

REQUEST FOR PROPOSAL FOR

**SELECTION OF AGENCY FOR CONCEPTUALIZATION, IMPLEMENTATION AND OPERATION
OF THEMATIC HERITAGE WALKS IN DAMAN UNDER THE NAME OF
“DAMAN HERITAGE WALKS”**

RFP No. 8/101/DOT/Damanheritagewalks/2021-22/168

Date: 17/03/2022

Issued by:

Society for Promotion of Tourism Art & Culture
U.T. Administration of Dadra & Nagar Haveli and Daman & Diu
Paryatan Bhawan, Nani Daman – 396 210
Phone: 0260 2250002
Email: dnhddtourism@gmail.com

Website for downloading the RFP: <https://ddtenders.gov.in>

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**U.T. ADMINISTRATION OF DADRA & NAGAR HAVELI AND DAMAN & DIU,
DEPARTMENT OF TOURISM
SOCIETY FOR PROMOTION OF TOURISM, ART & CULTURE (SPOTAC),
DAMAN**

NOTICE INVITING TENDER (NIT)

RFP No. 8/101/DOT/Damanheritagewalks/2021-22/168

Date: 17/03/2022

The Society for Promotion of Tourism Art & Culture, Department of Tourism, U.T. Administration of Dadra & Nagar Haveli and Daman & Diu, invites Proposals from the Heritage Walk Operators/firms for the following works:

Sr. No.	Name of Work & Location	RFP/Tender Fee	EMD
1	Selection of agency for conceptualization, implementation & Operation of thematic heritage walks in Daman under the name of "DAMAN HERITAGE WALKS"	₹ 3,000 /-	₹ 60,000 /- (Exemption Allowed)

Note: All details are available in RFP at ddtender.gov.in

Downloading of RFP Documents	17/03/2022
Pre bid meeting	04/04/2022, 11:30 hrs onward
Last Date of online submission	18/04/2022 up to 11:00 hrs
Last Date of Physical document submission	18/04/2022 up to 11:00 hrs
Date of online opening of tech bid	18/04/2022 at 11:30 hrs
Date of Presentation	to be intimated later on
Date of opening of Financial Bid	to be intimated later on
Right to accept or reject any or all the Bids without assigning to any reason thereof is reserved by the undersigned.	

**Sd/-
Member Secretary,
DNH & DD**

TABLE OF CONTENT

Sr. No.	Particular	Page No.
1.	Disclaimer	4
2.	Section 1: Definitions and Interpretation	5
3.	Section 2: Introduction	7
4.	Section 3: Instructions to Bidders & Eligibility Criteria	10
5.	Section 4: Evaluation of Proposals	14
6.	Section 5: Scope of Work	20
7.	Schedule of Payment	26
8.	Financial Proposal for Reference	28
9.	Section 6: Preparation and Submission of Proposal	29
10.	Section 7: Miscellaneous	31
11.	Annexure- I	35
12.	Annexure- II	36
13.	Annexure- III	37
14.	Annexure- IV	38
15.	Annexure- V	39
16.	Annexure- VI	41
17.	Annexure- VII	43

DISCLAIMER

The information contained in this Request for Proposal document (hereinafter referred to as "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Society for Promotion of Tourism, Art and Culture (hereinafter referred to as "**SPOTAC**"), (the "Authority") or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by **SPOTAC** (the "Authority") 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 **SPOTAC**, its employees or advisors to consider the investment objectives, financial situation and needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this 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 Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. **SPOTAC** accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

SPOTAC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or 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 in this Bid Stage.

SPOTAC 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.

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

The issue of this RFP does not imply that **SPOTAC** is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Consultancy Services for the mentioned works and **SPOTAC** reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever or discuss the matter further with any party expressing interest.

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 **SPOTAC** or any other costs incurred in connection with or relating to its Bid. All such costs and expenses shall remain with the Bidder and **SPOTAC** 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.

Section 1: Definitions and Interpretation

'Agreement' shall mean the Operation and Maintenance Agreement to be executed by the Society for Promotion of Tourism, Art and Culture ("SPOTAC") Department of Tourism, Daman, UT Administration of Dadra & Nagar Haveli and Daman & Diu in respect of the Project in favour of the company to be incorporated by the Selected Bidder under the Companies Act, 2013 for implementation of the Project in accordance with the provision of the RFP document.

'Client' shall mean Society for Promotion of Tourism, Art and Culture ("SPOTAC"), is a part of Department of Tourism, UT Administration of Dadra & Nagar Haveli and Daman & Diu.

'Authority' shall mean Society for Promotion of Tourism, Art and Culture ("SPOTAC"), a department under the UT Administration of Dadra & Nagar Haveli and Daman & Diu.

'Bid' shall mean the response submitted by the bidder in response to the RFP in accordance with the terms and conditions of this RFP, including clarifications and/or amendments, to the extent permitted, thereto.

'Bid Security / Earnest Money Deposit' shall mean the security furnished by the bidder as stipulated in the RFP document.

'Bidder' or 'Applicant' shall mean the bidding entity, company or consortium of companies, as the context may admit or require, that submit their bid.

'Due Date' shall mean the last date and time for receipt of the Bid, and as mentioned in this RFP.

'Eligibility Criteria' shall mean the General, Financial and Technical criteria stipulated in this RFP documents, which the bidder is required to meet in order to be eligible for evaluation of his Bid.

"INR" means Indian Rupees

'Letter of Intent' or 'LOI' shall mean the letter to be issued by Authority to the Selected Bidder conveying intention of award of the Project, in accordance with the terms of this RFP.

'Performance Guarantee' shall mean the irrevocable & unconditional bank guarantee furnished by the Selected Bidder as per the terms of the RFP.

'Power of Attorney' shall mean the Power of Attorney, in the format provided in this RFP, to be furnished by the bidder authorizing a person to sign the Bid and act for and on behalf of the bidder during the bidding process .

'Request for Proposal' or 'RFP' shall mean the Request for Proposal document including the draft Agreement, Annexure and Addendum thereof issued by SPOTAC for selection of a suitable operator to implement the Project, and shall include any modifications, amendments or alterations or clarifications thereto.

"Selected Bidder" shall mean the bidder selected, pursuant to the bid evaluation process set forth in this RFP document, for implementation of the Project and to whom LOI has been issued by Authority.

Interpretation:

In the interpretation of this RFP, unless the context otherwise requires:

Words importing singular shall include plural and vice versa, and words importing the masculine shall include the feminine gender and vice versa;

Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP; the table of contents and headings are for convenience of reference only, and shall not be used in and shall not affect the construction or interpretation of this Agreement;

A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof; The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed;

Any reference to a person shall include such person's successors and permitted assignees; A reference to a "writing" or "written" includes printing, typing, lithography and other means of reproducing words in a visible form;

Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;

A reference to "month" shall mean a calendar month, a reference to "week" shall mean a calendar week and a reference to "day" shall mean a calendar day, unless otherwise specified;

The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP. The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified;

In the case of any conflict, discrepancy or repugnancy between the provisions of RFP documents, provisions of the Agreement (as applicable) shall prevail over and supersede the provisions of other documents;

The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of the Agreement.

SECTION 2

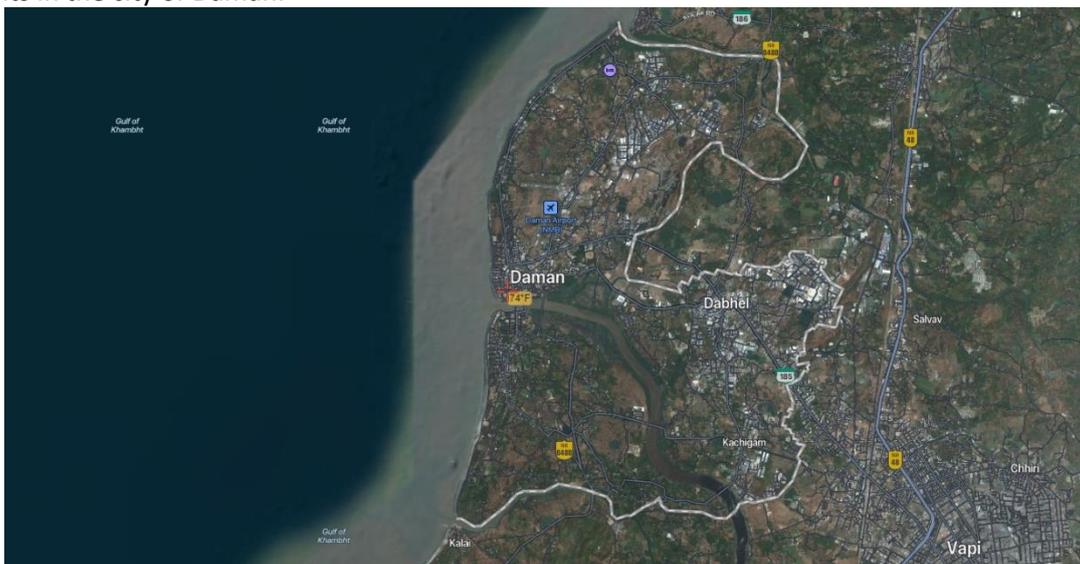
1 Introduction

1.1 Heritage Walks in Daman

- a. Society for Promotion of Tourism, Art and Culture (SPOTAC) intends to initiate the thematic heritage walks in Daman as means to increase awareness, promote heritage tourism and maximize the overall tourism potential of the city. The intent is that all heritage walks/tours will be curated and implemented & operated by a single agency or organization.
- b. The Heritage walk can cover the route that has important Portuguese era & style structures as well as structures with local/regional architectural influence; this walk can be bifurcated further into various themes like Portuguese theme, local theme, etc. the bidders shall be free to explore any other innovative themes ensuring its feasibility.
- c. This project of themed heritage walks in Daman shall target the stories and anecdotes around heritage structures (including lesser known built heritage examples) /natural heritage/markets/communities of the city, and intangible elements such as cuisines, crafts, local culture, dance, and other related elements.
- d. In this regard, Society for Promotion of Tourism, Art and Culture (SPOTAC) invites proposals from Registered Company/Firm/Trust/Society/Non- Profit Organizations/individuals who can design, conceptualize, curate and can undertake the on- site implementation & operation of the Heritage Walks in the city of Daman.

1.2 Project Background

U.T. of Daman and Diu comprises two districts namely Daman and Diu. Both Districts are situated on western coast of India at a distance of about 700 kms. Daman is the head Quarter of this U.T. Daman is on main land near southern portion of Gujarat State. The Portuguese acquired Daman and Diu as part of their grand design to control the trade of the Indian Ocean. Daman is one of the few cities where one can find the perfect amalgamation of Portuguese architecture in pure indigenous style which also co-exists and blends with the local & regional architecture, giving the city its unique character. To experience this in Daman, it is necessary to walk through the coastal city and truly observe the nature of its rich and varied architecture, its art, religious places, its culture and traditions. These are the primary reasons behind curating heritage walks along selected Heritage Circuits in the city of Daman.



Proposed Routes:

Route 1	Moti Daman Fort
Route 2	Nani Daman Fort and Shopping Route
Route 3	Breweries in Daman
Route 4	Local Cuisine Route and Local legend

1.3 Project Objectives

Society for Promotion of Tourism, Art and Culture (SPOTAC), intends to implement theme based Heritage walks, along the identified heritage circuits and nature trails revealing the city's rich architectural treasures, its culture, traditions, rituals, customs and natural resources.

Through this, SPOTAC aims to:

- Create awareness among citizens and visitors about key historic sites and the centuries old rich culture and traditions of Daman.
- Provide a creatively curated thematic platform for the citizens and visitors to have a joyful experience while knowing about the rich culture and heritage, both tangible and intangible.
- Help citizen and tourists to relate to the historic parts of the city in a more personal and intimate manner.
- Draw the citizens and tourists into areas of rich cultural and architectural Heritage, which are not yet on the tourist itinerary.
- Heightening sensitivity of the local populace towards the historic value of settlements and encouraging local communities to conserve and preserve their own heritage and inculcate a sense of pride and appreciation among them.
- Initiate community based conservation efforts involving citizens, volunteers, and other organizations.

1.4 Project Summary

Sr, No.	Parameters	Details
1	Name of Work	Selection of Agency for Conceptualization, Implementation & Operation of thematic heritage walks under the name of "Daman Heritage Walks"
2	Location	Daman, (U.T. of Dadra & Nagar Haveli and Daman & Diu)
3	Authority	Society for Promotion of Tourism, Art and Culture (SPOTAC), Department of Tourism, U.T Administration of Dadra & Nagar Haveli and Daman & Diu
4	Term of Agreement	3 months (Task 1) + 3 Years (Task 2) + Annual Extensions at a time (2 Years)
5	RFP Processing Fees	Non-Refundable. INR 3,000/- (Rupees One Thousand Only)
6	EMD	INR 60,000/- (Rupees Thirty Thousand Only) via Demand Draft in favor of the Member Secretary (SPOTAC), DNH & DD, payable at Daman
7	Performance Security Deposit	10% of the estimated fee in the form of a Bank Guarantee in favor of 'Member Secretary (SPOTAC)'
8	For Further Information:	Society for Promotion of Tourism, Art and Culture (SPOTAC), Department of Tourism, Paryatan Bhavan, Nani Daman, 396 210

e-mail: dnhddtourism@gmail.com

1.5 Important Dates:

Sr. No.	Parameters	Details
1	Availability of Bid Documents at online portal	17/03/2022 to 18/04/2022 (Downloadable from website: http://ddtenders.gov.in)
2	Pre-bid Meeting:	04/04/2022, 11:30 hrs onward in the chamber of The Member Secretary (SPOTAC), Daman. Optional Video call link: https://meet.google.com/mvm-csaa-pjv
3	Last Date for Receipt of Proposals:	11:00 hrs on 18/04/2022 (Through Speed Post /Registered post/ courier. Drop box facility also available.)
4	Place of Submission of Proposal:	Society for Promotion of Tourism, Art and Culture (SPOTAC), Department of Tourism, Paryatan Bhavan, Nani Daman, 396 210
5	Opening of Technical Bid:	11:30 hrs on 18/04/2022
6	Project Presentation	To be intimated later
7	Opening of Financial Bid (qualified bidders only)	To be intimated later
8	Validity Period of Bids	180 days from Opening of the Bid.
9	For Further Information:	Society for Promotion of Tourism, Art and Culture (SPOTAC), Department of Tourism, Paryatan Bhavan, Nani Daman, 396 210 e-mail: dnhddtourism@gmail.com

Important Note: SPOTAC reserves the right, without any obligation or liability, to accept or reject any or all the bid at any stage of the process, to cancel or modify the process or any part thereof or to vary any of the terms and conditions at any time, without assigning any reason whatsoever.

SECTION 3

2 Instructions to Bidders & Eligibility Criteria

2.1 General terms of Bidding

- 2.1.1 The Bidders are expected to carry out their own surveys, investigations and other detailed examination for the project before submitting their Bids and satisfy itself of the desired aspects and SPOTAC has made no representation and/ or warranty, express or implied, as regards the Property, including but without limitation to the quality, condition, merchantability and suitability thereof.
- 2.1.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.
- 2.1.3 Any condition or qualification or any other essential stipulation contained in the Bid but not satisfied by the bidder shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.4 The documents including this RFP and all attached documents, provided by SPOTAC are and shall remain or become the properties of SPOTAC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. 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. SPOTAC will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.5 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical advisor of SPOTAC or the UT of DN&H, Daman & Diu, in relation to the RFP is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the RFP during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the project. In the event any such advisor is engaged by the Selected Bidder, as the case may be, after issue of the LOA or execution of the project.
- 2.1.6 Agreement for matters related or incidental to the project, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without prejudice to any other right or remedy of SPOTAC, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which SPOTAC may have there under or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without SPOTAC being liable in any manner whatsoever to the Selected Bidder for the same. For the avoidance of doubt, this disqualification shall not apply where such advisor was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such advisor is engaged after a period of 3 (three) years from commencement of the Project.
- 2.1.7 This RFP is not transferable.
- 2.1.8 Award of contract pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 2.1.9 No Bidder shall submit more than one Bid for the Project. Violation of this shall lead to disqualification of the Bidder.

- 2.1.10 Any currency for the purpose of the Proposal / Bid shall be in form of Indian National Rupee (INR).
- 2.1.11 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. SPOTAC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 2.1.12 SPOTAC reserves the right to verify all statements, information and documents submitted by the Bidder in response to this RFP and the Bidder shall, when so required by the SPOTAC, make available all such information, evidence, and documents as may be necessary for such verification. Any such verification or lack of such verification, by the SPOTAC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the SPOTAC there under.
- 2.1.13 SPOTAC 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 and will not be bound to select the bidder with the lowest quote.
- 2.1.14 SPOTAC shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid except as provided in this RFP.
- 2.1.15 SPOTAC may also on its own motion for any reason, if deemed necessary, issue interpretations and clarifications to all Bidders through the issuance of Addenda through its website - <https://ddtenders.gov.in> at any time prior to the proposal date. The clarifications and interpretations can be the SPOTAC own initiative or in response to clarifications requested by the Bidder and shall be deemed to be part of this RFP and binding upon all the Bidders. Verbal clarifications and information given by SPOTAC or its employees or representatives shall not in any way or manner be binding.

2.2 Tender Document Fee

Non-refundable Tender Document downloaded from - <https://ddtenders.gov.in> cost in shape of Demand Draft from any scheduled commercial bank in favor of The Member Secretary (SPOTAC) payable at Daman for INR 3,000/- (Rupees Three Thousand Only) is to be furnished by the bidder along with the Technical Bid. Bid without the requisite tender Document cost shall be treated as non-responsive and rejected. The mentioned Tender cost is inclusive of the GST.

2.2.1 Exemption of EMD Fee for MSME's:

The Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) are exempted from submission of EMD fee. The exemption seeking MSEs shall produce certificate of MSE registration, as per guidelines of department of MSME/GFR 2017 along with their technical bids.

2.3 Earnest Money Deposit (EMD)

EMD in shape of Demand Draft from any scheduled commercial bank in favor of The Member Secretary (SPOTAC) and payable at Daman for **INR 60,000/- (Rupees Sixty Thousand only)** is to be furnished by the bidder along with the Technical proposal. Proposals without the requisite EMD shall be treated as non-responsive and rejected. No adjustment of EMD with respect to other works previously lying in SPOTAC, Daman is allowed. Unsuccessful bidder's EMD will be discharged / returned within 30 days from the date of execution of the agreement between SPOTAC and the selected Agency. No interest will be paid on EMD. The EMD of the successful bidder shall be

returned immediately after the execution of the contract agreement with SPOTAC. The EMD may be forfeited in the following cases:

- a) If a bidder withdraws its bid during the period of validity of the Bid.
- b) In case of a successful bidder, if the bidder fails to execute the work assigned.

2.4 Performance Guarantee

The selected agency needs to submit 10% of the estimated fee as performance guarantee in the form of FDR/Bank Guarantee in favor of 'The Member Secretary (SPOTAC), Daman', prior to signing of the contract. This shall be returned by the authorities at the end of 6 months upon successful completion of the assignment for period of 3.3 years.

2.5 Validity of Bid

- 2.5.1 The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. SPOTAC, reserves the right to reject any Proposal that does not meet this requirement. Proposal Validity Period and/or Proposal Security shall be extended for a specified additional period at the request of SPOTAC. A Bidder agreeing to the request will not be allowed to modify his Proposal, but would be required to extend the validity of his Proposal Security for the period of extension. The Proposal Validity Period of the Successful Bidder shall be extended till the date of execution of the Agreement.
- 2.5.2 Bids shall be deemed to be under consideration immediately after they are opened and until such time the SPOTAC makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, SPOTAC and/ or their employees/ representatives on matters related to the Bids under consideration.
- 2.5.3 It would be deemed that prior to the submission of Proposal, the Bidder has made a complete and careful examination of:
 - a. The requirements and other information set forth in this RFP Document.
 - b. The various aspects of the Project including, but not limited to the following:
 - i. The Project Site, Project Facilities, structures, access roads and public utilities in the vicinity etc.
 - ii. All other matters that might affect the Bidder's performance under the terms of this RFP Document, including all risks, costs, liabilities and contingencies associated with the Project.

2.6 Pre-bid Meeting

- 2.6.1 Bidders requiring any clarification on the selection process may send their queries to SPOTAC via email prior to the Pre-bid Meeting to dnhddtourism@gmail.com
- 2.6.2 The Pre-Bid Meeting will be held in the chamber of The Member Secretary (SPOTAC), Department of Tourism, Paryatan Bhavan, Nani Daman – 396 210 at the above mentioned time and date in the Data Sheet - Schedule of Bidding Process. The authorized representative shall be eligible to attend the pre-bid meeting and technical/financial openings for the said project.
- 2.6.3 SPOTAC shall endeavor to respond to the queries within the period specified therein but not later than 7 days prior to the Proposal Due Date. The responses will be sent by corrigendum or e-mail. However, SPOTAC reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this clause shall be taken or read as

compelling or requiring the SPOTAC to respond to any question or to provide any clarification.

2.7 Bid Submission Due-Date& Late Submission

- 2.7.1 Duly sealed proposal from the bidder filled in all respect must reach SPOTAC at the address, time and date specified in the RFP through Speed / Regd. Post or courier. If the specified date for the submission of proposal is declared as a holiday for SPOTAC, Daman, the proposal will be received up to the appointed time on the next working day.
- 2.7.2 Proposal received after the deadline for submission prescribed by SPOTAC will not be entertained and be rejected.
- 2.7.3 No modifications to the Proposals shall be allowed once it is received by SPOTAC, Daman.

2.8 Bid Opening Date

- 2.8.1 SPOTAC will open all technical bids, in the presence of authorized representatives who choose to attend, at the date and time mentioned and in the following location:

**Society for Promotion of Tourism, Art and Culture (SPOTAC),
Department of Tourism,
Paryatan Bhavan,
Nani Daman, 396 210
e-mail: dnhddtourism@gmail.com**

- 2.8.2 The representatives of bidders who are present shall sign a register evidencing their attendance. In the event of the specified date being declared a holiday for SPOTAC, the proposal shall be opened at the appointed time and location on the next working day.

SECTION 4

Evaluation of Proposals

2.9 Pre-Qualification Criteria

- 2.9.1 To be eligible & short-listed for evaluation of Technical and Financial Bid, a bidder shall fulfill the following conditions of Pre-qualifications. Applicants/Bidders must read carefully the 'Pre-Qualification Criteria' provided herein. Proposals of only those Applicants/bidders who satisfy the 'Pre-Qualification Criteria' will be considered for further evaluation.
- 2.9.2 The applicant shall be a Registered Company/Firm/Trust/Society/Non- Profit Organizations having a valid registration. Appropriate documents supporting their status (Copy of the incorporation/ registration certificate has to be provided herein) must be submitted along with the proposal.
- 2.9.3 Consortiums / Joint Ventures shall be allowed. In case of the consortium, the applicant firm cannot have more than two consortium partner in the team.
- a. In case of the consortium, the bidder has to sign a Memorandum of Understanding between the consortium firms for the aforesaid project.
 - b. In case of the consortium, the bidder has to attach a letter of association, memorandum of understanding from the authorized representative of the consortium partner.
 - c. In case of the consortium, a power of attorney for the authorized representative of each consortium partner, and a power of attorney for the representative of the lead member to represent all consortium partners
- 2.9.4 The bidder must have a core team member with relevant experience in the any of following fields (CV's of the Key Persons showcasing their work experience shall be attached along with the technical proposal):
- a. Content writing, heritage and tourism promotion, graphic designing, Videography.
 - b. Museums, History and Archaeology, heritage documentation, Heritage Conservation & Restoration architects, City Planners
 - c. Sculpture, Iconography, Temple/Church Architecture, Epigraphy and Linguistics
 - d. Folk, Tradition and fine and performing arts, Anthropology and Sociology
 - e. Management of Tourist Services, curation of guided tours, Tourist Infrastructure and Services development
- 2.9.5 **Technical eligibility:**
- a. The bidder must have experience of conducting at least one Similar Assignment/Project for a minimum duration of one year within duration of last three years. Experience of conducting similar activities in Gujarat, Dadra & Nagar Haveli, Diu & Goa will be preferred.
 - b. Similar assignment/project means assignment/project involving curation and implementation/conducting of heritage walk or curated tours or tourism promotion related works, shows, etc. that involves handling group of around 20+ participants.
 - c. Corresponding Work Order/ Completion Certificate/ pictures / any other documentary proof of similar assignments/qualifying project(s) should be submitted.

2.10 Technical Proposal: Scoring Methodology

2.10.1 The total maximum mark for evaluation of Technical Proposal is 100 marks.

2.10.2 This score for the Technical Proposal submitted by the Bidder would be accessed through rating of various parameters as provided in the document

2.10.3 The Technical Proposal shall be evaluated on the following parameters:

Sr. No.	Description	Requirements	Marks
A	Evaluation		60 Marks
1	Applicant's experience for taking similar assignment	Number of similar Assignments/ projects undertaken (Ongoing/ Completed during last three years shall only be considered)	35 Marks (5 marks per project/assignment)
2	Key Personnel qualifications and competence for the assignment	The applicant shall provide organization chart with key roles and responsibilities of the team with regards to the assignments provided in the above section. The key personnel shall be experienced persons from of the following fields:	(Total 15 Marks)
		a. Experienced Person with a Degree/Diploma in Tourism / Hospitality from IITTM or any institute approved by AICTE with experience in Management of Tourist Services, curation of guided tours, Tourist Infrastructure and Services development.	5 marks
		b. (Min. Experience in the field: 5 year)	
		c. Experienced Person with a Degree/Diploma in any of the following fields related to History and Archaeology, Heritage Conservation architects, City Planners, Sculpture, Iconography, Epigraphy and Linguistics, Folk, Tradition and fine & performing arts, Anthropology and Sociology (Min. Experience in the field: 3 year)	5 marks
		d. Experienced Person with a Degree/Diploma in Marketing, Graphic Design, Videography with experience in Marketing, Branding, Content creation/ writing, tourism	5 marks

		promotion, graphic designing firms, videography firms, etc. (Min. Experience in the field: 1 year)	
3	Annual Turnover	The Average Annual Turnover of last four financial years 6 Lakh or More - 5 Marks >8 to 10 Lakh - 7 Marks >10 Lakh to 12 Lakh – 10 Marks	10 Marks
B	Presentation on proposal		40 Marks
1	Technical Approach, Methodology, Thematic & Innovative Concept and Value Addition Components in the form of a Presentation proposed for Daman Heritage walks	I. Qualitative/Quantitative/statistical outcomes & impacts achieved from the key heritage walk projects done previously.	5 Marks
		The applicant shall explain understanding of the objectives of the assignment in the Scope of Work by showcasing the following: a. Approach, Methodology & Organizational structure (Man-power deployment) that would be adopted for implementing Task A & Task B b. Methodology for Research & Historical Fact finding c. Methodology for Capacity Building (Training Guides) d. Strategy for Marketing & Branding of Heritage Walks in Daman e. Methodology & Project Model for conducting Heritage Walks (Booking, Man-power/guides, Grievance redressal, etc.)	25 Marks
		f. Presentation shall showcase proposed thematic & innovative concepts showing all major elements proposed that would enhance overall experience of the project & be unique for Daman	10 Marks

2.10.4 Other Documents:

The applicant should submit the following documents for the last four (04) financial years:

- a. Annual Turnover certified by Chartered Accountant.

- b. The applicant or its Consortium/JV shall have an average of Min. of 10 Lakh, as the Annual Turnover for the last three financial years.

2.11 Short listing of Applicants for Opening of Financial Proposal

- 2.11.1 The evaluation of the financial proposal would be taken up only after the contents of the Technical Proposal are found to meet the requirements of this RFP.
- 2.11.2 The bidders scoring minimum technical score of 70 out of a total 100 shall be considered to have been qualified and shortlisted for financial evaluation in the second stage.

2.12 Evaluation Methodology

1. A selection committee will evaluate the technical as well as financial bids for each event separately on last date of submission and the below evaluation process shall be carried for each event. The technical bids of all Tenderers will be opened first. The following evaluation criteria shall be used for each event separately.
 - a. The technical evaluation will carry a weightage of total 100 marks with minimum marks to be qualified be 70 marks. After analysis of Technical Bids, the financial bids of only qualified tenders will be opened.
 - b. The financial score will be calculated as per the formula mentioned below:
$$\text{Financial Score} = (\text{LFB}/\text{F}) * 100$$

Where LFB = Lowest Financial Bid and F = Quoted Amount
 - c. Combined Technical and Financial Score (CTFS) with Weightage 70:30 will be calculated.
$$\text{CTFS} = \text{Technical Score} * (70/100) + \text{Financial Score} * (30/100)$$
 - d. The Proposal with the highest combined score (Quality and Cost) shall be selected and will be awarded the work order for execution of "DAMAN HERITAGE WALK".
2. In the event that two or more Bidders obtaining the same CTFS, SPOTAC may:
 - a. Take any other such measure as may be deemed fit by the Society/Department in its sole discretion, including annulment of the Bidding process.

2.13 Acknowledgement by Bidder

- 2.13.1 It shall be deemed that by submitting the Proposal, the bidder has:
 - a. Made a complete and careful examination of the RFP, general condition, submission formalities and evaluation mechanism.
 - b. Received all relevant information requested from SPOTAC.
 - c. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in this invitation document or furnished by or on behalf of SPOTAC.
 - d. Satisfied itself about all matters, things and information necessary and required for submitting the proposal and performance of all of its obligations there under.
 - e. Agreed to be bound by the undertaking provided by it under and in terms hereof.
- 2.13.2 SPOTAC shall not be liable for any omission, mistake or error on the part of the selected agency in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this invitation document or the selection process, including any error or mistake therein or in any information or data given by the SPOTAC.

2.14 Verification & disqualification

- 2.14.1 Notwithstanding anything contained in this invitation document, SPOTAC reserves the right to accept or reject any Proposal and to annul this selection Process and reject all proposals, at any time during the bidding process without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof. SPOTAC, also, reserves the right to reject any Proposal if, at any time, a material misrepresentation is made or uncovered, or the Agency does not submit sufficient information as being asked for.
- 2.14.2 Notwithstanding anything contained in this RFP, SPOTAC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by SPOTAC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by SPOTAC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of SPOTAC there under.
- 2.14.3 SPOTAC reserves the right to reject any e-bid and appropriate the Bid Security if:
- a. At any time, a material misrepresentation is made or uncovered, or
 - b. The Bidder does not provide, within the time prescribed by SPOTAC, the supplemental information sought by SPOTAC for evaluation of the Bid.
- 2.14.4 Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each member may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the highest composite scorer gets disqualified / rejected, then SPOTAC reserves the right to take any such measure as may be deemed fit in the sole discretion of SPOTAC.
- 2.14.5 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by SPOTAC to the Selected Bidder, as the case may be, without SPOTAC being liable in any manner whatsoever to the Selected Bidder. In such an event, SPOTAC shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to SPOTAC under the Bidding Documents and/ or the Agreement, or otherwise.

2.15 Clarifications

- 2.15.1 Bidders requiring any clarification on the RFP Document may send their queries to Society for Promotion of Tourism, Art and Culture (SPOTAC), Department of Tourism, Paryatan Bhavan, Nani Daman, 396 210 | e-mail: dnhddtourism@gmail.com. | Tele: 0260-2250002 latest by one day prior to Bid Due Date.
- 2.15.2 SPOTAC shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, SPOTAC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as

compelling or requiring SPOTAC to respond to any question or to provide any clarification.

- 2.15.3 SPOTAC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by SPOTAC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on SPOTAC.
- 2.15.4 To facilitate evaluation of Bidders, SPOTAC may, at its sole discretion, seek clarifications from any Bidder regarding its e-bid. Such clarification(s) shall be provided within the time specified by SPOTAC for this purpose. Any request for clarification(s) thereto shall be made through email.
- 2.15.5 If a Bidder does not provide clarifications sought under this RFP within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, SPOTAC may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of SPOTAC.

2.16 Amendment/ Modification of RFP

- 2.16.1 At any time prior to the Bid Due Date, SPOTAC may, for any reason, whatsoever whether on its own initiative / volition or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda or Corrigendum.
- 2.16.2 Any Addenda or Corrigendum thus issued will be notified and uploaded on website only which shall be binding upon all the bidders. Interested bidders are advised to visit the Portal website <https://ddtenders.gov.in> regularly till the bid due date to check for any corrigenda / addenda/ amendment.
- 2.16.3 In order to afford the Bidders a reasonable time for taking into account the contents of any Addenda or Corrigenda, or for any other reason, SPOTAC may, at its sole discretion, extend the Bid Due Date by an appropriate period.

SECTION 5

2.17 Scope of Work:

- a. It is envisaged in the scope of work of the RFP; that the selected agency shall have the complete responsibility starting from conceptualization, curation, implementation, Operation, capacity building and promotion of the thematic heritage walks along the identified circuits in Daman under the name of "DAMAN HERITAGE WALKS".
- b. The Scope of Work for the selected agency shall include, but not restricted to the following components:

SCOPE OF WORK	
TASK 1: Concept & Structure, Final Routes, Curation, Approvals/Noc's, Training & Capacity Building, Preparing/ Integrating Public Relations Platform, Content Creation, Promotion & Branding	
<p>(1A) CONCEPT & STRUCTURE, FINAL ROUTES, CURATION APPROVALS/ NOC's</p>	<ul style="list-style-type: none"> • Conceptual / thematic frame work, proposal development, Mapping of 4 Nos. of routes for the walk, itineraries and identification of pause points (Min. 15 Nos. of Landmarks/structures). • Research of Historical facts & Preparation of a curatorial/information script for approval from SPOTAC for each landmark/structure & routes. • The curatorial/information scripts prepared for all the selected locations of Heritage Walks shall also be translated in the prominent regional languages of India as well as in some European languages especially Portuguese language so as to create the necessary content for guided audio tours that shall have to be further integrated with website/app, etc. • The selected agency shall compile all the research & historical facts of various heritage structure & places in the form of a coffee table book (either one book for each route or combined book for all routes as per the instructions from SPOTAC).
	<ul style="list-style-type: none"> • Explore Innovative themes like Treasure Hunts, Integrate cultural elements such as theme-based music/ dance performances/any other activity into the walk itineraries for each of the walk.
	<ul style="list-style-type: none"> • Identify the requirements of basic civic amenities / services which needs to be ensured during the walk (E.g. Cleanliness, Street Furniture / Signage, Safety & Security)
	<ul style="list-style-type: none"> • Preparing a yearly calendar of Heritage walks and cycle/e-bike tours under the umbrella of 'Daman Heritage Walks'.

	<ul style="list-style-type: none"> • Formulate an administrative & functional structure with regards to the Human resource, procedures, etc. that would be adequate to Operate & Maintain the identified heritage walks/tours, so that such administrative & functional structure can further be adopted by U.T. Administration for continuation of walks. • Coordinate and obtain consent / approval / NOC's from the stakeholders (relevant authorities or private organizations / individuals) associated with the identified route (s)/Landmarks for conducting the walk and related activities.
(1B) CAPACITY BUILDING	<ul style="list-style-type: none"> • The selected agency shall create a pool of Local Resource Persons/Guides who shall be trained to have requisite skill set to successfully conduct the walks/tours. Preference shall be given to the local citizens of Daman. • The selected Agency shall provide 9 Nos. of Resource Persons/Guides (3 Nos. per route). Preference shall be given to the local citizens of the UT. Agency shall build their capacity by providing necessary training & certification with due validation. • The Resource Persons/Guides shall be both male and female who shall be certified by the Authority upon confirmation of their quality and expertise for the services. • The Resource persons shall be preferably conversant in English, Hindi and Gujarati languages and shall be well oriented on theme/subject of the walk. • The agency shall host the details of guides & resource persons in platform/website/app for the walks along with the profile, details. • Any variation in the number of resource person/guides shall be decided by the authority at its discretion. • As per Authority's instructions, the selected Agency shall formulate/recommend a training program for the training of such resource persons/guides in future.
(1C) PUBLIC RELATIONS PLATFORM, CONTENT CREATION, PROMOTION & BRANDING	<ul style="list-style-type: none"> • Prepare a Comprehensive Promotion & Branding Strategy for promoting 'DAMAN HERITAGE WALKS' to be approved by SPOTAC. • Design, development & regular update of public relations platform for Daman Heritage Walks & its Integration with website/App of Tourism department of Daman (to be decided in consultation with the Authority) comprising all information on the walks, heritage monuments and culture, photographs and videos, registration/ticketing system, online payments, information for visitors, etc. and regularly updating the website/app. • Design & Develop mechanisms to address registrations/ queries

	<p>/ feedback / complaints / reviews from the visitors/participants.</p> <ul style="list-style-type: none"> • An Audio Tour of the Heritage Walks consisting of images, texts, maps with GPS-triggered alerts, audios in English, Hindi & other prominent regional languages of India as well as in some European languages especially Portuguese language shall also be incorporated in the Daman Heritage Walk platform.
	<ul style="list-style-type: none"> • Prepare a comprehensive public relations and media management plan. Develop a social media calendar and put in place mechanism to address queries / feedback / complaints / reviews from the visitors/participants.
	<ul style="list-style-type: none"> • Conceptualize and Design of Kit for visitors (eg. badges, brochures, stickers, post cards etc.) and branding collateral including Logo and innovative on-venue branding collaterals (eg. Standee, Display Banner etc.).
	<ul style="list-style-type: none"> • Prepare good quality AV's as per instructions of SPOTAC on proposed individual routes of walks/tours and good quality AV's as per instructions of SPOTAC on proposed overall 'Daman Heritage walk' in Daman.

The 3 Nos. of Key Personals from the selected agency shall validate their field visit in Daman with the Authorities as per the mutual agreement with the authorities.

TASK 2 – Successful Implementation of Thematic Heritage Walks, Documentation & Social Media Promotions, Stakeholder Consultation & Community Outreach

<p>IMPLEMENTATION OF HERITAGE WALKS & DOCUMENTATION</p>	<ul style="list-style-type: none"> • Successfully conduct total of around 100 thematic heritage walks / tours in a year per route. An Annual & a monthly calendar shall be formulated and approved from the Authority. Min. Nos. of walks (every six months) shall be mandatory for payment linked to Task 2. • Providing & making available necessary trained / skilled manpower such as tour guides, photographer, or any other as deemed necessary from time to time to suit the nature of the walk or any particular event. They shall be certified by the Authority upon confirmation of their quality and expertise for the services. • The selected agency shall maintain a virtual/physical registry log capturing the participation statistics and participant feedback log throughout the tenure. The agency shall submit reports every six months, annual report and a final report at the end of the contract tenure capturing all the details & statistics with regards to the walks & activities conducted. • Maintain proper documentation along with min. 10 nos good quality photographs (3.5-4MB/photo) or short promotional videos of each of the walks conducted, which can be used for maintaining social media presence.
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SOCIAL PROMOTIONS & STAKEHOLDER CONSULTATION COMMUNITY OUTREACH	MEDIA	<ul style="list-style-type: none"> Regular update of the Daman Heritage Walks Platform & Maintain active presence on social media space including popular social networking sites such as Facebook, Twitter, Instagram, etc.
	&	<ul style="list-style-type: none"> The selected agency shall be responsible for conducting stakeholder meetings and co-ordinate with the citizens, organizations like Temple/Church/Mosque, trusts & government agencies such as U.T. Administration of DNH & DD, Collectorate, Daman Municipal Council, Department of Tourism and any other agencies, associated with heritage sites in the vicinity of the walks / tours as per the requirement or based on the instructions from the client/Authorities.
	&	<ul style="list-style-type: none"> Conduct community awareness, sensitization programmes and capacity building workshops for local communities. At least 2 Nos. of such programs in a year.
		<ul style="list-style-type: none"> a. Involve student community, volunteers in the heritage walks and implement campus outreach programmes for spreading awareness on the heritage walks as well as generate interest among students / youngsters to participate in the walks. Total 8 Nos. of campus outreach programmes per year in a manner that there should be 2 Nos. of campus outreach programmes per quarter.
<p>Task 2* The Key Personals shall ensure their availability/presence in person/video conference for meeting with the Authorities based on the request of the authority at regular intervals (preferably quarterly).</p>		

2.18 Contract Period

2.18.1 The curating-cum-operation period of all the thematic heritage walks / tours will be for 3 months for curation and three years for operation and may be extended on yearly basis for a period of two years based on the mutual agreement between selected agency & authorities.

2.18.2 All the theme based heritage walks need to be managed by the selected agency / organisation, and may operate in the morning hours (between 7am-11am) or evening hours (5pm – 9pm), or the best suitable time as per the season, nature of activity and the place, etc.

2.18.3 Apart from these, special tours / events may be organised for city guests, community groups, school students etc. as advised by the authorities. All such special tours will be part of the scope of work of this contract.

2.19 Tentative Timelines

Note: 'T' is the Date of Agreement coming into force.

SR. No.	PROJECT MILESTONES (TASK 1A)	Timeline
1	4 Nos of Routes with Min 15 Nos. of Landmarks/structures.	T+ 30 Days
2	NOC's from the concerned stakeholders of the Landmarks/structures.	T+ 45 Days
3	Research & Historic fact-finding & Curatorial Script for the various Landmarks & routes identified.	T + 60 Days
4	Translation of the Curatorial script in various required languages as a content for Audio guide to be integrated with Audio tour in App.	T + 75 Days
5	Coffee Table Book: Consolidation of all research, historical fact finding & information related to the Heritage Walks & landmarks identified. Size: 335mm x 300mm Copyright should be with SPOTAC, DNH & DD	T + 90 Days
6	Yearly Calendar for Heritage Walks Schedule	T + 90 Days
7	Formulation of an administrative cum functional structure & procedures for operation of the walks that can further be adopted by U.T. Administration for continuation of Walks.	T + 90 Days

SR. NO.	PROJECT MILESTONES (TASK 1B)	Timeline
1	Providing 9 Nos. of Resource Persons/Guides (3 Nos. per route) (both male and female, preferably conversant in English, Hindi and Gujarati languages) who shall be certified by the Authority	T + 30 Days
2	As per Authority's instructions, agency shall formulate/recommend a training program for the training of such resource persons/guides in future.	T + 45 Days
	Capacity building by providing necessary training & certification with due validation to develop requisite skill set to successfully conduct the walks.	T + 75 Days
3	Host the profile & details of the certified guides in the website/app for the walks.	Max. 90 Days

SR. NO.	PROJECT MILESTONES (Task 1C)	Timeline
1	Comprehensive Promotion & Branding Strategy along with a social media calendar.	T + 45 Days
2	Conceptualize and Design of Kit for visitors and branding collateral (eg. badges, brochures, post cards, Logo, Standee, Display Banner etc.).	T + 45 Days
3	Design, development & regular update of the Public relations platform for Daman Heritage Walks & its Integration with website/App of Tourism department of Daman.	T + 60 Days
4	Design & Develop mechanisms to address registrations/ queries / feedback / complaints / reviews from the visitors/participants.	T + 60 Days

5	Develop & integrate an Audio Tour of the Heritage Walks in the Daman Heritage Walk Platform (consisting of images, texts, maps with GPS-triggered alerts).	T + 75 Days
6	Good quality AV's as per instructions of SPOTAC each for individual Routes & overall 'Daman Heritage walks'	T + 90 Days

- 2.19.1 In case, the selected agency needs to make any variance in the number of walks from the envisaged number, the same shall be done with mutual agreement between the agency & authority.
- 2.19.2 The selected agency shall be responsible for the authenticity of the content of the information material as well as content delivery of the guides. The agency shall indemnify the Authority for any errors, misrepresentations, deviations, plagiarism etc. of any content. The printed information material with the content has to be provided by the agency and shall be printed only after due acceptance of the Authority. All such information submitted to the authorities shall be the copyright of the SPOTAC & U.T. Administration of Dadra & Nagar Haveli and Daman & Diu
- 2.19.3 The selected agency shall conduct Heritage Walk(s) as per the defined and approved routes. Agency shall not take up any space at any location, except for the arrangement provided by the Authority to indicate start, progress and end of the Heritage Walk(s).
- 2.19.4 The Authority shall review the feedback log provided from the participants of the Heritage Walk. Based on this, the Authority may suggest any refinements & improvements.
- 2.19.5 The selected agency shall allow the authority to access the statistics including number of participants as well as the yearly financial data pertaining to the walks. The agency shall submit quarterly reports with documentary proofs of performance of services for the Authority's considerations.
- 2.19.6 The selected agency shall operate the Heritage Walk/s and collect fees for the services from the visitors / tourists and also issue a receipt for the same. Fees are inclusive of information material and guide services.
- 2.19.7 The Fees/tickets price to be collected from the Visitors shall be the incentive to the agency for conducting activities in Task 2 & the amount for such fees/ticket shall be capped at Max. Rs 300 for domestic tourists & Max. Rs. 500 for Foreign Tourists. The agency shall be responsible for payment of taxes, fees, surcharge etc. as may be applicable.
- 2.19.8 The selected agency shall not adopt any coercive practices to compel the visitors/tourists to undertake Heritage Walk(s) or avail any services through a particular source or by any specific means.

2.20 Schedule of Payment

Sr. No.	<u>Payment Structure for Individual Routes:</u>	Fee Payable for each route ('X'/3)
1	Upon completion of Task 1A & 1C for the individual route which are duly approved & accepted by the Authority	20%
2	Upon completion of Task 1B for the individual route & successfully conducting 15 walks on the said route which are duly approved & accepted by the Authority.	20%
3	Upon successfully conducting walks on the said route for duration of 6 Months & successfully conducting Min. 60 Walks cumulative (duly approved & accepted by the Authority)	10%
4	Upon successfully conducting walks on the said route for duration of 12 Months & successfully conducting Min. 120 Walks cumulative (duly approved & accepted by the Authority)	10%
5	Upon successfully conducting walks on the said route for duration of 18 Months & successfully conducting Min. 170 Walks cumulative (duly approved & accepted by the Authority)	10%
6	Upon successfully conducting walks on the said route for duration of 24 Months & successfully conducting Min. 220 Walks cumulative (duly approved & accepted by the Authority)	10%
7	Upon successfully conducting walks on the said route for duration of 30 Months & successfully conducting Min. 270 Walks cumulative (duly approved & accepted by the Authority)	10%
8	Upon successfully conducting walks on the said route for duration of 36 Months & successfully conducting Min. 320 Walks cumulative (duly approved & accepted by the Authority)	10%

Notes:

- 2.20.1 'X' is the Grand Total quoted by the agency for 4 Nos. of routes which is inclusive of GST.
- 2.20.2 The payments shall be subject to completion of all the tasks/milestones by the agency that are approved & accepted by the Authority as per Scope of Work in this RFP.
- 2.20.3 Incase, authority decides to add new routes, then the fee payable for the additional route would be calculated on pro-rata basis.
- 2.20.4 Incase, authority decides to remove any of the routes, then the fee payable to the agency for that route would only be for the milestones completed by agency which are duly approved & accepted by the authority. No payment for any further milestones will be done by the Authority.
- 2.20.5 For the payment linked with successfully conducting Min. Nos. of Walks, the documentary proof shall be submitted by the agency in the form of a semi- annual reports, annual report, completion reports, etc. which shall be a compilation of various records & statistics of the Heritage Walks & all other miscellaneous activities conducted for a duration of every 6 months with supporting data, statistics & documents from physical/ virtual registration logs and any other relevant data, etc.
- 2.20.6 Heritage Walks with min. 07 nos. of participants shall only be accounted as complete for the payment linked to successfully conducting min. number of walks.

2.21 Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by SPOTAC to the selected bidder and the 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 Agency is not received by the stipulated date, unless it consents to extension of time for submission thereof, the right to signing of the agreement would be forfeited by SPOTAC and the next eligible Agency may be considered for the project.

2.22 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the selected Agency, SPOTAC & selected agency shall endeavor to execute the Contract Agreement within the period of 7 days from the date of issuance of LOA. The successful bidder shall not be entitled to seek any deviation in the Agreement once signed.

2.23 Commencement of Assignment

The selected Agency shall commence the assignment within 7 days from the date of signing of the Agreement. If the bidder fails to commence the assignment as specified herein, SPOTAC may, unless it consents to extension of time thereof, may decide to cancel the contract with the Agency.

2.24 Financial Proposal for Reference (To be uploaded online only)

Sr. No.	Description of Work	Estimated Fee
1	Task 1: Conceptualisation, structuring the overall walks, final routes, research & curation, obtaining approvals, capacity building, preparing public relations platform, promotion & branding strategy along with content creation	
2	GST (as applicable)	
4	Grand Total	

- a. The Financial Proposal (BOQ) available online should be duly filled in the default MS Excel format, signed and uploaded on the website: <https://ddtenders.gov.in>.

SECTION 6

3 Preparation and Submission of Proposal:

3.1 Preparation of Bid

The Bidder shall provide all the information sought under this RFP. SPOTAC will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

3.2 Bid submission

3.2.1 Please refer to the Instructions/ Guidelines for E-Tendering Portal for Online Bid Submission. The Bidders are required to submit their e-bids electronically on <https://ddtenders.gov.in> website, using valid digital signature and also in physical hard copy to the chamber of The Member Secretary (SPOTAC), Department of Tourism, Paryatan Bhawan, Behind Bus Stand, Nani Daman – 396 210.

3.2.2 The Bidder should not be black listed by any Central/State Govt. Institution. An undertaking (self-certificate) that the Bidder hasn't been black listed by a Central/State Govt. Institution must be submitted.

3.2.3 The proposals must be properly signed by as detailed below:

- a. The proprietor in case of a proprietary firm
- b. The partner holding the Power of Attorney in case of a firm in partnership (A certified copy of the Power of Attorney shall accompany the Proposal).
- c. The duly authorized person holding the Power of Attorney in case of a Limited Company or a corporation (A certified copy of the Power of Attorney shall accompany the proposal).
- d. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the proposal prior to opening of the same.

3.2.4 The Bidders are required to submit their bids in the following 2 (two) parts:

- II. Part A - Technical Proposal (Offline and Online)
- III. Part B - Financial Proposal (Online Only)

3.3 Submission of Proposal - Packing, Sealing and Marking

3.3.1 The Technical Proposal must be inserted in sealed envelope, along with applicant's name and address in the left hand corner of the envelope and super scribed in the following manner.

- a. Technical Proposal as per the Format attached in the Annexures-I to VII of this RFP along with the mandatory documents.

Technical proposal
for

"SELECTION OF AGENCY FOR CONCEPTUALISATION, IMPLEMENTATION & OPERATION OF THEMATIC HERITAGE WALKS UNDER "DAMAN HERITAGE WALKS" IN DAMAN"

3.3.2 The Bidder's Name & address shall be mentioned in the left hand corner of the outer envelope. The inner and outer envelopes shall be addressed to SPOTAC, Daman at the following address:

Society for Promotion of Tourism, Art and Culture (SPOTAC),

**Department of Tourism,
Paryatan Bhavan,
Nani Daman, 396 210
Tele No. 0260 2250002
e-mail: dnhddtourism@gmail.com**

3.3.3 If the envelope is not sealed and marked as mentioned above, then SPOTAC will assume no responsibility for the tender's misplacement or premature opening. Telex, cable or facsimile tenders will be rejected.

3.3.4 The opening of the Online Financial Proposal shall be made after evaluation of technical proposal and as per the scheduled dates which shall be intimated by SPOTAC to the eligible applicants.

3.4 Mandatory documents to accompany the proposal: (Technical Proposal)

3.4.1 The bidder must submit the following particulars/documents along with the Technical proposal failing which the proposal may be treated as non-responsive:

- a. Covering Letter and Details of Applicant as per Annexures I to VII respectively.
- b. Non-refundable Document Purchase Fee of INR. 3,000/- (Rupees Three Thousand Only) (including GST) in the form of Demand Draft payable in favor of The Member Secretary (SPOTAC) payable at "Daman" drawn on any scheduled commercial bank.
- c. Refundable Earnest Money Deposit of INR. 60,000/- (Rupees Sixty Thousand only) in the form of a Demand Draft as Bid Security in favor of The Member Secretary (SPOTAC) payable at "Daman" drawn on any scheduled commercial bank.
- d. The Agency shall submit their Agency/Company Registration Certificate, Photocopy of PAN Card, and GST Registration.
- e. Average Annual Turnover of last four financial years duly validated by Chartered Accountant.
- f. All the page of the tender document shall be initialed by the Agency.
- g. Documentary Proof that the Agency has an operative branch office.
- h. The Agency should not be blacklisted by any Government Institution/Private Agency. A self-declaration of non-blacklisting shall be submitted.
- i. Proof of work experience of similar nature of work in the form of Work-Orders and Client Certificates issued from the organizations or any other documentary proof in each such case has to be submitted in the format mentioned in Annexure III.
- j. The Agency failing to submit all the specified documents shall be summarily rejected.

SECTION 7

4 Miscellaneous

4.1 Default of Service & Penalty

- a) Deviation and/or Refusal and/or Non-Performance towards any of the obligations described in the TOR/Scope of Work would be treated as default of service by the selected Agency. Upon default of service, SPOTAC would reserve the right to forfeit the payment outstanding (if any) for the said job till that particular stage. In addition, SPOTAC would also have the right to terminate the agreement with the selected Agency.
- b) In the event of delay beyond a period of 3 months for completion of Task 1 (1a, 1b & 1c), SPOTAC at its discretion shall **impose penalty for an amount not exceeding 0.5%** of the **quoted fee per week of delay** up to a **maximum of 5%** of the quoted fee.

4.2 Confidentiality / Secrecy

1. The selected Agency, its supervisors, its personnel and any one acting under it for the purpose of this Agreement shall maintain strict confidentiality of the information belonging to U.T. Administration of DNH & DD, Daman Municipal Council, Tourism Department (Daman) & SPOTAC or any other similar agencies that may have come into its / their possession or knowledge because of the services rendered by them under this Agreement. Such information shall not be diverted or disclosed to any third party under any circumstances whatsoever without obtaining prior written permission from Society for Promotion of Tourism, Art and Culture (SPOTAC).
2. The selected Agency shall not be associated with Society for Promotion of Tourism, Art and Culture (SPOTAC) in any manner other than that for the purpose of rendering the services under this agreement.

4.3 Liability and Indemnity

The selected Agency shall be responsible & liable for any or all indemnity against any and all claims, liabilities, damages, losses, costs, charges, expenses, proceeding & actions of any nature whatsoever made or instituted against or caused to suffer directly or indirectly by reasons of:

- a) Any wrongful, incorrect, dishonest, criminals, fraudulent or negligent work default, failure, bad faith, disregard of its duties and obligation hereunder service act or omission by the Agency and / or its facility staff.
- b) Any theft, robbery, fraud or other wrongful action or omission by the Agency and / or any of its facility staff.

4.4 Breach of Agreement

In case of breach of Agreement by the selected agency, SPOTAC shall have a right of lien over all the properties of the Agency lying in its premises in addition to other remedies like forfeiture of security deposit and legal action for recovery of payment. The Authority shall be then at liberty to terminate this Agreement.

4.5 Local Office

The selected Agency shall setup an operative branch/ a representative as a point of contact in Daman and submit proof of the same after the signing of the contract agreement.

4.6 Fraud and corrupt Practices

- a. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. SPOTAC shall notwithstanding

anything to the contrary contained in this RFP, reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt, fraudulent, coercive, undesirable or restrictive practices in the Selection Process. In such an event, Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the SPOTAC for, inter alia, time, cost and effort of the SPOTAC, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

- b. Without prejudice to the rights of Authority under this RFP hereinabove and the rights and remedies which Authority may have under the LOA or the Agreement, if an agency, as the case may be, is found by Authority 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 Selection Process, or after the issue of the LOA or the execution of the Agreement, such agency shall not be eligible to participate in any tender or RFP issued by Authority during a period of 2 (two) years from the date such agency, as the case may be, is found by Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- c. For the purposes of this RFP, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of SPOTAC who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning this RFP or arising there from, before or after the execution thereof, at any time prior to the expiry of 3 (three) year from the date such official resigns or retires from or otherwise ceases to be in the service of SPOTAC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Property or the LOA or the RFP, who at any time has been or is a legal, financial or technical advisor of SPOTAC in relation to any matter concerning the project;
 - ii. **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - iii. **"coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - iv. **"unfair practice"** means (i) establishing contact with any person connected with or employed or engaged by SPOTAC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a conflict of interest; and **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

4.7 Dispute Resolution, Indemnity & Force Majeure

4.7.1 Governing law and jurisdiction: The Bidding Process shall be governed by, and construed in

accordance with, the laws of India and the Courts in the UT Administration of Dadra & Nagar Haveli, Daman & Diu in which Society for Promotion of Tourism, Art and Culture (SPOTAC) has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

- 4.7.2 Dispute Resolution mechanism: Any difference or dispute arising out of or relating to this RFP will be referred to Collector, Daman, UT, Daman for appointment of an Arbitrator. The Sole Arbitrator so appointed shall not have any direct or indirect of any past or present relationship or interest in any of the parties. The arbitration proceeding will be regulated in accordance with the provisions of the Arbitration and Conciliation Act 1996 (as amended from time to time). The arbitral proceedings shall be held in Daman. The laws of India shall govern this agreement. The courts in Daman shall have exclusive jurisdiction.
- 4.7.3 Authorized signatory: The selected Bidder shall indicate the authorized signatories who can discuss and correspond with client, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary/ director, authorizing an official or officials of the Bidder to discuss, sign agreements/contracts with client, raise invoice and accept payments and also to correspond. The Bidder shall provide proof of signature identification for the above purposes as required by SPOTAC and client.
- 4.7.4 Patent rights: In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, design rights, etc., arising from the project or any part thereof in India, the Selected Bidder shall act expeditiously to extinguish such claim. If the Selected Bidder fails to comply and client is required to pay compensation to a third party resulting from such infringement, the Selected Bidder shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. Client will give notice to the Selected Bidder of such claim, if it is made, without delay. The Selected Bidder shall indemnify client against all third party claims.
- 4.7.5 Compliance with statutory and regulatory provisions: It shall be the sole responsibility of the Selected Bidder to comply with all statutory, regulatory & Law of Land and provisions while delivering the services mentioned in this RFP.
- 4.7.6 Conflict of interest: The Bidder shall disclose to SPOTAC in writing all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of executing the Property as soon as practical after it becomes aware of that conflict.
- 4.7.7 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the UT of Dadra & Nagar Haveli, Daman & Diu in which SPOTAC has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 4.7.8 SPOTAC, 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. retain any information and/ or evidence submitted to SPOTAC by, on behalf of, and/ or in relation to any Bidder; and/ or

d. 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.

4.7.9 It shall be deemed that by submitting the Bid, the Bidder agrees and releases SPOTAC, its employees, agents and advisors, 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 with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

4.8 Force Majeure

4.8.1 Force Majeure is herein defined as any case, which is beyond the control of the selected Bidder or SPOTAC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:-

- Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- Terrorist attack, public unrest in work area.

4.8.2 Provided either party shall within 10 (ten) days from occurrence of such a cause, notify the other in writing of such causes. The Bidder or SPOTAC shall not be liable for delay in performing his/her obligations resulting from any force Majeure cause as referred to and/or defined above. Any delay beyond 30 (thirty) days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions related to indemnity, confidentiality survives termination of the contract.

Annexure- I
Covering Letter
(On the Letterhead of the applicant)

To,
The Member Secretary (SPOTAC),
Department of Tourism,
Paryatan Bhavan,
Nani Daman, 396 210
E-mail: dnhddtourism@gmail.com
Tele: 0260 2250002

Date:

Ref: SELECTION OF AGENCY FOR CONCEPTUALISATION, IMPLEMENTATION& OPERATION OF THEMATIC HERITAGE WALKS UNDER "DAMAN HERITAGE WALKS" IN DAMAN.

Being duly authorized to represent and act on behalf of (hereinafter referred to as "the Applicant"), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of _____ (*Name of Applicant*) for the captioned Project with the details as per the requirements of the RFP, for your evaluation. We confirm that our Proposal is valid for a period of 180 days from the last date of submission of proposal.

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unconditional in all respects and we agree to the terms and conditions of the Request for Proposal.

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other applicant or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

Yours faithfully,
For and on behalf of (*Name of Applicant*)

Duly signed by the Authorised Signatory of the Applicant
(Name, Title and Address of the Authorised Signatory)

Annexure-II
Details of Applicant
(On the Letter Head of the Applicant)

(a) Name of the Agency:

(b) Name of the contact person:

(c) Designation:

(d) Company/Agency:

(e) Address:

(f) Telephone number:

(g) E-mail address:

(h) Fax number:

(i) Mobile number:

(j) GST Registration number:

(k) Registration Number of the Company:

(l) Full address of Operating Branch:

(m) Phone Number:

(n) Mobile Number of the contact person at Local office:

(o) Average Annual Turnover:

Sr. No.	Financial Year	Average Annual Turnover
1	2017-18	
2	2018-19	
3	2019-20	
4	2020-21	

Duly signed by the Authorised Signatory of the Applicant
(Name, Title and Address of the Authorised Signatory)
Annual Turnover Signed and sealed by a Chartered Accountant
Membership No.

Annexure- III
Format for Project Data Sheet

Sr. No.	Parameters	Remarks
1	Project Title	
2	Project Description	
3	Location	
4	Name of Client	
5	Total Value of Project (In Indian Rupees)	
6	No. of Manpower Supplied	
7	Period of Services rendered by the Applicant (Start Date & End Date)	
8	Scope of Service	
9	Fees charged by the Applicant to the client (In Indian Rupees)	
10	Ticket charges for the Tourists & Participants of the walks	
11	Present Status of the Assignment (Completed/ongoing)	
12	Other Information relating to Project	
13	Copy of Appointment Letters and Completion Letter & any other documentary Proof	

Note: The work order or any other relevant documents shall be attached with every project. Experience of completed and ongoing projects will be considered for evaluation.

**Duly signed by the Authorised Signatory of the Applicant
(Name, Title and Address of the Authorised Signatory)**

Annexure- IV
Sample CV Format

Name		
Position for this Assignment		
Nationality		
Language Skills		
Educational & other qualifications		
<p>Employment Record: [Insert details of as many other appropriate records as necessary]</p> <p>From [Year]: _____ To [Year]: _____</p> <p>Employer:</p> <p>Positions held:</p>		
<p>Relevant Experience (From most recent; among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under the scope of work</p> <p>[Insert details of as many other appropriate assignments as necessary]</p>		
Period From - To	Name of Project/Organization	Job Title, main project features and activities undertaken
References (Min. 3)	Name/Title/Organization/Contact Information – Phone; E-mail	

Annexure V

Power of Attorney for signing of Bid

(To be executed on Stamp paper of appropriate value)

Know all men by these presents, we..... (Name of the firm and address of the registered office) 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/ the Lead Member of our Consortium 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 application for qualification and submission of our bid for selection of agency for conceptualization, implementation & operation of thematic heritage walks under "Daman Heritage Walks" in Daman proposed or being developed by the Society for Promotion of Tourism, Art and Culture (SPOTAC) (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to the Authority representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority 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 Agreement.

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2022.

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

Notarized
(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 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.

Annexure VI

Power of Attorney for Lead Member of Consortium

(To be executed on Stamp paper of appropriate value)

Whereas the Society for Promotion of Tourism, Art and Culture (SPOTAC) (the “Authority”) has invited Bids from interested parties for selection of agency for conceptualisation, implementation & operation of thematic heritage walks under “Daman Heritage Walks” in Daman.

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 document (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 the 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, and M/s. having our registered office at, (hereinafter collectively referred to as the “Principals”) 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 (herein after referred to as the “Attorney”). We 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 /contract, 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 qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, 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 the Authority, 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 the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2022.

For

(Signature).....

(Name & Title)

For

(Signature).....

(Name & Title)

Witnesses:

1.

2.

(Executants)

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

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.
- Also, 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.

Annexure VII Consortium Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {..... } 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. {..... } 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. {.....} 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 and, THIRD PART are collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS,

(A) Society for Promotion of Tourism, Art and Culture (SPOTAC) represented by The Member Secretary (SPOTAC) and having its principal office at _____ (hereinafter referred to as the "**SPOTAC**") which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids ("**Bids**") by its Request for Proposal No. dated (the "**RFP**") for "**Selection of Agency for Conceptualisation, Implementation & Operation of thematic heritage walks under the name of "Daman Heritage Walks"**

(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 document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under then "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. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “**SPV**”) under the Indian Companies Act, 2013 for entering into an Agreement with the Authority and for performing all its obligations as the Operator in terms of the Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member of the Consortium (Financial Member /Operation and Maintenance Member/ Other 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 until the appointed date under the Agreement when all the obligations of the SPV shall become effective;
- b) Party of the Second Part shall be (Operation and Maintenance Member/ Other Member of the Consortium);
- c) Party of the Third Part shall be (Operation and Maintenance Member/ Other Member of the Consortium);

5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Property and in accordance with the terms of the “RFP” and the Agreement, till such time as the financial close for the Project is achieved under and in accordance with the Agreement.

6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

Third Party:

6.2 The Parties undertake that a minimum of:

- (i) 51% (fifty one percent) of the total paid up share capital of the SPV for Lead member on a fully diluted basis; and
- (ii) Remaining paid up share capital of the SPV shall be held jointly by all other members of the Consortium on a fully diluted basis.

6.3 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Agreement.

7. Representation of the Parties

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

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

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Property is achieved under and in accordance with the Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not selected or upon return of the Bid Security by SPOTAC to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of SPOTAC.

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

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

- 1.
- 2.

Notes:

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