

**TENDER FOR APPOINTMENT OF CONSULTANT FOR DESIGNING AND
PREPRATION OF OUTDOOR PUBLICITY PLAN FOR THE UT
ADMINISTRATION OF DADRA & NAGAR HAVELI AND DAMAN & DIU**

(5th call)

Tender No: 8/102/DoT/OPP/2021-22/396 Dated: 06/05/2023

ISSUED BY:

Society for Promotion of Tourism Art & Culture (SPOTAC)
Department of Tourism
Paryatan Bhavan
Behind Bus Stop, Nani Daman
Daman- 396210
Contact: 0260 2250002,
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CHAPTER 1: INTRODUCTION

The Department of Tourism, UT Administration of Dadra & Nagar Haveli and Daman and Diu is engaged in the development of Tourism activities in the UT Administration of Dadra & Nagar Haveli and Daman and Diu and as part of this endeavor, the Authority has initiated various projects for the promotion of tourism, art and culture in Daman, Diu and Dadra & Nagar Haveli.

To raise awareness about the beautiful tourist locations of Daman, Diu and DNH and its achievements amongst diverse Tourists, it is planned to make outdoor publicity plan for advertising in English, Hindi and various regional languages. Outdoor Publicity media includes elements like hoardings/billboards, banners, pole kiosk, bus Q shelter, digital out of home (DOOH) media (digital billboards), brochures, leaflet, any other element suggested by the consultant which is tangible and provides readers the opportunity to view advertisements while travelling. This medium is very useful to reach specific audience, geographically spread. For the said purpose, the services of a consultancy for preparation of outdoor publicity plan will be required.

Background

The Union Territory of Dadra & Nagar Haveli and Daman & Diu consisting three major districts i.e. DNH, Daman and Diu which are geographically separated as Daman situated on western side of Vapi adjoining to the state border of Gujarat and DNH situated on eastern side of Vapi adjoining to the state borders of Gujarat & Maharashtra. However, the district Diu situated adjoining to the state borders of Gujarat in Saurashtra region.

The District Daman is consisting of 21 villages in area of 72 Sq. Km. With total length of 241.40 Kms roads. The District Diu is consisting of 4 villages in area of 40 Sq. Km. With total length of 63.43 Kms roads. The District Dadra and Nagar Haveli comprising of 65 villages and one town Statutory and 5 Census Town from a single district and single taluka in total area of 491 sq. Km.

Daman

Daman or Damao, a Union Territory was a Portuguese enclave for four centuries and a half till the close of the colonial rule in 1961. This paradise of peace, solitude and contentment with its coastline about 12.5 km along the Arabian sea (the Gulf of Khambhat) was once known as Kalana Pavri or Lotus of Marshlands. A laid back little town, Daman is divided by the Damanganga river. Nani Daman (or Little Daman) in the north and Moti Daman (or Big Daman) in the south which retains something of the

Portuguese atmosphere in its Government buildings and churches of colonial origins enclosed within an imposing wall.

This territory is well connected by rail, road and air. Daman and Dadra & Nagar Haveli is situated on the southern border of Gujarat state just off N.H. - 8 and is about 190 kms from Mumbai and 12 kms from Vapi - the nearest railway station on the Western Railway. Diu is on the Saurashtra Coast, about 90 kms south of Verawal and 200 kms from Rajkot.

Daman receives approx. 3 million tourists annually and the important destinations that are normally visited in Daman are as under:

Diu

The Sound of Silence A paradise in its own right and situated off the southernmost tip of the Saurashtra Peninsula of Gujarat, Diu, the Isle of Calm is surrounded by the blue waters of the Arabian Sea on three sides and the picturesque Chasi on the North.

A travellers' "El Dorado", Diu has some of the most breath-taking natural and man-made wonders packed within minutes of each other. Cocooned in an area of just 40 sq. kms; it has few small but beautiful beaches each carrying a different charm for an unforgettable experience. Small but yet sublime, this tiny pendant of Saurashtra is steeped in immense history.

Diu is situated in Saurashtra region border of Gujarat state and is about 60 kms from Gir National Park and 85 kms from Somnath a famous temple and the nearest railway station on the Western Railway. Diu is on the Saurashtra Coast, about 90 kms south of Verawal and 200 kms from Rajkot. The facility of Pawanhans from Daman in helicopter is also available. The flight from Diu to Ahmedabad is also available for air travelling.

Dadra and Nagar Haveli

Small is beautiful and so is the UT of Dadra & Nagar Haveli, having an area of 491 sq. km. and a population of 3,43,709 (as per 2011 Census), comprises of two enclaves: Dadra and Nagar Haveli. The territory is situated between the states of Maharashtra and Gujarat near the west coast, Silvassa being its Capital The forest cover over 40% of the total geographical area gives it a look of woodland. Another important aspect of the U.T. is its tribal inhabitants, who constitute 60 % of the total population. Dadra and Nagar Haveli receive approx half a million tourists annually.

CHAPTER 2: NOTICE INVITING TENDER

1. The UT Administration of DNH & DD, Department of Tourism intends to hire a consultant for designing and preparation of outdoor publicity plan for identifying the scope of branding location and quantity for outdoor publicity in DNH & DD. The appointed consultant is expected to have geographical knowledge about the territory and design the outdoor publicity plan by identifying prime locations and quantity for branding activities.
2. Name of the work: Appointment of consultant for Designing and Preparation of Outdoor Publicity plan for the UT of DNH & DD (5th Call).
3. Period of the Consultancy: The consultant for Designing and Preparation of Outdoor Publicity plan for the UT of DNH & DD shall be appointed for implementation of outdoor publicity plan for DNH & DD.
4. The Schedule for sale / downloading of tender document and submission of tender online on <https://ddtenders.gov.in> and offline at the office of Member Secretary (SPOTAC) is given below:

Sr No	Particulars	Date & Time
a.	Tender Downloading start date	06/05/2023
b.	Tender Downloading end date(last date for bid submission) (Online & Offline)	29/05/2023 at 18:00 Hrs
c.	Technical bid opening	30/05/2023 at 12:00 Hrs
d.	Presentation	Shall be communicated to eligible bidders
e.	Financial bid opening	After Presentation
f.	Pre-bid Meeting	12/05/2023 at 11:30 AM Onwards VC Link: meet.google.com/iza-tcbo-dan

Note: The SPOTAC, Department of Tourism, DNH & DD reserve the right to change any of the above details at its sole discretion.

5. Offers sent by fax/ telex or email will be treated as non-responsive and will be rejected.
6. Tender documents are non-transferable. Tenderer must obtain the tender document in their own name and submit the tender directly in the same name. Bid Submission as Joint Venture is Not Allowed.

7. The SPOTAC, Department of Tourism, DNH & DD reserves the right to reject any or all the offers for the proposed work without assigning any reason.
8. Any amendments in this tender including the dates, venue, corrigendum, clarifications, addendum, Erratum etc. will be made available at the e-Procurement website <https://ddtenders.gov.in> and tenderers are requested to check and download the same for submission.
9. Contact details:
 - a. Mailing Address:
Member Secretary (SPOTAC), DNH & DD
Office of the Department of Tourism
Paryatan Bhavan
Behind the Bus stand
Nani Daman
Daman – 396210
 - b. Contact Number: 0260- 2250002
 - c. Email Address: dnhddtourism@gmail.com

Sd/-
Director (Tourism)/
Member Secretary
(SPOTAC), DNH & DD

CHAPTER 3: TENDER FORM

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

To,
The Director (Tourism)/Member
Secretary (SPOTAC)),
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 appointment of consultant for designing and preparation of outdoor publicity plan for the UT Administration of DNH & DD for a period of one (01) year and further extendable for two (02) years, in conformity with your above referred document. If our tender is accepted, we undertake the work for consultancy for designing and preparation of outdoor publicity plan for the UT Administration of DNH & DD for a period of one (01) year and further extendable for two (02) years, 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)

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

CHAPTER 4: SCOPE OF WORK

1. The key work of the consultant is to design and prepare outdoor publicity plan for the UT of DNH & DD in all three districts (i.e. DNH, Daman and Diu).
2. The elements shall include hoardings/billboards, banners, pole kiosk, bus Q shelter, digital out of home (DOOH) media (digital billboards), any other element suggested by the consultant (permanent and temporary).
3. The consultant shall determine the viewing positional of different sites based on the parameters such as traffic footfall, tourist footfall, traffic issues, etc.
4. After the survey, consultant may optimally utilize the locations which are not used for any purpose earlier and try to use niches and corners of different roads.
5. The consultant should suggest the places where digital out of home (DOOH) media (digital billboards) shall be optimally placed considering factors like location, availability of optical cable network, electricity, visibility and least destruction to the traffic, etc.
6. The consultant should consider the need to place elements for awareness and education purpose also while suggesting the locations and not only from the commercial perspective.
7. The outdoor publicity plan shall include numbers and size of elements and prominent location & positioning for installation of these elements as (per point number 2).
8. The printing quality, GSM of elements, material & size of frame on which the elements (as per point number 2) will be installed shall be also included in the outdoor publicity plan.
9. The consultant shall visit the territory with the team and identify the prominent location where the publicity element shall be installed/ placed.
10. The consultant shall bring with innovative ideas for outdoor publicity activities.
11. The consultant shall suggest when and what type of the outdoor branding shall be done as per the important events/policy of the territory.
12. The consultant shall study advertising & publicity tenders/RFPs and work orders of similar cities and states anticipated charges that can be levied at different locations.
13. The consultant shall prepare the Detailed Project Report (DPR) separable for all three districts (i.e. DNH, Daman and Diu)
14. The consultant shall execute or complete the allotted work as and when required within stipulated time provided by the Department of Tourism.

CHAPTER 5: PROCEDURE FOR HIRING THE CONSULTANT FOR DESIGNING AND PREPARATION OF OUTDOOR PUBLICITY PLAN FOR DNH & DD

A. EVALUATION PROCESS

1. An initial screening of all the applications will be undertaken at Department level after evaluation of all the applications on the basis of qualifying criteria as laid down in para titled "Prequalifying Criteria" below.
2. The bidder fulfilling the terms and conditions prescribed in the tender document and qualify in the pre qualification criteria as per part B of this chapter will be called for presentation by the Society for Promotion of Tourism Art & Culture, DNH & DD.
3. A selection committee will evaluate the total technical score including presentation on prescribed date of the qualifying bidders in the pre qualification criteria.
4. The technical evaluation will carry a weightage of 60 marks. The financial bid will carry weightage of 40 marks. After analysis of Technical Bids, the financial bids of tenders will be opened.
5. Financial evaluation will carry a weightage of 40 marks. The lowest financial offer will be the benchmark for financial evaluation and will get 40 marks and the next higher offer will be evaluated in the form of lowest rate X 40/Offered rate
6. The agency which scores the highest aggregate marks on the basis of cumulative marks obtained in technical and financial bids (after adding the scores from the technical and financial evaluation) will be appointed as the consultant for designing and preparation of the Outdoor Publicity Plan for DNH & DD.

B. PRE QUALIFICATION CRITERIA

1. A Bidder can be a company/ partnership firm/ other legal entity incorporated/ established as per the applicable laws in India.
2. A bidder should have been executed at least 3 or more consultancy for advertising work or prepared an advertising plan/execution of advertisement bill board in various cities of India for any government department/PSU in minimum last five years.
3. A bidder should have Minimum cumulative annual turnover of Rs. 20 lacs during last four years each with documentary proof for years 2018-19, 2019-20, 2020-21 & 2021-22 certified by CA.
4. A bidder shall not be blacklisted or debarred from any government agency/PSU.
5. A bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this tender Document.

C. TECHNICAL EVALUATION CRITERIA

Sr No	Evaluation of Technical Criteria	Total Maximum Marks	
A.	A list of works of projects for consultancy for advertising work or prepared an advertising plan/execution of advertisement bill board in various cities of India for any government department/PSU in minimum last five years is to be submitted along with supporting proof (i.e. work order/letter of award/work completion certificate).	15	
	<u>Number of Projects</u>		<u>Marks</u>
	More than 6 Projects		15 Marks
	4 projects to 6 projects		10 Marks
	Minimum 3 projects		05 Marks
B.	Proof of numbers of employees working under the bidder for advertising and publicity works	10	
	<u>Number of Employees</u>		<u>Marks</u>
	More than 25 employees		10 Marks
	10 employees to 20 employees		07 Marks
C.	Cumulative annual turnover of last four financial Years certified by the CA shall be submitted.	15	
	<u>Cumulative annual Turnover of last four financial years</u>		<u>Marks</u>
	More than 30 lacs		15 Marks
	20 lacs to 30 lacs		10 Marks
	Minimum 20 lacs		05 Marks
D.	<p style="text-align: center;"><u>Presentation:</u></p> Background of organization and experience of the consultant/agency in advertising and publicity work and creative ideas for this project and general approach of methodology that the applicant proposes for carrying out the outdoor publicity plan for the UT of DNH & DD.	20	
	Total Marks	60	

**D. LIST MANDATORY DOCUMENTS NEEDS TO BE SUBMITTED BY
THE CONSULTANT /AGENCY**

1. The proof of experience minimum numbers of projects in last five years for any government department/PSU/private firms /any agency.
2. The cumulative turnover certified by CA for last four financial years.
3. Proof of numbers of employees working under the bidder.
4. Company Registration certificate, PAN card and GST certificate.
5. ITR of last four financial years.
6. Document fees (non-refundable) amounting to Rs. 1,000/- (Rupees One Thousand Only) in form of Demand draft payable at Daman in favour of Member Secretary (SPOTAC), DNH & DD.
7. EMD (refundable) amounting to Rs. 50,000/- (Rupees Fifty Thousand Only) in form of Demand draft payable at Daman in favour of Member Secretary (SPOTAC), DNH & DD. Exemption for MSME firms (MSME certificate should be submitted mandatorily).
8. Undertaking of not blacklisted by any government/PSU.

CHAPTER 6: IMPORTANT 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 bid for appointment of consultant for designing and preparation of outdoor publicity plan for the UT Administration of DNH & DD.
3. All Bidders should familiarize themselves with local conditions and take them into account in preparing their bid. To obtain first-hand information on the assignment and local conditions, Bidders are encouraged to visit the Authority before submitting a bid and to attend a Pre-bid Meeting, if any. Attending the Pre-Bid Meeting is optional. Bidders should contact the Authority's representative to obtain additional information on the Pre-Bid Meeting.
4. The bid 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. Authority will provide equal opportunity to all bidders and provide sufficient time to submit remaining mandatory documents if not submitted in online or offline or both format.
8. 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.

9. Pre-Bid Visit To the Site and Inspection of Data

Prospective Bidders may visit the Site (as mentioned in Scope of Work) and review the available data at any time prior to Presentation. The bidders may visit DNH & DD during working days and time (i.e. from Monday to Friday between 10 AM to 6 PM).

10. At any time before the submission of Proposals, the Authority may amend the tender document by issuing a corrigendum in writing or by standard electronic means. The addendum 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 Bid

After submission of the final bid 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 (02) 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 www.ddtenders.gov.in and physically in the office of the Authority at the following address:

The Member Secretary (SPOTAC), Department of Tourism, Paryatan Bhavan, Nani Daman, Daman – 396 210 Phone: 0260- 2250002

b. The bidder shall submit the tender documents in a sealed envelope super scribed as **“Tender for appointment of consultant for designing and preparation of outdoor publicity plan for the UT Administration of DNH & DD”**

c. Tender Contents

The Tenders are to be submitted online at www.ddtenders.gov.in and offline at the office of the Member Secretary SPOTAC, DNH & DD in 2 part bid system:

- I. Technical Proposal (signed and stamped tender document along with mandatory documents)
- II. Financial Proposal (Note that the bidder shall submit the BOQ and overall cost in the online financial bid only).

I. Technical Proposal (Online and Offline)

The Technical proposal should contain tender Document (duly signed and stamped to be submitted along with mandatory documents).

II. Financial Proposal (Online Only)

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 overall cost shall be submitted in the online financial bid).

13. Timeline:

- a. The consultant shall submit the outdoor publicity plan (DPR) in digital and print format to the office of tender inviting authority within one (01) month after issue of letter of acceptance.
- b. After the approval of the DPR, the consultant shall prepare the RFP within 15 days and submit to the tender inviting authority.

Note: In case of delay in any work as mentioned in this timeline shall be liable for the penalty as mentioned in the clause 24 of chapter 6 of this tender.

14. Security Deposit

- a. The successful tenderer shall have to furnish Bank Guarantee amounting to 50% of one year consultancy fees (quoted in Financial Bid) to serve as Security Deposit for the entire consultancy 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 Member Secretary (SPOTAC), for the amount 50% of one year consultancy fees (quoted in Financial Bid) in case he is not able to produce the Bank Guarantee as above. No interest will be payable on such deposit.
- b. 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.
- 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 stands cancelled, without any further intimation and amount of EMD so deposited shall stand forfeited.

15. 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.

16. Working Conduct

The Consultant will work in 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.

17. Period of Engagement: Work will start from Date of Issuance of LoA till the submission of final DPR for all three districts.

18. 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.

19. Change in Management / Bidder Composition

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

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

- a. Notwithstanding anything contained in this tender document, 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.

21. 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.

22. 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.

23. Commencement of Services

The bidder with whom the negotiation is successful shall be issued the LoA. On issue of LoA the bidder shall have to enter into a contract with the Authority on or before next 7-days from the date of receipt of such LoA.

24. Payment schedule and timeline

- a. Payments:** The Bidder who successfully qualify, and selected to work on as a consultant would be paid after submission of final DPR for all three districts for outdoor publicity plan approved by the tender inviting authority.
- 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.

25. Penalty conditions

- A.** Penalty upto 25% of total value of contract shall be imposed if any glitch or delay or any error found in services for said scope of work.
- B.** In case of lack of quality measure and non satisfactory performance for any particular work, penalty upto 50% of amount quoted for that particular work shall be imposed.
- C.** If particular work is not executed by the end of the bidder, the payment for that non-executed work shall not be released and penalty of 10% of total quoted amount 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 work is cancelled by the authority, payment of that work 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 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.

26. 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
 - d. independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 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 highest ranking 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.

**CHAPTER 7: BOQ TO BE SUBMITTED ONLINE IN
FINANCIAL BID FOR APPOINTMENT OF CONSULTANT
FOR DESIGNING AND PREPARATION OF OUTDOOR
PUBLICITY PLAN FOR THE UT ADMINISTRATION OF DNH
& DD FOR A PERIOD OF ONE (01) YEAR AND FURTHER
EXTENDABLE FOR TWO (02) YEARS**

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

Sr No	Particulars	Amount in Rs.
1.	Daman District	
2.	Diu District	
3.	Dadra & Nagar Haveli District	
	Total Cost of Consultancy (including Taxes as applicable)	

*The total cost of consultancy quoted in the Financial Bid shall be considered.

ANNEXURE I: 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,

Member Secretary (SPOTAC)

Department of Tourism

Paryatan Bhavan, Behind Nani Daman Bus stand, Daman – 396 210

Phone: 0260-2250002

Email: dnhddtourism@gmail.com

1.[Name of relevant Bidder] (“Bidder”), has in response to a Tender issued by SPOTAC, 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 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.....