

Tender
For
Selection of Agency
For execution of sand art in Diu

TENDER Ref No: 8/121/DT/SANDART/202223/923

Date: 26/12/2022

Issued by:

Department of Tourism,
UT Administration of Dadra & Nagar Haveli and Daman & Diu
Paryatan Bhawan Nani Daman, Daman – 396 210
Phone: 0260-2250002
Email: dnhddtourism@gmail.com

CHAPTER 1 TENDER INVITATION NOTICE

No: 8/121/DT/SANDART/202223/923

Dated: 26/12/2022

The Director (Tourism), DNH & DD on Behalf of Department of Tourism, U.T. Administration of Dadra & Nagar Haveli and Daman & Diu invites bids from interested agencies for selection of agencies for execution of sand art at Nagoa Beach, Diu.

Time line of the Tender:	
Particulars	Date & Time
Document downloading starts	26/12/2022
Pre-bid Meeting	03/01/2023 at 11:00 Hrs https://meet.google.com/awv-mhvo-egd
Last Date for Submission of tender Online	16/01/2023 at 18:00 Hrs
Opening of Technical Bid	17/01/2023 at 10:00 Hrs
Presentation	Will be communicated
Opening of Financial Bid (online only)	Will be communicated
Other Details:	
Tender fees	Rs. 1,000/-
EMD	Rs. 45,000/-
The Tender Inviting Authority reserves the right to accept or reject any or all the tenders to be received without assigning any reasons thereof.	

Sd/-

Director (Tourism),
DNH & DD

CHAPTER 2
TENDER FORM

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

To
The Director (Tourism),
Department of Tourism
Paryatan Bhawan,
Nani Daman – 396 210
UT Administration of Dadra & Nagar Haveli and Daman & Diu

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 to create and submit the *services in conformity* with your above referred document.

If our tender is accepted, we undertake to perform the services as mentioned in tender document with the delivery schedule specified in the “Scope of Work” of tender document.

I/We further confirm that, if purchase order placed with us, we shall provide you with a performance security of required amount in an acceptable form for due performance of the contract.

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 contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

I/We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we qualify all the eligibility criteria & terms and conditions specified in the TENDER of Empanelment of Advertising & Event Management Agency as on date.

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

(Signature with Date) (Name and Designation)

To Be Signed By the Proprietor / All Partners of the Firm / Directors of the Company under Its Common Seal

CHAPTER 3 SCOPE OF WORK

The scope of services shall include but not be limited to the following:

1. A special sand art design showcasing Logo of G20 – India 2023 to celebrate India's G20 presidency is to be executed at Nagoa Beach, Diu.
2. The tentative size of the sand art shall be 60ft (L) x 30 ft (W) x 5 ft (H). The same may be modified as per the design and condition of the area/ technical aspect.
3. The required quantity of sand used for the sand art along with any additional props or material to be used as per the final design of sand art shall be arranged by the bidder.
4. The bidder shall prepare a sketch design and modify the same as per the requirement and demand of the tender inviting authority.
5. The bidder shall accord the approval from the tender inviting authority for design and implementation of final sand art.
6. The charges of transportation of any material, required manpower and their TBL, safety of manpower, artist charges and necessary material charges shall be borne by the bidder.

CHAPTER 4 SELECTION PROCEDURE

1. The Tender Evaluation committee will evaluate the technical as well as financial bids after bid due date and the below evaluation process shall be carried. The technical bids of all Tenderers will be opened first. The following evaluation criteria shall be used.
2. The bidder may submit following documents as a part of technical bid:
 - a. At-least **experience** of one work of execution of Sand Art for any Government Department or Tourism Board during any occasion/festival/event. The bidder may submit an proof of experience showing the work execution.
 - b. The bidder shall submit a **portfolio** showing past works executed by the bidder and brief profile of works executed.
 - c. **PAN card/GST certificate/ Company registration certificate**/proprietor certificate
 - d. **ITR** of last four financial years (2021-22, 2020-21, 2019-20, 2018-19)
 - e. **Undertaking of non-blacklisting** from any government department
 - f. **Tender fees** of Rs. 1,000/- in form of Demand draft in favour of Director Tourism payable at Daman (non-refundable)
 - g. **EMD** of Rs. 45,000/- in form of Demand draft in favour of Director Tourism payable at Daman (refundable) and may be exempted in case of valid MSME certificate is submitted.
 - h. A copy of this **tender document** duly signed and stamped shall also be submitted.

3. After analysis of Technical Bids, the financial bids of only qualified bidders will be opened.
4. The bidder quoting a lowest price (L1 bidder) to execute the work mentioned in the Scope of work will be the successful bidder and allotted with the work of execution of sand art at Nagoa Beach, Diu.

CHAPTER 5

GENERAL INSTRUCTIONS AND TERMS & CONDITIONS

1. The Authority will select a Firm / Company, in accordance with the method of selection specified in the TENDER. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that Authority's decisions are without any appeal whatsoever.
2. The Bidders are invited to submit a Technical Proposal and Financial Proposal to provide for execution of sand art in Diu.
3. All Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposal. To obtain first-hand information on the assignment and local conditions, Bidders are encouraged to visit the Authority before submitting a proposal and to attend a Pre-bid Meeting, if any.
4. The proposal could form the basis for future negotiations and ultimately may lead to contract between the successful bidder and the Authority.
5. The cost of preparing the proposal and all subsequent negotiations, if any, with Authority and other experts on tasks and actions directly and indirectly related or presentation of proposal shall be borne by the bidder.
6. Authority reserves the right to accept or reject any and / or all the proposals without assigning any reasons thereof.
7. The Authority requires that the Bidders provide professional, objective and efficient services at all times and holds the Authority's interests paramount, avoids conflicts with other assignments or its own interests and act without any consideration for future work. The Bidder(s) shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
8. Proposal and Bid means the same in this document and he also means to include she and vice-versa. The bidders are requested to add extra lines / sheets, wherever necessary.
9. **Communications:** All communications including the submission of Proposal should be addressed to: The Director (Tourism), Paryatan Bhavan, Nani Daman, Daman – 396 210 Phone: 0260- 2250002
10. At any time before the submission of Proposals, the Authority may amend the TENDER by issuing a corrigendum in writing or by standard electronic means. The corrigendum shall be sent to all the Bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an amendment into account in their Proposals the Authority may, if the amendment is substantial, extend the deadline for the submission of Proposals.

11. Clarification And / Or Interpretation of Proposal

After submission of the final Proposal by the Bidders, to the satisfaction of the Authority, if clarifications are required or doubt arises as to the interpretation of anything included in the proposal, the Bidder(s) shall, on receipt of written request from the Authority, furnish such clarification to the satisfaction of Authority within two working days without any extra charge.

12. Bid Submission

a. The mandatory documents specified in this document shall be submitted before the prescribed dates online on ddtenders.gov.in and at the office of the Director (Tourism), DNH & DD at Paryatan Bhavan, Behind bus stand, Nani Daman, Daman – 396210.

b. Tender Contents

The Tenders are to be submitted online on ddtenders in 2 part bid system:

- I. Technical Proposal: the documents mentioned in the clause no 2 of chapter 4 are to be uploaded online on ddtenders and sent to the office of Director (Tourism), DNH DD. The Technical Proposal shall contain following:
- a. At-least **experience** of one work of execution of Sand Art for any Government Department or Tourism Board during any occasion/festival/event. The bidder may submit an proof of experience showing the work execution.
 - b. The bidder shall submit a **portfolio** showing past works executed by the bidder and brief profile of works executed.
 - c. **PAN card/GST certificate/ Company registration certificate**/proprietor certificate
 - d. **ITR** of last four financial years (2021-22, 2020-21, 2019-20, 2018-19)
 - e. **Undertaking of non-blacklisting** from any government department
 - f. **Tender fees** of Rs. 1,000/- in form of Demand draft in favour of Director Tourism payable at Daman (non-refundable)
 - g. **EMD** of Rs. 45,000/- in form of Demand draft in favour of Director Tourism payable at Daman (refundable) and may be exempted in case of valid MSME certificate is submitted.
 - h. A copy of this **tender document** duly signed and stamped shall also be submitted.

I. Financial Proposal

The Agency has to submit the financial bid for implementing the assignment as per the format enclosed. The financial bid should contain all expenses involved in the assignment like transportation, accommodation, out of pocket expense, etc. and taxes. (Note that the bidder shall submit the BOQ in the online financial bid and overall cost shall be submitted in the financial bid). The Financial Proposal shall be submitted by the bidder in the BOQ in online on ddtenders only).

13. Proposal Validity Period: The proposal shall be valid for acceptance by the Authority for a period of 180-days from the Proposal Due Date (PDD), and may be extended for further period as mutually agreed.

14. Working Conduct: The agency will work in a close association with the Authority which is the implementing agency to take this work forward. Close collaboration will be required with other consultants, vendors and implementing partners working on other components in the project.

15. Period of Engagement: Work will start from Date of Issuance of LoA.

16. Use of Event Documents and Information

- a. Bidder shall not, without prior written consent from the Authority, disclose the Contract, or any provision thereof, or any specification, plan, pattern, sample or information furnished by or on behalf of the Authority in connection therewith, to any person/agency in the performance of the Contract.
- b. All project related documents issued by the Authority, other than the Contract itself, shall be the property of the Authority and shall be returned (in all copies) to the Authority on completion of the work under the Contract.
- c. Copyright of all the plans / documents lies with the Authority and Bidder cannot exercise any rights on the documents. No information should be made public either directly or indirectly nor allowed to be accessed by an unauthorized person.
- d. In any circumstances, for any conditions breach on developer's behalf, Bidder will be fully responsible for the same and if required, the Authority may levy penalty for the same and / or any legal or administrative action taken against the developer.
- e. Bidders should ensure no unauthorized distribution of audio / video recording of the event / conferences should be shared to anyone

17. Maintenance of Facility: Bidder who qualifies shall be responsible for storage, maintenance and safety of all materials that is procured, manufactured or fabricated in the interim period of award of the contract and set up at the venue.

18. Completeness of Work: All sundry fixtures and fittings, assemblies, accessories, hardware items and all other sundry items which are useful and necessary for proper assembly and efficient working of the various components of the work shall be deemed to have been included in the tender, whether such items are specifically mentioned in the tender documents or not. After conclusion of the event, removal of all material from site shall also be done within 02 days of completion of the Event.

19. Site Availability: Bidders must note that the Sites are a Government facility and all works to be carried out not disturbing the day to day work of the facility, the Bidder will take all necessary consent and permissions for the same from/through the Authority. All workers would need to carry a photo Identity card issued by the selected Bidder at all times.

20. Precaution at Venue: The Bidder must ensure at all times that the land provided for the Event is a Government land and no deed is to be performed which spoils the dune.

21. Maintenance and Security

- a. The Bidders shall follow the protocol in respect to the Covid-19 Norms during the event and during preparations of the event.
- b. The Bidders shall be responsible for safety of all fittings and fixtures during the occurrence of the event.
- c. The Bidder would also solely be responsible for all his staff, whether permanent or temporary, and ensure their safety and security. The Authority will not be, under any circumstances, responsible for this.

22. Venue Details: Daman and as mentioned in Scope of work

23. Change in Management / Bidder Composition

No change in the composition of a Bidder will be permitted by the Authority during the Proposal Stage.

24. Right to Accept and Reject any or all Application(s)

- a. Notwithstanding anything contained in this TENDER, the Authority

reserves the right to accept or reject any Application and to cancel or withdraw the TENDER process and reject all Applications in full or in part, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

- b. The Authority reserves the right to reject any Application, if at any time a material misrepresentation is made or uncovered. This would lead to the disqualification of the Application.

25. Dispute Resolution Mechanism

If a dispute of any kind whatsoever arises between the Authority and the Company in connection with or arising out of the BID or the execution of the Logistics, whether during the execution of the Event or after its completion and whether before or after repudiation or termination of the Agreement, including any dispute as to any decision, opinion, consent, expression of satisfaction, approval, determination of value, action or instruction of the Authority, the matter in dispute shall be referred in writing to the Legal Department of the Authority. Not later than 28 days after the day on which it received such reference, the Authority shall give notice of its decision of the same to the Bidder/successful bidder. If such a decision made under this Clause is not acceptable to any party, the U.T. ADMINISTRATION OF DADRA & NAGAR HAVELI AND DAMAN & DIU shall resolve the dispute for issues falling under Jurisdiction.

26. Other Terms and Conditions

- a. All equipment should be ready one day prior to the festival dates in working condition.
- b. The quantity mentioned in the TENDER is as per the scope of work as on date.
- c. Quantities can be increased or decreased one week prior to the event or as the case maybe.
- d. The rates quoted in Price Bid should be inclusive of all taxes/VAT etc. VAT except Service tax which shall be charged as per rates prevalent at the time of award/execution of work.

27. Commencement of Services

The bidder with whom the negotiation is successful shall be issued the LoA.

28. Payment schedule and timeline

- a. **Payments:** The Bidder who successfully qualify, and selected to work on the Project would be paid as per the terms agreed with the successful bidder.
- b. **Additional Work:** If, in the opinion of the Authority, it is necessary to carry out any work outside of the Terms of Reference for the purposes of the Assignment in addition to the Services, the Bidder, shall carry out such additional work and with the prior authorization of the Authority. Fees for such additional work shall be decided by mutual agreement at rate similar to that finalized for other similar project or market rate.

29. MISCELLANEOUS

- i. The Selection Process shall be governed by, and construed in accordance with, the laws of UT of Dadra & Nagar Haveli and Daman & Diu and the Courts at Daman shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process and execution of the project.
- ii. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a. suspend and/or cancel the Selection Process and/or amend and/or

- supplement the Selection 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 the Authority by, on behalf of and/or in relation to any Bidder; and/or 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.
- iii. It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
 - iv. All documents and other information supplied by the Authority or submitted by a Bidder shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
 - v. The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.
 - vi. After selection, a Letter of Award (LOA) shall be issued in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event of the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and the next lowest bidder may be considered discretion.
 - vii. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.
 - viii. A Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.
 - ix. The Authority reserves the right to add or reduce the scope of work at its discretion.
 - x. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.
 - xi. Force Majeure:** Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of

such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.

xii. A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal as soon as possible.

xiii. **Arbitration**

Hon'ble Courts of Daman shall have the jurisdiction and the venue of arbitration shall be Daman and will be governed by provisions of the Indian Arbitration & Reconciliation Act.

xiv. **Damage to Persons and Property**

The Successful Bidder shall indemnify and keep indemnified the Tender Inviting Authority against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands, proceedings, damages, costs, charges, expenses, whatsoever in respect thereof in relation thereto.

xv. **Penalty conditions**

- A. Penalty of 1% of total value of contract shall be imposed if any glitch found in services for said scope of work.
- B. In case of delay in completion of Services, lack of quality measure and safety measure, non satisfactory performance for any particular element, penalty upto 50% of amount quoted for that particular element shall be imposed.
- C. If particular element is not executed by the end of the bidder, the payment of that particular event/activity shall not be released and penalty of 10% of quoted amount for that element shall be imposed.
- D. However, in case of delay due to reasons beyond the control of the Bidder, suitable extension of time shall be granted.
- E. In case of any event/activity is cancelled by the authority, payment of that event/activity shall not be released.
- F. In addition to the liquidated damages not amounting to penalty, as specified in the TENDER, warning may be issued to the Bidder for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Event or on the reputation of the tender inviting authority, civil, criminal and other penal actions including debarring for a specified period may also be initiated as per policy of the tender inviting authority and blacklist the Bidder for all future projects.

**BOQ TO BE SUBMITTED IN FINANCIAL BID FOR EXECUTION OF
SAND ART AT NAGOA BEACH DIU**

**(NOTE THE RATES SHALL BE SUBMITTED ONLINE ONLY AS PER
THE ELEMENTS MENTIONED IN THE SCOPE OF WORK)**

Sr No	Particulars	Quantity	Unit	Cost in Rs.
1.	A special sand art design showcasing Logo of G20 – India 2023 to celebrate India’s G20 presidency is to be executed at Nagoa Beach, Diu as per scope of work and terms mentioned in the tender document	1	Nos	
TOTAL COST FOR EXECUTION OF SAND ART AT NAGOA BEACH DIU (INCLUSIVE GST)				