

# **TENDER DOCUMENT**

## **Tender for Development & Operation of the Damanganga Garden Kachigam, Daman District**

### **Issued by:**

UT ADMINISTRATION OF DADRA & NAGAR HAVELI AND DAMAN & DIU

### **Department of Tourism**

Paryatan Bhavan

Behind bus stand

Nani Daman

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**U.T. ADMINISTRATION OF DADRA NAGAR HAVELI AND DAMAN AND DIU,  
TOURISM DEPARTMENT  
E-TENDER (ONLINE) INVITATION NOTICE**

No: 4/419/DOT/DNH&DD/Kachigamgarden/2020-21/926

Date: 26/12/2022

On behalf of the President of India, the Director of Tourism, Tourism Department, Dadra & Nagar Haveli and Daman & Diu hereby invites e-tenders (Online) in two bid system through Online system on [www.ddtenders.gov.in](http://www.ddtenders.gov.in) along with hardcopies of the same from the interested Authorized Agencies/firms for the “**Tender for Development and Operation of the Damanganga Garden Kachigam, Daman on license basis for an operational period of five (05) years further extendable for 2 years 1 year at a time in case of satisfactory performance with 10% increase of license rent compounded annually at the end of every year**” to be sent by RPAD/Courier or to be deposited by Hand in Tender Box as mentioned below:

Sr. No	Description of Item	Period of Completion	Minimum License rent per year	EMD	Tender Fees
1	Tender for Development & Operation of the Damanganga Garden Kachigam, Daman	Design and Developing time for nine (09) Months and Operation on license basis for a period of five (05) years further extendable for 2 years 1 year at a time in case of satisfactory performance with 10% increase of license rent compounded annually at the end of every year	<u>50.00 lakhs peryear</u>	<u>1,00,000/-</u>	<u>5,000/-</u>
Online downloading and uploading starts		26/12/2022			
Online downloading & uploading end		16/01/2023 at 1800 Hrs			
Pre bid meeting		03/01/2023 at 1130 Hrs <a href="https://meet.google.com/txb-uwid-mjd">meet.google.com/txb-uwid-mjd</a>			
Online opening of Technical Bid		17/01/2023 at 1000 Hrs			
The online Technical Bids received without scanned copies of tender fees, EMD and Mandatory documents shall not be considered for evaluation.					
The bidders have to submit the price bid in <b>Electronic Format only</b> on website till the last date and time for submission. <u>Price bid/Financial bid in physical format shall not be accepted in any case.</u> The price bid shall be opened of those firms/agencies who are qualified in technical bid.					
The Tender Inviting Authority reserves the right to accept / reject any or all tenders without assigning any reason thereof.					
The tender form along with all details including annexures and terms and conditions can be downloaded from the Web Site <a href="https://ddtenders.gov.in">https://ddtenders.gov.in</a> .					
In case bidder needs any clarification or training for participating in online tender, they can contact the NIC, Daman					

Sd/-

Director of Tourism  
DNH & DD

**SECTION 1**  
**SCOPE OF THE WORK:**

**I. Introduction:**

The Department of Tourism, DNH & DD is willing to license out the Damanganga Garden Kachigam, Daman for development & operation on 'as is where is' basis. The bidder shall develop the property, operate for period of five (05) years further extendable for 2 years 1 year at a time incase of satisfactory performance and transfer it to the tender inviting authority after completion.

**II. Period of completion**

The design & developing period is for nine (09) months and operation on license basis for period of five (05) years further extendable for 2 years 1 year at a time incase of satisfactory performance with 10% increase of license rent compounded annually at the end of every year.

**III. Details of the Property:**

1. Survey Number 497/1,2,3
2. Area including land and water: 89,584 Sq Mtr
3. Land Area: Total 28,994 Sq Mtr (13,926 Sq Mtr + 4470 Sq Mtr + 4200 Sq Mtr + 1754 Sq Mtr + 4644 Sq Mtr)
4. Water Body: 60,590 Sq Mtr
5. The Health club & bar-cum-cafeteria admeasuring 2275 Sq. Mtrs. and building admeasuring 333 Sq. Mtrs.

**IV. The scope of work of the successful bidder shall be as follows:**

**A. Design & Development work**

1. Developing the property consisting the following:
  - i. Minimum 15 cottages/tents made up of temporary eco friendly structure. The maximum number of cottages shall be as per approval of the tender inviting authority and as per the area allotted.
  - ii. A Club House, pool area, spa, fitness centre, exotic garden, restaurant/cafeteria, parking area, etc.
2. Development of existing water bodies for boating and other purpose.
3. The bidder shall execute the work of landscaping, beautification, renovation, furnishing, MEP works, etc in the area as marked in the map annexed at Annexure IV.
4. The construction work shall be done only with in the build-up area as marked in the map annexed at Annexure IV.
5. The development work shall be done as per development control rules of the Daman District and the multi-structure building shall not be allowed.
6. The bidder may propose any other activity/structure with the approval of the tender inviting authority.

**B. Operation & Maintenance of the Property**

1. All repair works and routine maintenance of the property should be promptly done by the successful bidder.
2. The licensed premises and areas covered in the tender document shall not be used for any illicit or unlawful purposes.
3. The maintenance of garden, lawns and footpaths shall be done by the Successful tenderer specifically at his own cost.
4. The electricity connection, water connection shall be obtained by the tender inviting authority; however the payment of any charges for electricity bill, drinking water, land revenue, etc or any other charges of the Government, Local Self Government, Panchayat shall be made by the licensee (which shall be excluding the license rent).
5. The Successful Tenderer shall have to appoint his own staff for security at his own cost and risk and shall have to provide all security measure required for running the services.
6. The successful tenderer shall obtain all necessary licenses and permissions as may be necessary from the various authorities, competent to issue such licenses and permissions at own cost. Such licenses will

be subject to the rules prevailing in the U.T from time to time.

7. The successful tenderer shall have to bring the furniture, fixtures, vessels, utensils, cutlery, crockery, electrical gadgets and all other equipment of good quality necessary for operating and maintaining the property.
8. The successful tenderer will have to obtain insurance for the property at his own cost with any Nationalized Insurance Company for a sum not less than the yearly license rent and shall keep it so insured against damage by fire, lightning or any other cause till the expiry of the license period. The decision of the Director (Tourism), DNH & DD shall be binding on all the parties regarding share of the Insurance claim, if any. A separate insurance for public liability shall also be obtained by the successful tenderer.
9. The successful tenderer must reserve 10% of total rooms for the UT Administration, DNH & DD with discounted rates (as per employee eligibility). These rooms can be booked for public only with prior consent of Secretary (Tourism), DNH & DD.
10. The licensee has to maintain required numbers of toilets in the property and allow them for use of common public.
11. The licensee shall obtain all necessary licenses, legal permissions and follow all the laws required for the development & operation of property and also for any additional service/activity to be provided. The licensee shall not be engaged in corrupt, fraudulent, coercive, undesirable or restrictive practices during the bidding process as well as the entire license period. The licensee shall be responsible for all the statutory compliances. In case of any violation, the license granted shall be cancelled along with forfeiture of license fee and security deposit. The violator shall also be liable for civil/criminal actions as per relevant provisions of the law.
12. The Successful Tenderer/Licensee shall keep the premises including the surroundings clean and tidy to the satisfaction of the Tourism Department and shall not store or allow accumulating any refuse except those, which are absolutely necessary.
13. The Licensee shall duly at all time stick to the provision of the Child Labour (Prohibition and Regulation) Act, 1986 and other relevant laws if any.
14. The Licensee is not permitted to assign or in any way transfer the right under this license to any other person or agency.

## SECTION – 2

### ELIGIBILITY AND TECHNICAL QUALIFICATION FOR THE BIDDER:

#### **I. Technical Qualification Criteria and List of Mandatory Documents**

1. Any firm or a company engaged in the business of operating Luxury or Boutique or Heritage Hotel/ Resort/ Tented Accommodation is eligible to apply. The bidder shall have to enclose documentary proof in this regard for at least five (05) years. The hotel license should be issued by Government Authority in the name of the bidder for at least 5 years.
2. The Bidder should have a minimum positive Net Worth of at least Rs.1.00 crore in the close of preceding financial year. A Certificate from the CA/Auditor in this regard should be enclosed.
3. Average Annual turnover of last five years should be Rs.2.00 crores for the firm in whose name the tender is being applied. A Certificate from the CA/Auditor in this regard should be enclosed. (Last five years shall be FY 17-18 FY 18-19, FY 19-20, FY 20-21 FY 21-22).
4. The licensee is required to submit the copies of Audited report and Income tax Return for last five years. (Last five years shall be FY 17-18 FY 18-19, FY 19-20, FY 20-21 FY 21-22).
5. Tender Fees Rs. 5,000/- and EMD Rs. 1,00,000/- in the desired form in favour of “Director (Tourism)” payable at Daman.
6. The bidder should furnish solvency certificate of Rs. 50.00 lakhs from their bankers.
7. Proof of GST registration.
8. Copy of Pan Card.
9. An undertaking that the firm is not blacklisted/debarred from any Government organization/Department.
10. Change in the name of the tenderer will not be allowed under any circumstances.
11. When a company desires to apply, it shall do so under the hands of the Managing Director or a Director duly authorized by Board of Directors, without which, the tender shall be held invalid. Such authorization must be enclosed with the tender.

**Note:** If a tender is not accompanied by all the documents mentioned in (1) to (11) above, the same will be rejected outright; promise of subsequent submission of any of the above documents will not be entertained under any circumstances. All the supporting documents in this regard to be submitted along with the physical bid document and also online bid. The Technical & Financial bid of only qualifying bidders shall be opened.

## **II. Evaluation Procedure**

1. The Authority has adopted a single-stage Tender cum Auction bidding process (collectively referred to as the "Bidding Process") for selection of the Bidder for award of the Project. At the end of the e-Tender Stage, system will send an email to all qualified bidders who are eligible to participate in the e-forward Auction Stage. The tender stage shall be a two-fold process, where the bidders will be required to submit their application and bid online at the portal <https://dtdenders.gov.in> on or before the bid due date. The forward auction will be of "H1BoQ" i.e., Highest bidder.
2. The first part (the "Technical Bid") of the process involves evaluation of Technical and Financial capacity of interested bidders in accordance with the provisions of this TENDER.
3. In the second step, Financial Bid of qualifying bidders in the Technical bid (Technical and Financial capacity) shall be opened and evaluated. Financial bid will be evaluated and the bidder with highest bid quoted shall be the 'Highest Bidder'.
4. In the forward auction stage the highest bid received in the e-tender stage shall be displayed to the bidders on the <https://dtdenders.gov.in>, and thereafter any subsequent highest bid in e-Forward Auction Stage on a real time basis. During the e-Forward Auction Stage, the bidders will have the option of increasing the bid price by them at e-tender Stage in their Bids in multiples of Rs. 10,000 and to increase by upto seal limit of 100%. At the end of the e-Forward Auction, highest bidder will be identified by the system, the system will check all bids received in e-Tender and e-forward Auction and identify the bidder who has quoted the highest bid price therein ("Highest Financial Bid"). The final quoted financial bids by each bidder will be taken into consideration in order to determine the 'Highest Bidder'.
5. In this TENDER, the term "Highest Bidder" shall mean the Bidder with the highest bid who has quoted the highest bid price after the completion of e-Forward Auction Stage and the Project will be awarded to the Highest Bidder.
6. Generally, the Highest Bidder shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the TENDER, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.
7. Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project including implementation thereof.
8. Any queries or request for additional information concerning this TENDER shall be submitted in writing by speed post/ courier and by e-mail so as to reach the office of Director (Tourism), Department of Tourism, Paryatan Bhavan, Behind bus stand, Nani Daman, Daman – 396 210 by the specified date. The envelopes/communication shall clearly bear the following identification/ title:
9. "Queries/Request for Additional Information: TENDER for Development and Operation of the Damanganga Garden Kachigam, Daman on license basis"

**SECTION – 3**  
**TERMS & CONDITIONS**

**I. Financial Terms & Conditions**

1. The successful tenderer shall have to furnish Bank Guarantee equivalent to one year license rent to serve as Security Deposit for the entire license period. The Bank Guarantee shall be irrevocable/ unconditional, encashable and the Bank shall honor the claim merely on demand from the licensor without any demur, notwithstanding any dispute arises by the licensee or any suit pending in any Court of Law. The Bank Guarantee should be valid for the entire license period. The tenderer may produce Fixed Deposit Receipt (FDR) or demand Draft (DD) drawn in favor of the Director Tourism, for the amount equivalent to one (01) year license rent in case he is not able to produce the Bank Guarantee as above. No interest will be payable on such deposit.
2. The successful tenderer shall have to furnish unconditional irrevocable Bank Guarantee or Fixed Deposit Receipt or Demand Draft within 30 days of acceptance of the Tender by the Tender inviting authority. The Bank Guarantee shall in the form and content as prescribed in this document.
3. On failure to furnish the Bank Guarantee / Fixed Deposit Receipt/Demand Draft as per the time schedule and in the format prescribed, the allotment letter automatically stands cancelled, without any further intimation and amount of EMD so deposited shall stand forfeited.
4. Commercial consideration:
  - i. The bidder shall pay the entire license rent in two installments, payable every 6 months to the Director Tourism, DNH & DD.
  - ii. The payment for 1<sup>st</sup> year should be made within 10 days of commercial operation date. The term “**Commercial operation date**” should be on the date when successful tenderer starts operating, but not later than 9 months in any case from the issue of work order.
  - iii. The payment for the subsequent years shall be paid one month in advance.
  - iv. In case of the failure in making the payment of license rent as per time limit prescribed, penal interest at the rate of 12% per annum or as may be prescribed from time to time will be charged for a maximum period of 3 months from the commencement of the particular year. Further, if the default continues the License shall be terminated and the Security Deposit will be forfeited. In such cases, the Licensee shall not have any claim on any investment made in the Licensed Property.
5. The bidder has to quote the yearly license rent inclusive of all taxes to the Department of Tourism, DNH & DD. The quoted rates shall be fixed and shall not be subject to any change whatsoever.
6. For the successful bidder, the Security Deposit shall be retained by the Tender Inviting Authority until the completion of the license period and be released within 90 days after the completion of the License period.
7. The Security Deposit shall be forfeited in the following cases. If a successful bidder engages:



- i. in any of the prohibited practices specified in this tender.
- ii. is found to have a conflict of interest as specified in this tender.
- iii. commits a breach of the terms and conditions prescribed in this tender.

## **II. GENERAL TERMS AND CONDITIONS**

1. Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power & water, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.
2. The license for development & operation of Damanganga Garden Kachigam, Daman shall be for a period of five (05) years further extendable for 2 years 1 year at a time incase of satisfactory performance from the commercial operation date or after completion of the design and development period i.e 9 months, whichever is earlier. The license rent will get increased by 10% every year compounded annually. Hence, the tenderer shall quote the license rent for the 1<sup>st</sup> year in the financial bid for development & operation of the Kachigam Garden in Daman.
3. The minimum license rent for the period of one (01) year shall be Rs 50,00,000/-. The bidder shall bid the license rent per year accordingly.
4. The map of the location, which shall be handed over to the licensee, is mentioned in Annexure IV of this tender document.
5. The duly signed copy of this tender document shall be considered as the license agreement.
6. In the event of Successful bidder / Licensee committing any breach, the Director Tourism, DNH & DD without prejudice to his/her rights and as remedy shall be entitled to forfeit the Security Deposit and recover the loss and shall have the right to terminate the license after giving 30 days' notice in writing to the Successful Tenderer. Failure to rectify the breach to the satisfaction of the Tourism Department within the period of 30 days, the Successful Tenderer shall handover quiet and peaceful possession of the premises to the Tourism, Daman on expiry of the notice period.
7. The period of license shall be for five (05) years further extendable for 2 years 1 year at a time incase of satisfactory performance however, the license can be cancelled at any time before the expiry of the License Period by giving 1 months' notice on the either side any time.
8. Any sums due by the Successful Tenderer/licensee to the Tourism Department, DNH & DD under his/her license shall be recoverable as arrears of Land Revenue.
9. If notice of the termination of license is given either by the successful tenderer/licensee or by the Tourism Department, Daman the successful tenderer/licensee shall pay all sums due or falling due to the Tourism Department upto the official year in which such notice is given.
10. The licensee shall on termination or revocation of the license handover the possession of the said premises to the Tourism Department in as good condition as it was on the date of taking over the premises on license. Further, any investment made either of temporary or permanent

nature, in the licensed property shall become the property of Tourism Department at the expiry of license period.

11. The Successful Tenderer/Licensee shall have only right to develop and operate the said premises and this shall not be deemed to be demise at law of the premises or any part thereof so as to give any right or interest thereof.
12. Violation of any of the conditions of the this tender document including its Annexure by the licensee or its/his/her Agents shall be liable for termination of the License without any kind of compensation/damages to the Licensee.
13. The licensed premises shall be inspected by authorized officials of Department of Tourism at any time.
14. Licensee shall be penalized at the discretion of the Director Tourism/ Secretary (Tourism), DNH & DD with fines mentioned against the following activities:
  - a. Lack of cleanliness or hygiene in premises or non-maintenance of the premises Rs. 1000 per instance per day subject to a maximum of Rs. 1 Lakh per year.
  - b. Not following the directions of Tourism Department given in accordance with the tender document. - Rs. 1000 per instance per day.
  - c. The applicable penalty shall be forfeited from the Security Deposit submitted by the licensee.
15. **Force Majeure:** In case of any restrictions/lockdowns/shutdowns/curfew impact the operations of restaurant for more than 50% of monthly operating hours, the rental will be waived off for that period. Further, if there is delay in performance or other failures by the successful tenderer to perform its obligation under its license due to event of a Force Majeure, the successful tenderer shall not be held responsible for such delays/failures. However, the successful bidder shall submit the written application as per Annexure III within fifteen (15) working days to the tender inviting authority.
16. The successful bidder/licensee shall comply with all prevailing labour laws/ Municipal laws & statutory requirement of Central Government. In case on non- adherence of any laws/ regulations of the statutory bodies, the successful bidder/licensee will be fully responsible for the consequences arising.
17. The successful bidder/ licensee shall take all precaution and safety measures for safety and security of its personnel and the Department of Tourism, DNH & DD will not in any way be responsible for any disability/ injury i.e. permanent or temporary disablement caused to any catering staff during discharge of their duties.
18. The Director Tourism, DNH & DD will have the right to enter upon the property and inspect any area during the day and night time.
19. The Tourism Department, DNH & DD shall not be responsible for any loss or damage to the goods of the licensee on account of theft, fire, water or electricity failure or accident or any other cause whatsoever which occurs during the said licensed period.
20. If any damage is done to licensed property by fire, water or any other cause whatsoever through negligence or otherwise of the licensee or his agents, the licensee shall make good the entire damage at its own expense.

21. The license for development & operation of Damanganga Garden Kachigam, Daman shall be run for the convenience of the visitor during the hours fixed by the Tourism Department from time to time and as may be permitted as per the conditions of the licensing authority.
22. The Successful Tenderer/Licensee shall not use kerosene, firewood or any other type of smoke omitting stoves in the property.
23. The Tourism Department, DNH & DD reserves the right to reject any or all offers without assigning any reason, therefore.
24. In the event of any dispute or question arising as to the interpretation if any condition, word etc. appearing herein it shall be referred to the Hon'ble Administrator, Dadra & Nagar Haveli and Daman and Diu and his decision there on shall be final and binding to both the parties and no claim of any kind on such interpretation will be entertained.
25. The Tourism Department, DNH & DD reserves the right to add to or alter any or all clauses of the terms and conditions if found necessary.
26. The Successful bidder shall observe all the rules of health and hygiene in storing, preparing, handling and servicing articles of food and other items in the property.
27. The Successful Bidder shall comply with all the bye-laws and regulations of local and other statutory authorities having jurisdiction over the works and shall be responsible for the payment of all fees and other charges and the giving and receiving of all necessary notices, and keep the Tender Inviting Authority informed of the said compliance with the by-laws, payments made, notices issued and received.
28. Any conflict arising between the selected bidder and the Tender Inviting Authority during the period of execution or after completion of work shall be referred to a mutually agreed arbitrator and the proceedings shall be governed by provisions of the Indian Arbitration & Conciliation Act and the venue of Arbitration shall be Daman and after as per Law subject to Daman Jurisdictions.
29. Participating in this Tender process for License of Damanganga Garden Kachigam, Daman for development & operation directly indicates that the bidder accepts all the conditions mentioned in this tender document.

## SECTION - 4

### INSTRUCTIONS TO BIDDER AND SIGNING THE PROPOSAL

#### 1. Tender Contents

The Tenders are to be submitted online on [www.ddtenders.gov.in](http://www.ddtenders.gov.in) and offline at the Department of Tourism, DNH & DD in two part bid system:

- Technical Proposal (signed and stamped tender document and mandatory documents)
- Financial Proposal (Online Only)

#### A. Technical Proposal

The Technical proposal should contain following (and any other necessary document mentioned in the section 2 of the tender)

- i. Tender Document (duly signed and stamped to be submitted along with physical bid document)
- ii. Mandatory documents as mentioned below to be uploaded online along with financial bid and to be submitted along with signed copy of the tender document as a part of the technical proposal:
  - Tender Fee of Rs. 5,000/- in the form of a Demand Draft drawn on any Nationalized / Scheduled Bank in favour of the Director Tourism payable at Daman.
  - Earnest Money Deposit of Rs.1,00,000/- in the form of a Demand Draft/ FDR drawn on any Nationalized/Scheduled Bank in favour of the Director Tourism payable at Daman.
  - Company registration Certificate under the Companies Act,1956 /2013/Shop establishment Certificate.
  - Proof of GST registration.
  - Copy of Pan Card.
  - Audited Balance Sheet of the last five years.
  - Copy of Income Tax Return (ITR) of last five years.
  - An undertaking that the firm is not blacklisted/debarred from any Government Organization/Department

#### B. Financial Proposal (as per evaluation process)

The financial proposal should be quoted as the final cost inclusive of all applicable taxes. The Financial Proposal is to be submitted **ONLINE only**. The online financial bid of only technically qualified bidders shall be opened. The prices quoted shall be fixed and shall remain unchanged during the entire period of the operation after following the forward auction procedure. The financial amount quoted (license rent) will be increased by 10% every year compounded annually for 5 years.

#### C. Additional Information:

- a) Two copies of this tender document (as Agreement to License) along with the copy of site plan will be sent to the successful tenderer along with the demand letter to get the license Deed stamped from Registrar of Stamps. The amount of stamp will be communicated later. It shall be the sole responsibility of the successful bidder/Licensee to submit the said documents to the Director of Tourism, DNH & DD.

- b) The following charges will have to be paid separately by the Licensee:
  - i. Legal charges for Documentation;
  - ii. Stamp duty, Registration and other charges;
  - iii. Fees for approval of building plan, if any;
  - iv. Water connection charges (if any) payable directly to concerned authority;
  - v. Power connection charges and energy charges (if any) payable directly to concerned authority;
  - vi. Any other charges payable under any other law for the time being in force.
- c) Bidders may add any further information that they consider relevant for the evaluation of their tender that gives a better understanding of their capability.
- d) The mandatory documents specified in this document shall be submitted before the prescribed dates online as well as physically in the office of the Director Tourism, DNH & DD as well.

## **2. Right to accept / reject tender:**

No tender will be considered unless the tender documents are fully and completely filled in. All information that may be asked from a bidder must be unequivocally furnished.

The Director Tourism, DNH & DD reserves to itself the right to accept or reject any tender or reject all tenders without assigning any reason thereof, and without thereby incurring any liability to the affected bidders.

The tenders shall be considered invalid and non-responsive for non-submission of any document stipulated.

## **3. UPLOADING OF TENDER**

The bidder shall upload the mandatory documents of the tender on <http://www.ddtenders.gov.in> only and the same shall be submitted in a sealed envelope superscribed as Development & Operation of Damanganga Garden Kachigam, Daman addressed to the Director Tourism, Department of Tourism, DNH & DD.

## **4. OPENING OF TENDERS**

The Technical evaluation Committee constituted for evaluation of the tenders received, will open the on-line tenders at the specified date and time as indicated in the NIT.

## **5. TENDER EVALUATION**

- a. A selection committee will evaluate the financial qualification of only those bidders, which will qualify in the technical qualification criteria as mentioned in Section 2.
- b. deleted.
- c. The bids will be evaluated by the Evaluation Committee duly approved by the competent authority which will be decided as **mentioned in Section 2(II)**.

## **6. SCRUTINY OF TENDERS**

### **Unresponsive bids:**

The tenders will be scrutinized before further evaluation to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender Document. The tenders received, are liable to be treated as non – responsive and will be summarily ignored, if:

- a. Bid is unsigned and incomplete in any aspect.
- b. Bid validity is shorter than the required period.
- c. Bid not submitted in accordance with this document.
- d. The bidder qualifies the bid with his own conditions.
- e. Bid is received after due date and time.
- f. Bid is not accompanied by all requisite documents.
- g. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the tender

## **7. TENDER VALIDITY**

The tenders shall remain valid for acceptance for a period of 180 days (one hundred eighty days) after the date of tender opening prescribed in the Tender Document.

## **8. AWARD OF WORK**

Award of work in the form of Work order shall be issued to the successful bidder only after following the due process as mentioned in the tender.

Note:

- i. In case bidder needs any clarification on the Tender Document or Scope of Work, they can contact the Department of Tourism, Paryatan Bhavan, behind bus stand, Nani Daman, Daman – 396 210.
- ii. The Tender Inviting Authority reserves the right to relax any of the conditions of the Tender Document if suitable bidders are not found due to exigency of situation

**SECTION 5**  
**FINANCIAL BID**

**(TO BE SUBMITTED ONLINE ONLY)**

FINANCIAL BID FOR DEVELOPMENT AND OPERATION OF DAMANGANGA GARDEN KACHIGAM, DAMAN FOR A PERIOD OF FIVE (05) YEARS FURTHER EXTENDABLE FOR 2 YEARS 1 YEAR AT A TIME INCASE OF SATISFACTORY PERFORMANCE WITH 10% INCREASE OF LICENSE RENT AT THE END OF EVERY YEAR COMPOUNDED ANNUALLY			
Sr. No.	Description of the Property	Period of License	License Rent offered for 1 year*
1.	Development & operation of Damanganga Garden Kachigam, Daman for a period of five (05) years further extendable for 2 years 1 year at a time incase of satisfactory performance with 10% increase of license rent at the end of every year compounded annually <b>(Minimum license rent per annum shall be as mentioned in the tender document)</b>	One (01) year	

**ANNEXURE I**  
**TENDER FORM**

(For all the terms & conditions of tender document are acceptable to bidder)

To,  
The Director (Tourism),  
Department of Tourism,  
Behind bus stand,  
Nani Daman, Daman- 396210

Ref No. \_\_\_\_\_ Dated \_\_\_\_\_

I/We, the undersigned have examined the above-mentioned tender document, including amendment/corrigendum no. \_\_\_\_\_, dated (*if any*), the receipt of which is hereby confirmed. We now offer the tender for development & operation of Damanganga Garden Kachigam, Daman for a period of five (05) years further extendable for 2 years 1 year at a time incase of satisfactory performance, in conformity with your above referred document.

If our tender is accepted, we undertake the work for development & operation of Damanganga Garden Kachigam, Daman for a period of five (05) years further extendable for 2 years 1 year at a time incase of satisfactory performance, as mentioned in tender document.

I/We further confirm that, if my bid is accepted by the Authority I/We shall provide you with a performance security of required amount in an acceptable form for due performance of the tender.

I/We agree to keep our tender valid for acceptance as required in tender document or for subsequently extended period, if any, agreed to by us. I/We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. I/We further confirm that, until a formal confirmation is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

I/We confirm that we fully agree to the terms and conditions specified in above mentioned tender document, including amendment/ corrigendum etc. if any.

(Signature with Date) (Name and Designation)

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To Be Signed by the Proprietor / All Partners of the Firm / Directors of the Company  
under It Common Seal



**ANNEXURE II**

**FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

[To be issued by any Nationalized Bank/Scheduled Banks in India]

From: .....

[Name and Address of Bank/ Financial Institution]

To,

Director Department of Tourism  
Paryatan Bhavan, Behind Nani Daman Bus stand, Daman – 396 210  
Phone: 0260-2250002  
Email: [dnhddtourism@gmail.com](mailto:dnhddtourism@gmail.com)

1. [Name of relevant Bidder] (“Bidder”), has in response to a Request for Proposal (“TENDER”) issued by Department of Tourism, UT Administration of Dadra & Nagar Haveli (hereinafter referred to as “Authority”) submitted a proposal dated [date to be inserted] (the “Proposal”) for it to cause a company (the “Developer”) to implement the Project.
2. ....[Name of Bank/Financial Institution](the” Guarantor”) with its registered office at ....., unconditionally guarantees to pay the Authority upon first written demand and without deduction the sum of Rupees..... (Rupees in words) (the “Guaranteed Sum”) subject to the conditions set out below.
3. The Guarantor unconditionally and irrevocably promises to pay on demand the Guaranteed Sum, without protest or demur whatsoever upon the receipt of a written demand from the Authority which shall be final and conclusive as against the Guarantor requiring the Guarantor to make payment to the Authority. The written demand made shall specify the occurrence of one or more conditions set out in the TENDER and such demand notice shall constitute prima facie conclusive evidence of the occurrence of such events or conditions.
4. No underlying dispute as between the Authority and the Bidder, nor any pending Proposal for interim relief or arbitration proceedings or other legal proceedings shall constitute any ground for prevention, delay or obstruction for making payment to the Authority by the Guarantor and the existence of any disputes or differences or claims in arbitration or otherwise shall not constitute any ground for non-payment on this Guaranteed Sum.
5. The Authority shall notify the Guarantor of its demand for payment of the Guaranteed Sum without any deduction of whatsoever nature and without reference to any claim or counter claim or set off, upon the Authority’s notification that:
  - a) upon the occurrence of any of the conditions for default as set out in the tender document.
  - b) there has been non-compliance of the conditions precedent as provided in the tender document, or as elsewhere referred to in the tender document.

Certification by the Authority of the occurrence of such event shall be conclusive and binding on the bank/ financial institution.

6. This Guarantee shall be valid for a period of 300 days from the date mentioned herein.
7. The release of this Guarantee and its return will be exclusively notified by the Authority and in the event of the Authority requiring revalidation or extension of this Guarantee, the Guarantor has accepted and shall be obligated to make such extension in favour of the Authority for a further minimum term of six (6) months and the Bidder is deemed to have made the request for such extension upon the execution and furnishing of this Guarantee in the first instance. The Guarantor shall not refuse such extension, nor shall the Bidder be eligible to file any proceedings for stay or return of Guarantee for any reason whatsoever.
8. This Guarantee shall be valid and effective for enabling the Authority to lodge a claim for payment under the Guarantee till the date of expiry of the term of the Guarantee. The Guarantor shall be obligated to make payment upon the Guarantee forthwith on demand if the claim is lodged within the claim validity period and the obligation to pay would be subject to normal limitation for payment of claims upon a guarantee. Time is of essence for payment and in the event of failure to make payment, the Guarantor shall be obligated to pay compound interest at Two Percent (2%) above the prime lending rate of the Guarantor institution, compounding quarterly in the event of the Guarantors failure to make payment upon the Guarantee for any reason whatsoever. Payment of interest as provided would be no excuse for delayed payment or non-payment.
9. No change in the constitution of the Bidder, Developer or of the Guarantor shall be a ground for release of the Guarantee and no variation in the TENDER documents or post making of the Proposal, shall constitute a variation, which would, subject to the terms and conditions of this tender document, discharge the Guarantor. The Guarantor shall notwithstanding such change, be bound to make payment upon the Guarantee on demand.
10. The Guarantor agrees that it will not assign its obligations under this Guarantee without the prior written consent of the Authority. The Authority will not unreasonably withhold its consent if the proposed assignee is of at least equal financial standing to the Guarantor and the assignee assumes in writing the obligations of the Guarantor under this Guarantee at the same time or before the assignment.
11. This Guarantee binds the Guarantor, its successors and permitted assigns.

SEAL OF [Bank/Financial Institution] ..... NAME OF [Bank/Financial Institution]  
.....  
SIGNATURE ..... NAME .....  
TITLE ..... DATE.....

**ANNEXURE III**  
**FORMAT FOR APPLICATION IN CASE OF PROPERTY IS NON -**  
**OPERATIONAL**

To,  
The Director (Tourism),  
Department of Tourism,  
Behind bus stand,  
Nani Daman, Daman- 396210

Sir,

I, M/s \_\_\_\_\_ hereby certify that the operation of the property the Damanganga Garden located in Kachigam, Daman which has been licensed out as per the order \_\_\_\_\_ dated \_\_\_\_\_ is not operational due to the \_\_\_\_\_  
from the date \_\_\_\_\_ to \_\_\_\_\_.

In this regard, you are hereby requested not to charge the license rent for the above mentioned period for the operation of property i.e. the Damanganga Garden located in Kachigam, Daman.

Ref. Work order No \_\_\_\_\_ dated \_\_\_\_\_

Date:

Signature & stamp

Place:

**ANNEXURE – IV**  
**MAP OF LOCATION**

