

TENDER DOCUMENT

**Tender for development, operation,
maintenance and management of the Cafeteria
on license basis at Jampore Beach in Daman
District**

Issued by:

Department of Tourism, Daman
Paryatan Bhavan, Behind bus stand,
Nani Daman, Daman-396210(U.T).
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**U.T. ADMINISTRATION OF DADRA & NAGAR HAVELI AND DAMAN & DIU,
DEPARTMENT OF TOURISM, DAMAN**

1. NOTICE INVITING TENDER

RFP No.1/143/DT/DMN/PROPERTIES/2021-22/(Part-I)/913 Date: 22/12/2022

The Department of Tourism, U.T. Administration of Dadra & Nagar Haveli and Damam & Diu, invites Proposals from the Company/firms for the following works:

Sr. No	Name of Work & Location	RFP/Tender Fee	EMD
1	DEVELOPMENT, OPERATION, MAINTENANCE & MANAGEMENT OF CAFETERIA AT JAMPORE BEACH, MOTI DAMAN	Rs. 3,000/-	Rs. 30,000/-

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

1.	Issuance of Bidding Documents	22 December 2022
3.	Pre-Bid Conference	30 December 2022 12:00 Hrs meet.google.com/rig-dufe-chk
5.	Bid Due Date	11 January 2023 18:00 Hrs
6.	Opening of Technical Bids	12 January 2023 10:00 Hrs
7.	Financial Bid Opening	To be Intimated later on

Sd/-
Director (Tourism),
DNH & DD

2. INTRODUCTION

Background

The UT Administration of Dadra & Nagar Haveli and Daman & Diu (the “Authority”) is engaged in development of sustainable tourism projects in the Union Territory (UT) of Dadra & Nagar Haveli and Daman & Diu and as part of this endeavour, the Authority has decided to undertake development and operation/ maintenance of the Cafeteria (the “Project”) at Jampore Beach, Moti Daman through Public-Private Partnership (the “PPP”) on Design, Build, Finance, Operate and Transfer (the “DBFOT”) basis, and has, therefore, decided to carry out the single stage tender cum auction bidding process for selection of a private entity as the bidder to whom the Project may be awarded. Brief particulars of the Project are as follows:

Sr. No.	Name of the Project	Cafeteria, Jampore beach, Moti Daman
1.	Location	Government Primary School, Jampore Beach, Moti Daman, Dadra & Nagar Haveli and Daman & Diu, Union Territory of India
2.	Total Land Area	Appx. 376.20 sq. mtr.
3.	Land Details	Encumbrance free government land (Land area & location specified are tentative in nature and the actual location & area requirements will be decided by the authority during the finalization of the project).
4.	Land on License Basis	License Basis – only right to access given to the successful bidder and to develop the project site as per the RFP conditions.
5.	Minimum Development Obligations	Development and Operation of Cafeteria as per specifications mentioned in the RFP
6.	Additional Facilities	CCTV, Security, Medical and First Aid Facilities, Fire safety measures
7.	Clearances	The successful bidder shall obtain applicable permits subject to the project for submitting timely compliance.
8.	License period	The license period for the project shall be for a period of 1 Year.
9.	Additional Terms	<ul style="list-style-type: none">• The bidder shall be free to market driven rates / tariffs and generate other revenue sources from the facilities.• The bidder will have to pay Tourism Department a License Fee to be quoted by the firm as per financial bidding parameter.

10.	Eligibility Criteria	
11.	Technical Capacity	The bidders shall have to satisfy the following conditions of technical eligibility: Experience of running, operation and maintenance of at least one (01) hotel/ restaurant/ food court for at least two (02) years in the preceding five (05) years. The food license/hotel license issued by Government Authority in the name of the bidder is to be submitted in this regard.
12.	Financial Capacity	<p>a. Average Annual turnover of the bidder in whose name the tender is being applied should be Rs.2.00 crores in the last four financial years. A Certificate from the CA in this regard should be enclosed.</p> <p>b. The bidder is required to submit copies of audited balance sheet along with the copies of Income tax Return for last four years in support. A Certificate from the CA in this regard should be enclosed.</p> <p>c. Every bidder should furnish solvency certificate of Rs. 10.00 lakhs from their bankers.</p>
13.	e-Forward Auction stage	In the forward auction stage, the highest bid received in the e-tender stage shall be displayed to the bidders on the https://ddtenders.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 50%. 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'.
14.	Selection Criteria	The bidder with highest bid price quoted after the completion of e-forward Auction stage should be considered as the 'Highest Bidder' and be awarded the project.

3. SCOPE OF THE WORK:

The Department of Tourism, DNH & DD is willing to start a Cafeteria at Government Primary School, Jampore Beach, Moti Daman for providing food facility to the visiting tourists. The scope of the successful bidder shall be as follows:

- a. To run the Cafeteria by providing food to the tourists in the most reasonable price. The successful bidder / Licensee should set up and operate a cafeteria where good quality of food items, snacks along with Hot & Cold beverages & Ice- Creams, etc. shall be served.
- b. The successful bidder/Licensee shall have to meet all the food quality norms as per the FSSAI.
- c. The successful bidder/Licensee shall appoint qualified staff having sufficient experience to run & manage the cafeteria at their own cost.
- d. All repairs works and routine maintenance of the cafeteria should be promptly done by the successful bidder.
- e. The maintenance of the premises including installation of the prefabricated structure (if required) in the said premises, which will be licensed, shall be done by the successful bidder at his/her own cost to the satisfaction of Department of Tourism, Daman.
- f. Any alteration/addition, if required to be constructed by the successful bidder/Licensee, he shall seek prior written approval from Director (Tourism), DNH & DD and that will become property of Department of Tourism, DNH & DD on termination/expiry of the license period.
- g. The licensed premises and areas covered in the tender document shall not be used for any illicit or unlawful purposes.
- h. The successful bidder/licensee has to maintain toilet in the cafeteria and allow them for use of common public at charges determined by the Tourism Department.
- i. The maintenance of garden, lawns, and footpaths shall be done by the Successful bidder specifically at his own cost.
- j. The successful bidder will make his own arrangement for drinking water and electricity for the area. The payment of electricity charges or any other charges of the Government, Local Self Government, Panchayat or any other charges shall be made by the successful bidder at his own cost directly. A separate electric connection, if required, should be obtained by the successful bidder at his own cost.
- k. The Successful bidder 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.
- l. The successful bidder shall obtain all necessary licenses and permissions as may be necessary from the various authorities, competent to issue such licenses and permissions at his own cost. Such licenses will be subject to the

rules prevailing in this U.T from time to time and will be applicable to the Licensor also.

- m. The successful bidder shall have to provide the furniture, fixtures and other equipment of good quality and shall also provide all vessels, utensils, cutlery, crockery, electrical gadgets and all other equipment necessary for running the complex and maintain the same in good condition to the satisfaction of Director (Tourism), DNH & DD. Similarly, good quality table linen shall also be provided by the successful bidder.
- n. The successful bidder will have to obtain insurance for the premises 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 bidder.
- o. The successful bidder shall obtain all necessary licenses, legal permissions and follow all the laws required for the operation of the cafeteria. The successful bidder 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.
- p. The Successful bidder/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. All refuse shall be frequently removed and thrown at some place approved by the Tourism Department.
- q. The successful bidder shall duly at all time follow the provisions of the Child Labour (Prohibition and Regulation) Act, 1986 and other element made in this regard.
- r. The successful bidder is not permitted to assign or in any way transfer the right under this license to any other person or agency.

4. BRIEF DESCRIPTION OF BIDDING PROCESS:

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://ddtenders.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 RFP.
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://ddtenders.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 50%. 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 RFP, 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 RFP, 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 RFP 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:

"Queries/Request for Additional Information: RFP for Development, Operation, Maintenance and Management of Cafeteria at Jampore Beach, Moti Daman"

5. SCHEDULE OF BIDDING PROCESS

The Authority shall endeavour to adhere to the following schedule:

Sr. No.	Particulars	Timeline
1.	Issuance of Bidding documents	22 December 2022
2.	Pre-Bid Conference	30 December 2022
3.	Bid Due Date	11 January 2023
4.	Opening of Technical Bids	12 January 2023
5.	Opening of Financial Bids	To be intimated later
6.	Start of e-Forward Auction	To be intimated later
7.	Close of e-Forward Auction	To be intimated later
8.	H-1 Matching	To be intimated later
9.	Letter of Award (LOA)	To be announced later
10.	Validity of Bids	To be announced later
11.	Signing of Concession Agreement	To be announced later

6. ELIGIBILITY AND QUALIFICATION OF THE BIDDER

- i. Any firm or a company engaged in the business of operating Restaurant/Hotel/Food court is eligible to apply. The bidder shall have to enclose documentary proof in this regard for at least two (02) years experience in the preceding five (05) years for operating Restaurant/Hotel/Food.
- ii. Change in the name of the bidder will not be allowed under any circumstances.
- iii. 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.
- iv. The tender should contain the following basic mandatory documents:
 - a. Experience of running, operation and maintenance of at least one (01) hotel/ restaurant/ food court for atleast two (02) years in the preceding five (05) years. The food license/hotel license issued by Government Authority in the name of the bidder is to be submitted for last two (02) years.
 - b. Tender Fees and EMD in the desired form in favour of “Director (Tourism)” payable at Daman.
 - c. Average Minimum turnover of the firm in whose name the tender is being applied should be Rs.2.00 crores per year for last four years. The licensee is required to submit copies of audited balance sheet along with the copies of Income tax Return for last four years in support. A Certificate from the CA in this regard should be enclosed.
 - d. Every bidder should furnish solvency certificate of Rs. 10.00 lakhs from their bankers.
 - e. Proof of GST registration.
 - f. Copy of Pan Card.
 - g. An undertaking that the firm is not blacklisted/debarred from any Government organization/Department.

Note: All the supporting documents in this regard to be submitted along with the physical bid document and also in online technical bid.

7. FINANCIAL TERMS & CONDITIONS

- a. The successful bidder shall have to furnish Bank Guarantee equivalent to 50% of one-year rentals to serve as Security Deposit for the entire license period. The Bank Guarantee shall be irrevocable/unconditional and encashable by the licensee without assigning any reasons and the Bank shall honor the claim merely on demand from the licensor without any demur. The Bank Guarantee should be payable by the Bank merely on demands from the licensor, 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 successful bidder may produce Fixed Deposit Receipt (FDR) or demand Draft (DD) drawn in favor of the Director Tourism, Daman for the amount equivalent to one (01) year rentals in case he is not able to produce the Bank Guarantee as above. No interest will be payable on such deposit.
- b. The successful bidder shall have to furnish unconditional irrevocable Bank Guarantee or Fixed Deposit Receipt or Demand Draft within 30 days of acceptance of the Tender. The Bank Guarantee shall in the form and content as prescribed in this document.
- c. 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 shall stand cancelled, without any further intimation and amount of EMD so deposited shall stand forfeited to the Government.
- d. The successful bidder shall pay the sum of yearly license rent to the Director Tourism, Daman within 10 days from issuance of work order. In case of the failure in making the payment of license rent within 10 days, 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. Further, if the default continues the license shall be terminated and the Security Deposit will be forfeited. In such cases, the successful bidder shall not have any claim on any investment made in the Licensed Property.
- e. The bidder has to quote the rent inclusive of all taxes to the Department of Tourism, Daman. The quoted rates shall be fixed and shall not be subject to any change whatsoever.
- f. 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.
- g. 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.

8. 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 Running & Managing a cafeteria on license basis at Jampore Beach in the Daman district for a period of one (01) year. Hence, the bidder shall quote the rent for the year for License of Running of Cafeteria serving at Jampore Beach, Daman.
3. The schedule of the property, which shall be handed over to the Successful bidder/licensee, is mentioned in Appendix III of this tender document.
4. The duly signed copy of this tender document by the Successful bidder/licensee shall be considered as the license agreement.
5. In the event of the 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 and on Successful bidder. Failure to rectify the breach to the satisfaction of the Tourism Department within the period of 30 days, the Successful bidder shall handover quiet and peaceful possession of the premises to the Tourism Department, Daman on expiry of the notice period.
6. The period of license shall be for One (01) year. 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.
7. Any sums due by the Successful bidder/licensee to the Tourism Department, Daman under his/her license shall be recoverable as arrears of Land Revenue.
8. If notice of the termination of license is given either by the Successful bidder/licensee or by the Tourism Department, Daman the Successful bidder/licensee shall pay all sums due or falling due to the Tourism Department upto the official year in which such notice is given.
9. The Successful bidder/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.
10. The Successful bidder/Licensee shall have only right to operate and maintain 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.

11. Violation of any of the conditions of 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 Successful bidder/Licensee.
12. 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 bidder to perform its obligation under its license due to event of a Force Majeure, the successful bidder shall not be held responsible for such delays/failures. However, the successful bidder shall submit the written application within fifteen (15) working days to the tender inviting authority.
13. The successful bidder/licensee shall comply with all prevailing labour laws/Municipal laws & statutory requirement of Central Government. In case on non- adherence of the any laws/ regulations of the statutory bodies, the successful bidder/licensee will be fully responsible for the consequences arising.
14. The successful bidder/licensee shall take all precaution and safety measures for safety and security of its personnel and the Department of Tourism, Daman will not in anyway be responsible for any disability/ injury i.e. permanent or temporary disablement caused to any catering staff during discharge of their duties.
15. No Structural Change is allowed. However, if the successful bidder/licensee wants to carry out any interior work without affecting the structure, same can be done at his own cost after seeking prior permission of The Director Tourism, Daman and getting the interior plan approved by the Director Tourism, Daman.
16. The Director Tourism, Daman will have the right to enter upon the cafeteria space and inspect any area during the day and night time.
17. The Tourism Department, Daman 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 occurs during license of development, operation, maintenance and management of the Cafeteria at Jampore Beach, Moti Daman.
18. 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.
19. The license of development, operation, maintenance and management of the cafeteria at Jampore Beach, Moti Daman shall be run for the convenience of the visitor during the hours fixed by the Tourism Department time to time and as may be permitted as per the conditions of the licensing authority.

20. The Successful bidder/Licensee shall not use kerosene, firewood or any other type of smoke omitting stoves in the premises of the cafeteria.
21. The Tourism Department, Daman reserves the right to reject any or all offers without assigning any reason, therefore.
22. The Tourism Department, Daman reserves the right to add to or alter any or all clauses of the terms and conditions if found necessary.
23. The Successful bidder shall at all the time keep in the premises lawful weights, scale and measures duly verified and stamped.
24. The Successful bidder shall observe all the rules of health and hygiene in storing, preparing, handling and servicing articles of food in the complex.
25. 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.
26. 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.
27. Participating in this Tender process for License of development, operation, maintenance and management of a Cafeteria at Jampore Beach, Moti Daman directly indicates that the bidder accepts all the conditions mentioned this tender document.

NOTE: - Please return one copy of these conditions duly signed along with your tender/quotation

SEAL & SIGNATURE OF THE
BIDDER

9. PENALTY CLAUSE:

1. The Successful bidder shall be penalized at the discretion of the Director Tourism/ Secretary (Tourism) direction with fines mentioned against the following acts for commission or omission of these acts:

- i. 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 for the year.
- ii. Not following the directions of Tourism Department given in accordance with the tender document - Rs. 1000 per instance per day.

10. INSTRUCTIONS TO BIDDER AND SIGNING THE PROPOSAL

1. Tender Contents

The Tenders are to be submitted online on www.ddtenders.gov.in and offline at the Department of Tourism, Daman in two part bid system:

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

A. Technical Proposal

The Technical proposal should contain

- i. Tender Document (duly signed and stamped to be submitted along with physical bid document)
- ii. Mandatory documents as mentioned in Section 6 to be uploaded online alongwith 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. 3,000/- 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.30,000/- in the form of a Demand Draft/FDR drawn on any Nationalized/Scheduled Bank in favour of the Director Tourism payable at Daman
 - Experience of running, operation and maintenance of hotel/ restaurant/ food court for at least two (02) years in the preceding five (05) years. The food license/hotel license issued by Government Authority in the name of the bidder is to be submitted for last two (02) years.
 - Average Annual turnover of the bidder in whose name the tender is being applied should be Rs.2.00 crores in the last four financial years. The successful bidder/licensee is required to submit copies of audited balance sheet along with the copies of Income tax Return for last four years in support. A Certificate from the CA in this regard should be enclosed.
 - Proof of GST registration.
 - Copy of Pan Card.
 - Audited Balance Sheet of the last four years.
 - Copy of Income Tax Return(ITR) of last four years.
 - An undertaking that the firm is not blacklisted/debarred from any Government Organization/Department

B. Financial Proposal

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 firm and shall remain unchanged during the entire period of the license.

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 bidder 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) However, the bidders will have to apply on-line. The mandatory documents specified in this document shall be submitted before the prescribed dates physically in the office of The Director Tourism 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 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 other related hard copies of the firm may be submitted in a sealed envelope super scribed as Development, Operation, Maintenance and Management of cafeteria on license basis at Jampore Beach in the Daman district addressed to the Director Tourism, Department of Tourism, Daman.

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

The bids will be evaluated by the Tender Inviting authority on priority and the bidder with highest bid price quoted after the completion of e-forward Auction stage should be considered as the '**highest bidder (H-1)**' and be awarded the project.

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 in the Department of Tourism, Daman, Paryatan Bhavan, behind bus stand, Nani Daman, Daman-396210.
- 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.

12. 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, Maintenance & Management of cafeteria on license basis at Jampore Beach in the Daman District for a period of one (01) year, inconformity with your above referred document.

If our tender is accepted, we undertake to set up cafeteria on license basis at Jampore Beach in Daman district for a period of one (01) year.

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 communication 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)

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

13. 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 Tourism
Department of Tourism
Paryatan Bhavan, Nani Daman – 396 210
Phone: 0260-2250002
Email: dnhddtourism@gmail.com

1.[Name of relevant Bidder] (“Bidder”), has in response to a Request for Proposal (“RFP”) 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 RFP 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 RFP 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.....

14. DETAILS OF THE PROPERTY TO BE LICENSED

A. Government Primary School, Jampore Beach, Moti Daman

1. Nature of structure: RCC Column and Beam
2. Total Proposed area: Appx. 376.20 Sq. Mtr.

APPENDIX – I

Financial Bid

FINANCIAL BID FOR DEVELOPMENT, OPERATION, MAINTENANCE AND MANAGEMENT OF THE CAFETERIA ON LICENSE BASIS IN DAMAN AT JAMPORE BEACH (GOVERNMENT PRIMARY SCHOOL, JAMPORE BEACH, MOTI DAMAN) FOR A PERIOD OF ONE (01) YEAR

(TO BE SUBMITTED ONLINE ONLY)

Sr. No.	Description of the Property	License Rent offered for the year
1.	Development, operation, maintenance and management of the cafeteria on license basis in daman at Jampore Beach (Government Primary school, Jampore Beach, Moti daman) for a period of one (01) year	

APPENDIX-II

Map of Location: Government Primary School, Jampore Beach, Moti Daman



APPENDIX-III

Site Plan: Government Primary School, Jampore Beach, Moti Daman

