor / Director / Partner of the Company / Firm / Agency / Authorized to sign this document	
•	Full details of Registered Office (Address):	
•	Telephone No :	
•	E-Mail Address :	

**Signature of Authorized Person**

**Name:**

**Date:**

**ANNEXURE – III**

**FINANCIAL PROPOSAL**

**Date:-** \_\_\_\_\_

**To:**

**Subject:** Financial proposal Reference (Insert name of the Agency)

**Dear Sir,**

We have read and examined the document complete with the Scope of work and General Conditions of the Contract. We hereby quote a lump sum cost (inclusive of GST/taxes) of INR\_\_\_\_\_/- per Hectare (Amount in words)  
\_\_\_\_\_.

Sl.No.	Description of work	Rate per Hectare (in INR)
A	Cost of conducting Social Impact Assessment study (exclusive of GST/taxes)	
B	GST / Taxes	
<b>Total cost (A+B) per Hectare:</b>		
<b>Total cost (A+B) (In Words):</b>		

**Signature and Seal of Authorized Person**

**Date:**

**Place:**

**Note:**

- The cost should be inclusive of the complete scope of work including survey, various SIA activities, public hearings, specified number of reports, etc. as specified in this document.
- The land area mentioned in Section I (1.3) is an estimate of the land area, in case, there is any change in the land area then the agency will be paid as per actual surveyed land area.
- For any discrepancy noticed in the above Table, amount written in words shall be considered firm and final.

## **ANNEXURE – IV**

### **SELF DECLARATION FORM**

1. I/We, the undersigned do hereby certify and confirm that, I/We or any of our promoter(s)/ director(s) are not barred nor blacklisted by State Government / Central Government / Department / Local Government / Agency in India and is/are competent to sign this declaration and execute the agreement.
2. There is no remark of non-performance or non-compliance in any of our past projects, or any contractual dispute / litigation / arbitration in the recent past / last two years.
3. I/We have carefully read and understood all the terms and conditions of the Agreement and undertake to abide by them.
4. In the event of any such information pertaining to the aforesaid matter is found incorrect at any point of time either during the course of the contract or at the bidding stage; my bid/contract shall be liable for truncation / cancellation / termination without any notice at the sole discretion of Directorate of Social Welfare.

**Signature of Authorized Person**  
**(With Seal and Stamp)**

**Date:**

**Place:**

**Name:**

**ANNEXURE – V**

**LETTER OF AUTHORIZATION**

(Should be furnished on stamp paper of appropriate value as per Stamp Act duly  
attested by Notary Public.)

**Power of Attorney**

Know all men by these presents, We, \_\_\_\_\_ (name  
of the bidder and address of the registered office), "the principal", do hereby irrevocably  
constitute, nominate, appoint and authorize Mr./Ms. \_\_\_\_\_  
(Name) son/daughter/wife of and presently residing at \_\_\_\_\_, who is  
presently employed with us and holding the position of \_\_\_\_\_, as our true and  
lawful attorney (hereinafter referred to as the "Attorney") 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 the project "**Trunk Infrastructure at Great  
Nicobar Islands (GNI)**", including but not limited to signing and submission of all  
applications, bids and other documents and writings, participate in bidders' meetings  
and other conferences and providing information /responses to the Directorate Of Social  
Welfare, representing us in all matters before the Directorate Of Social Welfare, signing  
and execution of all contracts including the Contract Agreement and  
undertakings consequent to acceptance of our bid, and generally dealing with the  
Directorate Of Social Welfare 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 and / or till the  
entering into of the Contract Agreement with the Directorate Of Social Welfare.

We hereby agree to ratify and confirm that 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.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE  
NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_ (Year).

For.....

(Signature, name, designation &  
address)

Witnesses:

1.....

2.....

Accepted

Notarised

..... (Signature,

Name, Designation and address of the Attorney)



## **ANNEXURE – VI**

### **Form – II**

#### **Social Impact Assessment Report**

**[See sub-rule (3) of rule 3, sub-rule (5) & (6) of rule 7 and rule 14]**

#### **A. List of socio-economic and cultural parameters to be covered by the Social Impact Assessment**

1. Demographic details of the population in the project area
  - (a) Age, sex, caste, religion
  - (b) Literacy, health and nutritional status
2. Poverty levels
3. Vulnerable groups
  - (a) Women,
  - (b) Children,
  - (c) The elderly,
  - (d) Women-headed households,
  - (e) The differently abled
4. Kinship patterns and women's role in the family
5. Social and Cultural organisation
6. Administrative organisation
7. Political organisation
8. Civil society organisations and social movements
9. Land use and livelihood
  - Agricultural and non-agricultural use
  - Quality of land - soil, water, trees etc.
  - Livestock
  - (d) Formal and informal work and employment
  - (e) Household division of labour and women's work
  - (f) Migration
  - (g) Household income levels
  - (h) Livelihood preferences
  - (i) Food security
10. Local economic activities
  - (a) Formal and informal, local industries
  - (b) Access to credit
  - (c) Wage rates
  - (d) Specific livelihood activities women are involved in
11. Factors that contribute to local livelihoods
  - (a) Access to natural resources
  - (b) Common property resources
  - (c) Private assets
  - (d) Roads, transportation
  - (e) Irrigation facilities
  - (f) Access to markets
  - (g) Tourist sites
  - (h) Livelihood promotion programmes
  - (i) Co-operatives and other livelihood-related associations

## 12. Quality of the living environment

- (a) Perceptions, aesthetic qualities, attachments and aspirations
- (b) Settlement patterns
- (c) Houses
- (d) Community and civic spaces
- (e) Sites of religious and cultural meaning
- (f) Physical infrastructure (including water supply, sewage systems etc.)
- (g) Public service infrastructure (schools, health facilities, anganwadi centres, public distribution system)
- (h) Safety, crime, violence
- (I) Social gathering points for women

## **B. Key impact areas**

### 1. Impacts on land, livelihoods and income -

- (a) Level and type of employment
- (b) Intra-household employment patterns
- (c) Income levels
- (d) Food security
- (e) Standard of living
- (f) Access and control over productive resources
- (g) Economic dependency or vulnerability
- (h) Disruption of local economy
- (i) Impoverishment risks
- (j) Women's access to livelihood alternatives

### 2. Impacts on physical resources -

- (a) Impacts on natural resources, soil, air, water, forests
- (b) Pressures on land and common property natural resources for livelihoods

### 3. Impacts on private assets, public services and utilities -

- (a) Capacity of existing health and education facilities
- (b) Capacity of housing facilities
- (c) Pressure on supply of local services
- (d) Adequacy of electrical and water supply, roads, sanitation and waste management system
- (e) Impact on private assets such as bore wells, temporary sheds etc.

### 4. Health impacts -

- (a) Health impacts due to in-migration
- (b) Health impacts due to project activities with a special emphasis on:
  - (i) Impact on women's health
  - (ii) Impact on the elderly

### 5. Impacts on culture and social cohesion -

- (a) Transformation of local political structures
- (b) Demographic changes
- (c) Shifts in the economy-ecology balance
- (d) Impacts on the norms, beliefs, values and cultural life
- (e) Crime and illicit activities
- (f) Stress of dislocation
- (g) Impact of separation of family cohesion
- (h) Violence against women

### 6. Impacts at different stages of the project cycle -

The type, timing, duration, and intensity of social impacts will depend on and relate closely to the stages of the project cycle. Below is an indicative list of impacts:-

(a) Pre-construction phase

- I. Interruption in the delivery of services
- II. Drop in productive investment
- III. Land speculation
- IV. Stress of uncertainty

(b) Construction phase

- I. Displacement and relocation
- II. Influx of migrant construction workforce
- III. Health impacts on those who continue to live close to the construction site

(c) Operation phase

- I. Reduction in employment opportunities compared to the construction phase
- II. Economic benefits of the project
- III. Benefits on new infrastructure
- IV. New patterns of social organisation

(d) De-commissioning phase

- (i) Loss of economic opportunities
- (ii) Environmental degradation and its impact on livelihoods

(e) Direct and indirect impacts

- (i) "Direct impacts" will include all impacts that are likely to be experienced by the affected families (i.e., direct land and livelihood losers)
- (ii) "Indirect impacts" will include all impacts that may be, experienced by those not directly affected by the acquisition of land but those living in the project area.

(f) Differential impacts

- I. Impact on women, children, the elderly and the different abled
- II. Impacts identified through tools such as Gender Impact Assessment Checklists, and Vulnerability and Resilience Mapping

(g) Cumulative impacts

- (i) Measureable and potential impacts of other projects in the area along with the identified impacts for the project in question.
- (ii) Impact on those not directly in the project area but based in the locally or even regionally.

**C. Table of Contents for Social Impact Assessment Report and Social Impact Management Plan**

Chapter	Contents
Executive Summary	(a) Project and public purpose (b) Location (c) Size and attributes of land acquisition (d) Alternatives considered (e) Social Impacts (f) Mitigation measures (g) Assessment of social costs and benefits
Detailed Project Description	(a) Background of the project including, developers background and governance or management structure. (b) Rationale for project including how the project fits the public purpose criteria listed in the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013. (c) Details of project size, location, capacity, outputs, production targets, cost, risks (d) Examination of alternatives (e) Phases of project construction (f) Core design features and size and type of facilities (g) Need for ancillary infrastructural facilities (h) Work force requirements (temporary and permanent) (i) Details of Social Impact Assessment or Environmental Impact Assessment if already conducted and any technical feasibility reports (j) Applicable legislations and policies
Team composition, approach, methodology and Schedule of the Social Impact Assessment	(a) List of all team members with qualifications. Gender experts to be included in team. (b) Description and rationale for the methodology and tools used to collect information for the Social Impact Assessment. (c) Sampling methodology used. (d) Overview of information or data sources used. Detailed reference must be included separately in the forms. (e) Schedule of consultations with key stakeholders and brief description of public hearings conducted. Details of the public hearings and the specific feedback incorporated into the Report must be included in the forms.
Land Assessment	(a) Information from land inventories and primary sources - Describe with the help of the maps. (b) Entire area of impact under the influence of the project (not limited to land area for acquisition) (c) Total land requirement for the project. (d) Present use of any public, unutilised land in the vicinity of the project area. (e) Land (if any) already purchased, alienated, leased or acquired, and the intended use for each plot of land required for the project.

	<p>(f) Quantity and location of land proposed to be acquired for the project.</p> <p>(g) Nature, present use and classification of land and if agricultural land, irrigation coverage and cropping patterns</p> <p>(h) Size of holdings, ownership patterns, land distribution, and number of residential houses</p> <p>(i) Land prices and recent changes in ownership, transfer and use of lands over the last 3years.</p>
Estimation and enumeration (where required) of affected families and assets	<p>Estimation of the following types of families that are –</p> <p>(a) Directly affected (own land that is proposed to be acquired):</p> <p>(i) Are tenants or occupy the land proposed to be acquired</p> <p>(ii) The Scheduled Tribes and other traditional forest dwellers who have lost any of their forest rights</p> <p>(iii) Depend on common property resources, which will be, affected due to acquisition of land for their livelihood.</p> <p>(iv) Have been assigned land by the appropriate Government under any of its schemes and such land is under acquisition;</p> <p>(v) Have been residing on any land in the urban areas for preceding three years or more prior to the acquisition of the land</p> <p>(vi) Have depended on the land being acquired as a primary source of livelihood for three years prior to the acquisition</p> <p>(b) Indirectly impacted by the project (not affected directly by the acquisition of own lands)</p> <p>(c) Inventory of productive assets and significant lands</p>
Socio-economic and cultural profile (affected area and resettlement site)	<p>(a) Demographic details of the population in the project area</p> <p>(b) Income and poverty levels</p> <p>(c) Vulnerable groups</p> <p>(d) Land use and livelihood</p> <p>(e) Local economic activities</p> <p>(f) Factors that contribute to local livelihoods</p> <p>(g) Kinship patterns and social and cultural organisation</p> <p>(h) Administrative organisation</p> <p>(i) Political organisation</p> <p>(j) Community-based and civil society organisations</p> <p>(k) Regional dynamics and historical change processes</p> <p>(l) Quality of the living environment</p>
Social impacts	<p>(a) Framework and approach to identifying impacts</p> <p>(b) Description of impacts at various stages of the project cycle such as impacts on health and livelihoods and culture. For each type of impact, separate indication of whether it is a direct or indirect impact, differential</p>

	<p>impacts on different categories of affected families and where applicable cumulative impacts.</p> <p>(c) Indicative list of impacts areas include: impacts on land, livelihoods and income, physical resources, private assets, public services and utilities, health, culture and social cohesion and gender based impacts</p>
Analysis of costs	<p>(a) Final conclusions on: assessment of public purpose, less-displacing and benefits and alternatives, minimum requirements of land, the nature and intensity of recommendation on social impacts, the viability of the mitigation measures and the extent to acquisition which mitigation measures described in the Social Impact Management Plan will address the full range of social impacts and adverse social costs.</p> <p>(b) The above analysis will use the equity principle described in Rule 9(10) as a criteria of analysis for presenting a final recommendation on whether the acquisition should go through or not.</p>

**ANNEXURE – VII**

**FORM - III**

**(See sub-rule (4) of rule 3)**

**Social Impact Management Plan**

- Approach to mitigation.
- Measures to avoid, mitigate and compensate impact.
- Measures that are included in the terms of Rehabilitation & Resettlement and compensation as outlined in the Act.
- Measures that the Requiring Body has stated it will introduce in the Project Proposal.
- Additional measures that the Requiring Body has stated it will undertake in response to the findings of the Social Impact Assessment process and public hearings.
- The Social Impact Management Plan must include a description of institutional structures and key person responsible for each mitigation measure and timelines and costs for each activity.

## **ANNEXURE – VIII**

### **AGREEMENT FOR CONTRACT**

This agreement is for carrying out/to conduct the work “*Social Impact Assessment Studies for Trunk Infrastructure at Great Nicobar Island as per the various provisions of Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013*” and “*Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (Social Impact Assessment and Consent) Rules, 2018*” is made and entered into on this day of \_\_\_\_\_(**Month**) **2025** between Director, Directorate of Social Welfare, Sri Vijaya Puram, Andaman & Nicobar Administration (**hereafter called the “First Party”**) and **details of the L1 bidder** by its authorized representative (**herein called the “Second Party”**).

This Contract Agreements is valid for a period of **three months** from the date of signature by the First Party subject to the following terms and conditions in the agreement in addition to the terms and conditions in the financial bid document.

AND WHEREAS, the Directorate of Social Welfare and the Consultant, in pursuance thereof have arrived at the following terms and conditions.

1. The Consultant agrees to complete the deliverables as specified in the Tender Document within the stipulated period prescribed by Directorate of Social Welfare at the total cost of Rs\_\_\_\_\_ (Rupees\_\_\_\_\_only) which is quoted by them in the Tender Document. This cost is firm and shall not be subject to enhancement.
2. In case of breach of any of the conditions of the contract by the Consultant during the contract period, the Directorate of Social Welfare reserves the right to recover costs /liabilities arising directly due to such breach from the Consultant. The total liability, however arising, of the Consultant under the contract is limited to that amount payable to the Consultant by the Directorate of Social Welfare under the contract.
3. All the Bid documents in relation with the tender (Tender ID No.....) issued for “conducting Social Impact Assessment (SIA) Study for Trunk Infrastructure at Great Nicobar Islands (GNI) as per the various provisions of “*Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013*” and “*Right to Fair Compensation and*



*Transparency in Land Acquisition, Rehabilitation and Resettlement (Social Impact Assessment and Consent) Rules, 2018*” including the tender enclosures and the offers submitted by the Consultant, the Letter for Intent (LoI) of the Contract issued by the Directorate of Social Welfare shall be deemed to form and be read and construed as part of this Agreement.

4. Payment:

- I. The land area, mentioned in Section I (1.3), is an estimate of the land area, In case, if there is any change in the land area, the agency will be paid as per actual surveyed land area.
- II. The payment will be done based on the following criteria:-
  - 60% after submission of Final Social Impact Assessment Report.
  - 30% after evaluation and recommendation on the Final Social Impact Assessment Report by Expert Committee.
  - 10% after final approval of HLG.
- III. All Statutory deductions like TDS on Income Tax/GST etc., as applicable under GoI Rules shall be deducted at the time of Payment.

5. Penalty:

If the selected agency fails to execute the work within the stipulated time penalty of 0.5 % per week of contract value of delayed services subject to maximum of 10% of contract value of delayed services will be recovered from the bidder for delayed services from the part of the bidder.

6. Termination of Contract:

(i) Termination for Default:

Directorate of Social Welfare may, without prejudice to any other remedy for breach of contract by written notice of default sent to the Agency, terminate the Contract in whole or in part:

- If the Agency fails to provide satisfactory services at the desired level of Contract within the time period(s) specified in the Contract, or any extension thereof granted by Directorate of Social Welfare.
- If the Agency fails to perform any other obligation(s) under the Contract.
- If the Agency, in the judgment of Directorate of Social Welfare has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(ii) Termination for Insolvency:

The Directorate of Social Welfare may at any time terminate the Contract by giving written notice to the Agency, without compensation to the Agency, if the Agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any other

right of action or remedy which has accrued or will accrue thereafter to the Directorate of Social Welfare.

(iii) Termination for Convenience:

- Directorate of Social Welfare , A & N Administration, may at any time and for any reason terminate this order of work and upon receipt of such notice, Agency shall, unless the notice otherwise directs, immediately discontinue the work in connection with performance of this order.
- Upon such termination, agency shall be entitled for payment for the work executed up to date only and thereof, subject to deductions if any, in conformity with the work order.

7. Force Majeure:

(i) The successful bidder shall not be liable for forfeiture of its Performance Guarantee Deposit, penalty or termination for default, if and to the extent that, it's delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

(ii) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, pandemic, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

(iii) Force Majeure shall not include

- Any event which is caused by the negligence or intentional action of an Agency or such Agency's Experts or agents or employees, nor
- Any event which a diligent Agency could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(iv) If a Force Majeure situation arises, the Agency shall promptly notify the Directorate of Social Welfare in writing of such conditions and the cause thereof. Unless otherwise directed by the Directorate of Social Welfare in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

8. Arbitration:

In case of any dispute arising between the Agency and the Directorate of Social Welfare (SIAU), the matter shall be referred to the sole arbitrator appointed by the Secretary (SW), A&N Administration. The decision of the arbitrator shall be final and shall be binding upon both parties. The venue of the arbitration shall be Sri Vijaya Puram, A & N Islands. Expenses, if any, incurred during the proceedings of the arbitration shall be borne by both parties equally.

9. Jurisdiction

The competent court at Sri Vijaya Puram shall have the exclusive Jurisdiction over the unresolved dispute between the parties.

**FIRST PARTY**

**SECOND PARTY- L1 Bidder**

Signature.....  
  
Director  
Directorate of Social Welfare  
Andaman & Nicobar  
Administration Sri Vijaya  
Puram-744103

Signature .....  
(For and on behalf of the  
Consultant/ Agency)

By  
  
**Name & Designation**

By  
  
**Name & Designation**

Witness

Witness

1) Signature &  
Date: Name &  
Address

1) Signature &  
Date: Name &  
Address

2) Signature &  
Date: Name &  
Address

2) Signature &  
Date: Name &  
Address

**ANNEXURE IX**

**Format of Bid Security Declaration from Bidders in Lieu of EMD**

**(On Company Letterhead)**

**Format of Bid Security Declaration from bidders in lieu of Earnest Money  
Deposit / Bid Security (On Bidder's Letter Head)**

I/We, the authorized signatory of M/s \_\_\_\_\_, participating in the subject Tender No: \_\_\_\_\_, for the project of SIA study, do hereby declare that in the event:

I/We withdraw/modify our bid during the period of bid validity

(OR)

I/We commit any other breach of tender conditions/ contract, which would have otherwise attracted forfeiture of EMD

(OR)

I/We fail to initiate the execution of the awarded Agreement for Contract as per the terms of the Agreement for Contract

(OR)

I/We fail to sign the Agreement for Contract or to submit a Performance Security Deposit before the deadline defined in the Tender document, then I/We could be suspended from being eligible for bidding / award of all future tender(s) for a period of 03 years.

**Signature of Authorized Person**

**(With Seal and Stamp)**

**Date:**

**Place:**

**Name:**