

BID DOCUMENT

Licence for running of Boating Service in the lake at Vanganga Garden, Dadra for a period of 2 years with 10% increase in annual rent every year and can be extended to further 2 years.

**TENDER NOTICE NO. DNH/TOUR/C/44/525
DATE: 21.11.2023**

TENDER ID NO. 2023_DAMAN_3185_1

**TOURISM DEPARTMENT,
TOURIST RECEPTION CENTRE
SHAHEED CHOWK, NEAR TRIBAL MUSEUM
UT ADMINISTRATION OF DADRA & NAGAR HAVELI
SILVASSA- 396230
PH. NO. 0260- 2641399
email: dnhtourism@gmail.com**

BID DOCUMENT

TABLE OF CONTENTS

SR. NO.	PARTICULARS	PAGE
1.	TENDER NOTICE	3
2.	INTRODUCTION	4
3.	SCOPE OF THE WORK	5
4.	ELIGIBILITY CRITERIA	6-7
5.	FINANCIAL TERMS & CONDITION	8
6.	GENERAL TERMS AND CONDITIONS	9-10
7.	INSTRUCTIONS TO SUCCESSFUL BIDDER	11-16
8.	SELECTION PROCEDURE	17
9.	BIDDING PROCESS	18-19
10.	ANNEXURE - C	20
11.	INSTRUCTIONS TO BIDDERS	21
12.	FORMATS AND SIGNING OF PROPOSAL	22
13.	DETAILS OF BIDDERS	23
14.	BANK GUARANTEE FORMAT	24-26
15.	PRICE SCHEDULE	27

**ADMINISTRATION OF
DADRA NAGAR HAVELI AND DAMAN AND DIU, U.T.
(TOURISM DEPARTMENT, SILVASSA)**

1. E-TENDER (ON LINE) INVITATION NOTICE

No.: DNH/TOUR/C/44/525

Date: 21.11.2023

On behalf of the President of India, the Director, Tourism Department, Dadra & Nagar Haveli, Silvassa invites e-tenders (Online) in two bid system through Online on <https://ddtenders.gov.com> from the interested Authorized Agencies/firms for the “**Running of Boating Service in the lake at Vanganga Garden, Dadra for a period of 2 years with 10% increase in annual rent every year and can be extended to further 2 years**” to be sent by RPAD/Courier or to be deposited by Hand in Tender Box kept in the Office of the undersigned on or before **12.12.2023** upto 18.00 Hrs.

Sr. No.	Description of Item	Estimated cost	EMD	Tender Fees
1	Running of Boating Service in the Lake at Vanganga Garden, Dadra for a period of two (02) years with 10% increase in annual rent every year and can be extended to further 2 years	Rs.4.50 lakhs per year	Rs. 10,000/-	Rs. 1000/-

Online downloading and uploading starts	21.11.2023 at 1500 hrs. onwards
Online downloading & uploading end	12.12.2023 at 1800 Hrs
Physical submission of tender fees, EMD, etc.	12.12.2023 till 1800 hrs
Online opening of Technical Bid	13.12.2023 at 1200 hrs
The online Technical Bids received without scanned copies of tender fees, EMD and Mandatory documents shall not be considered for evaluation. List of the mandatory documents are specified in the terms and conditions.	
The bidders have to submit the price bid in Electronic Format only on website till the last date and time for submission. <u>Price bid in physical format shall not be accepted in any case.</u> The price bid shall be opened of those firms/agencies who are qualified in technical bid.	
Bidder shall have to post their queries on E-mail Address: dnhtourism@gmail.com on or before 30.11.2023 upto 1500 hrs. Or can call on Office no.(0260) 2641399	
The Tender Inviting Authority reserves the right to accept / reject any or all tenders without assigning any reason thereof.	
The tender form along with all details including schedules and terms and conditions can be downloaded from the Web Site https://ddtenders.gov.in	
In case bidder needs any clarification or if training required of participating in online tender, they can contact the NIC, Silvassa	

Sd/-
Director of Tourism
Tourism Department, D&NH
Silvassa

Copy fd.w.cs to:

1. The Chief Publicity Officer, D.N.H, Silvassa with a request to publish the same in leading national daily news papers.
2. The Director (IT), D&NH, Silvassa for publication on Website.

2. INTRODUCTION

The UT Administration of Dadra Nagar Haveli and Daman & Diu, Tourism Department, DNH&DD is in process to engage a reputed firm/agency/sole entity for running of boating service at Vanganga Garden, Dadra, DNH district. The Union Territory of Dadra and Nagar Haveli is situated on the Western coast of India between the parallels of 20⁰-0' and 20⁰-25' of latitude North and between the meridian 72⁰-50' and 73⁰-15' of longitude East. It has an area of 491 Sq. Km.

The Vanganga Garden, Dadra which is maintained by the Tourism Department, DNH&DD is the most liked tourist spot in the district. The department has developed an artificial lake in the garden in which the boating service is being carried out.

The engaged firm/agency/sole entity will look after all the works related to running of boating service including maintenance of the premises, boats, existing jetty etc. the details are mentioned in the document.

3. SCOPE OF WORK

1. *The successful licence holder shall engage peddle boats and other related infrastructure in the area for the benefit of the tourists.
2. The successful licence holder shall maintain the existing jetty for providing appropriate boarding points to the tourists. He shall also develop appropriate parking sites for placing the boats properly.
3. All the boats should be fully equipped with all safety requirements including safety jackets, life buoy/ ring, etc. all the safety equipment shall be SOLAS Certified.
4. All the tourists should be provided life jackets during the ride of boats by the licensee. Violation of this condition will cause a fine of Rs. 5000/- per tourists to the Licensee.
5. Proper arrangement of tickets should be provided including appropriate display of the rates etc.
6. Regular maintenance of the area in the Boating Service Premises shall be responsibility of the licence holder. Failing to maintain properly as per the satisfaction of the Tourism Department shall paramount to a penalty of Rs. 1000/- per day.
7. The licence holder shall engage adequate number of staff. The staff engaged by the licence holder should be healthy, medically fit, having sufficient experience/knowledge of the work and with no criminal record.
8. The bidder shall maintain a register for operating the boating service detailing daily entry of start and end time, total number of tickets sold, total number of visitors etc. which shall be inspected by the staff of the Department on daily basis and whose signature shall be obtained.
9. The Licence holder has to keep peddle boats in excellent physical, aesthetic and water worthy condition. Failure to do so shall involve a fine of Rs. 1000/- per day.
10. The licence holder shall be free to bring its/his/her own boats, etc. if desired with a ceiling of maximum 30 boats.
11. Any repair/maintenance in boats/jetty shall be carried out by the licensee.
12. It will be the sole responsibility of the licensee if any unwanted mishap/incident is occurred in the licensed premises/during boat rides. The department will not take any charge in any such case.

4. ELIGIBILITY CRITERIA

(ANNEXURE "A")

- A] The tender should contain the following mandatory documents:
1. The Bidder can be a sole Proprietorship firm / a Partnership firm/a Company incorporated under the Companies Act 1956 / 2013/ any other legal person.
 2. Experience of running of boating services/water sports/ water related rides or activities, etc. of at least three (03) years. Work Order from Central Government / State/UT Government/Semi-Government / PSUs / Private Companies/ Individual persons shall be considered.
 3. Minimum one (01) work order received/work completion certificate not less than Rs. 3.50 lakhs each for operating boating services/water sports/ water related rides or activities, etc. should be submitted.
 4. Tender Fees of Rs. 1000/- and EMD amounting to Rs. 10,000/- both in the desired form of DD/ FDR in favour of "Director (Tourism) payable at Silvassa, DNH.
 5. The tenderer should have an average annual turnover of minimum of Rs. 20.00 lakhs during the last three years. A Certificate from the CA in this regard should be enclosed. Profit and loss statements for last three consecutive also to be submitted.
 6. Income Tax clearance Certificate (ITCC) for last three years.
 7. The bidders shall be registered with the NIWS Goa and shall also submit the NIWS license/certificate of the operator himself as per guidelines laid by Ministry of Tourism, India.
 8. Copy of PAN and GST.
 9. An undertaking that the firm/agency is not blacklisted/debarred from any Government organization/Department on the firm/agency's letter head.
 10. Attested copies of articles of Association (in case of Companies), Bye-Laws and certificates of registration (in case of registered-co operative Societies) Partnership Deed (in case of Partnership Firms.)
 11. Signed and stamp copy of this tender document in token of acceptance of all the terms and conditions.

All the supporting documents in this regard to be submitted along with the physical bid document signed and stamped on all pages. The scanned copy of the same shall be uploaded as online bid.

Any other documents which may be relevant to the tender as per the general and specific conditions laid down in Annexure "A" & "B" respectively.

If a tender which is not accompanied by all the documents mentioned in above, the same will be rejected outright, promise of subsequent submission of any of the above documents will not be entertained under any circumstances.

SD/-
SIGNATURE OF THE TENDERER
IN TOKEN OF ACCEPTANCE OF
THE ABOVE CONDITIONS

5. FINANCIAL TERMS & CONDITIONS

ANNEXURE "B"

- a] The successful tenderer shall have to furnish Bank Guarantee equivalent to 10% of quoted amount to serve as security deposit for the entire licence period in a format prescribed by the Tourism Department. The Bank Guarantee shall be irrevocable/unconditional and en-cashable by the licensor without assigning any reasons and the Bank shall honour 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 raised by the licensee or any suit pending in any Court of Law. The Bank Guarantee should be valid for the entire licence period. The Tenderer may produce Fixed Deposit Receipt (FDR) drawn in favour of Joint Director of Tourism for the amount equivalent to one-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 tenderer has to quote the yearly licence rent payable to the Department.
- c] The Successful Tenderer/licensee shall pay the sum of yearly licence rent to the Department before signing of the licence agreement for the first year and one month in advance during the subsequent year of the licence period specified. In case of the failure in making the payment of licence rent one month in advance, 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 due date of payment with written permission from the Director of Tourism to allow such extension which shall not exceed three months from the due date of payment. In case the Licensee fails to make payment of the annual rent alongwith interest as above within 3 (three) months from the commencement of the particular year, the Licence Agreement shall be terminated and the Security Deposit will be forfeited. In such cases, the Licensee shall not have any claim on any investment made in the Licensed Property and the same shall become the property of the Tourism Department. However, the Competent Authority may, at his discretion, allow further extension to pay the annual rent with interest in case convincing reasons are there to delay the payment of rent.

6. GENERAL TERMS AND CONDITIONS

- a] The Technical bid (physical tender) should be addressed to the Director of Tourism, Dadra and Nagar Haveli, New Kala Kendra Building, Silvassa duly legible and shall be received by the Accepting Officer before due date and time notified by the Department. The physical tender submitted after due date and time shall not be accepted under any circumstances.
- b] The tender shall remain open for acceptance for a period of 6 months from the date of opening of tenders. If any tenderer withdraws, surrenders or modifies his tender on any ground whatsoever before the said period or makes any modifications in the terms and conditions of the tender, the entire amount of the earnest money shall be forfeited absolutely. This shall be without prejudice to other rights or remedies that may be available to Department of Tourism.
- c] The Director of Tourism, DNH&DD reserves his right to reject or accept any or all the Tender(s) without assigning any reason therefore. Any Tender not fulfilling any of the prescribed condition shall be rejected.
- d] The Director of Tourism, DNH&DD reserves the right to amend, revoke or modify the scheme at his discretion as well as to withdraw all or any of the property from the tender at any stage. However, it shall not be resorted to unless there is statutory amendment/rules made applicable for the entire territory, which shall automatically be made applicable to the Tenderer/Licensee for which no compensation shall be paid by licensor to the licensee.
- e] The property is being offered on **“as is where is basis”**. It is presumed that the tenderer has inspected the property, plot and building/premises and familiarized himself with the prevalent site conditions in all respects before submitting the tender.
- f] The Tenders have to upload online the scanned copies of all the documents asked in the Item No. (5) Eligibility Criteria and submit the physical tender (Technical Bid) in the Office of the Tender Inviting Authority on or before due date.

7. INSTRUCTIONS TO SUCCESSFUL BIDDER

1. The successful tenderer shall have to furnish unconditional irrevocable Bank Guarantee or Fixed Deposit Receipt or Demand Draft within 07 days of acceptance of the Tender. The Bank Guarantee shall in the form and content as prescribed in condition No.5 (a) of this annexure.
2. On failure to furnish the Bank Guarantee 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.
3. Change in the name of the tenderer will not be allowed under any circumstances.
4. No change in constitution/shareholding of the successful tenderer will be done under any circumstances without the prior approval of the Department of Tourism in writing.
5. After the Bank Guarantee or Fixed Deposit Receipt or Demand Draft as security is furnished and yearly licence rent is paid in advance and other conditions satisfied, the successful tenderer will be entitled to sign an Agreement to Licence which will enable him to enter upon the land.
6. The successful tenderer shall appoint qualified staff having sufficient experience to run the Boating facilities/water sports/water sports activities, etc. However, a tenderer having experience of running similar facilities will be preferable. (The proof of such experience should be enclosed with the tender offer).
7. The Tender shall be accompanied by E.M.D. of Rs. 10,000/- in the form of fixed deposit Receipt and Tender Fees Rs. 1000/- in form of Demand Draft of any Nationalised / scheduled Bank drawn in favour of Director of Tourism, Dadra & Nagar Haveli, Silvassa.
4. The Tender is for running of Boating Service in the Dadra Lake at Vanganga Garden, Dadra as given in the schedule of property at the time of entering into the final licence agreement. The tenderer shall therefore, quote the rent per annum.

5. The Licence of Running of Boating Service in the Dadra Lake at Vanganga Garden, Dadra shall be for a period of **2 years** with increase in annual lease rent 10% every year and can be extendable for further 2 years.
6. The tenderer shall quote the rate per annum Licence of Running of Boating Service in the Dadra Lake at Vanganga Garden, Dadra.
7. The schedule of the property, which shall be handed over to the tenderer, is annexed with the tender documents in the Annexure- C.
8. The approved tenderer has to employ the existing labour in addition to his labour force.
9. The maintenance of the property, which will be licensed, shall be done by the Successful Tenderer at his/her own cost to the satisfaction of the Tourism Department.
10. The property is being licensed on “**as is where is basis**” and the successful Tenderer shall have to provide the furniture, fixtures and other equipment of good quality necessary for Running of Boating Service in the Dadra Lake at Vanganga Garden, Dadra only in good condition to the satisfaction of the Tourism Department, DNH&DD.
11. The Tenderer shall make his own arrangement for Drinking Water, Sanitation, Electricity & Garbage disposal at his own cost. The payment of electricity and water charges or any other charges of the Govt., Local Self Govt., Panchayat or any other agency shall be made by the Successful Tenderer at his own cost directly to the concerned authorities. A separate meter, if required should be installed by the tenderer at his/her own cost and electricity charges shall be borne by him/her.
12. In the event if the Successful Tenderer/licensee committing any breach of the terms and conditions herein contained and on their part to be observed and performed, Director of Tourism Dadra and Nagar Haveli without prejudice to his/her other rights and as remedy shall be entitled to forfeit the Security Deposit and recover the loss and shall have the right to terminate the agreement after giving 30 days notice in writing and on Successful Tenderer/licensee’s failure to remedy the breach to the satisfaction of the Tourism Department within the period of 30 days. In such case, the Successful Tenderer/licensee shall handover quiet and peaceful possession of the premises to the Director of Tourism, Dadra and Nagar Haveli on expiry of the notice period.

13. The period of licence shall be for two (02) years extendable for further period of 2 years. However, the licence can be cancelled at any time before the expiry of the licence period by giving One (01) month notice on the either side any time.
14. Any sums due by the Successful Tenderer/licensee to the Tourism Department under his/her licence shall be recoverable as arrears of Land Revenue.
15. If notice of the termination of licence is given either by the Successful Tenderer/licensee or by the Tourism Department, the Successful Tenderer/licensee shall pay all sums due or falling due to the Tourism Department upto the official year in which such notice is given.
16. The licensee shall on termination or revocation of the licence 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 licence, normal wear and tear being accepted.
17. Except with the written consent of the Tourism Department previously obtained, who may impose such condition as deemed fit the licensee shall not assign, nor let or part with the possession of the said premises or transfer the Licence of Running of Boating Service in the Dadra Lake at Vanganga Garden, Dadra by way of the sale, gift, exchange, mortgage, sub-licence or otherwise whatsoever.
18. The Successful Tenderer shall have only a personal right in 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.
19. The Successful Tenderer shall keep the premises including the surroundings clean and tidy to the satisfaction of the Tourism Department and shall not store or allow to accumulate any refuse except those, which are absolutely necessary. All refuse shall be frequently removed and thrown at some place approved by the Tourism Department.
20. The Successful Tenderer shall obtain all necessary licenses and permission as may be necessary for Running of Boating Service in the Dadra Lake at Vanganga Garden, Dadra from the concerned authorities competent to issue such permissions/ licenses at his own cost.

21. The Successful Tenderer shall enter into an agreement with the Tourism Department within 10 days from the acceptance of the offer and shall pay Security Deposit equivalent to rental charges per annum immediately in the form of Bank Guarantee.
22. The Successful Tenderer shall pay licence fee equivalent to rental charges per annum in advance i.e. the payment for the next year shall be made in the last month of the preceding term to the Joint Director of Tourism Dadra & Nagar Haveli, Silvassa, in the form of challan to be remitted in the Govt. Treasury at Silvassa.
23. In case of delay in payment of the licence fee upto a maximum of 10 days from the date, the fees become due and payable. The interest with penal interest at the rate of 12% per annum or as may be decided from time to time shall be levied and payable by the licensee. The extension for the delay of not more than 3 months shall have to be sought well in advance to the Tourism Department in writing giving specific reasons. In the event of delay of more than 3 months in the payment of the licence fee from the due date, then the fee becomes due and payable and the Security Deposit paid by the successful bidder shall be forfeited and the contract shall be liable to be cancelled.
24. The Successful Tenderer shall be allowed to make addition or alteration in the permanent structures or temporary structures in the Licensed premises with specific written permission from the Tourism Department.
25. The Tourism Department 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 licence of Running of Boating Service in the Dadra Lake on all working days during working hours at Vanganga Garden, Dadra.
26. If any damage is done to licensed property by fire, water or any other cause whatsoever through negligence or otherwise of the licence or his agents, the licence shall make good the entire damage at its own expense.
27. Any alteration/addition or new construction of building sheds, if required to be constructed by the Licensee he shall seek prior written approval from the Tourism Department and that will become property of the Tourism Department on termination/expiring of the licence period.

28. The licensed premises and other properties shall be used by the Licensee only for the purpose for which it is licensed out. No other activity shall be carried out without the written permission from the Licensor. The licensed premises and areas covered in the Licence Deed/Agreement shall not be used for any illicit or unlawful purposes.
29. Violation of any of the conditions of the Licence Deed/Agreement including its Annexure by the licensee or its/his/her Agents shall be liable for termination of the Licence Deed/Agreement without any kind of compensation/damages to the Licensee.
30. Draft copy of the Agreement to Licence along with the copy of site plan, indicating the amount on which stamp duty is payable, will be sent to the successful tenderer alongwith the demand letter to get the licence Deed stamped from the Registrar Office. It shall be the sole responsibility of the successful tenderer to submit the Agreement to Licence duly stamped by Registrar Office before issue of possession letter to him. The possession letter will be issued only after execution of licence agreement and submission of the said documents to the Director of Tourism, DNH&DD.
31. 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;
 - 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.
32. In the event of any question arising as to the interpretation of any condition/words etc. it shall be referred to the Hon'ble Administrator of DNH&DD and his decision thereon shall be final and binding to both the parties, and no claim of any kind on such interpretation will be entertained.
33. These terms and conditions alongwith other conditions of "Annexure - B" will form part and parcel of the tender documents and proposed licence deed which will be executed before handing over the possession of the property to be licenced. However, the conditions are only illustrative and the final agreement to licence shall be drawn

up after opening and acceptance of tenders. This however, shall not derogate from the rights of the Director of Tourism of finally approve the said agreement and the licence with such terms and conditions as he/she deems suitable to incorporate. Notwithstanding anything in the foregoing conditions the Director of Tourism hereby reserves his/her right to add, delete, change or modify any condition at the time of issue of demand –cum- the letter of offer.

34. The Successful Tenderer/Licensee shall provide neat and clean uniforms and metal badges to all its servants employed and they should wear it while on duty. They shall be free from infection and contagious disease.
35. The licence of Running of Boating Service in the Dadra Lake at Vanganga Garden, Dadra 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 licensing authority.
36. The Successful Tenderer/licensee shall not install any Plant or Machinery except as may be approved in writing by the Director of Tourism, Dadra and Nagar Haveli.
37. On the completion of all the formalities of the contract the licensee concerned shall **INSURE** the entire premises at his own cost with any **Nationalized Insurance Company** for a sum not less than the yearly licence amount reserved hereby and shall keep it so insured against damage by fire, lightning or any other cause till the expiry of the licence period. The decision of the Arbitrator appointed by the Administration shall be binding on all the parties regarding share of the insurance claim, if any.
38. The Successful Tenderer/Licensee shall have to provide residential facilities to his/her staff at his/her own cost.
39. The Tourism Department, Dadra & Nagar Haveli reserves the right to reject any or all offers without assigning any reason therefore.
40. In the event of any dispute or question arising as to the interpretation if any condition, word etc. appearing herein it shall be referred to the Administrator, DNH&DD and his decision there on shall be final and binding to both the parties and no claim of any kind on such interpretation will be entertained.

41. The Tourism Department reserves the right to add to or alter any or all clauses of the terms and conditions if found necessary.
42. The Licence holder shall not be allowed to engage child labour as defined under the law "**CHILD LABOR (REGULATION AND ABOLITION) ACT, 1986**" in the premises.
43. The Successful Tenderer shall have to appoint his own staff for security at his own cost and risk and shall have to provide all security measure required for running the services.
44. In case of any other dispute of Civil or Criminal nature or under any other Act, the jurisdictions of Hon'ble Court of Daman will the jurisdiction.

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

SIGNATURE OF THE TENDERER

8. SELECTION PROCEDURE:

The successful bidder will be selected on E-forward Auction basis. The Bidder with highest bid price quoted after the completion of e- forward Auction stage shall be declared the successful bidder subject to meeting all other conditions mentioned in the RFP.

In the forward auction stage, the highest bid received in the e- tender stage (after opening of financial bids of technically qualified bids) 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. 5000/- 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'.

9. BIDDING PROCESS

The Department of Tourism, Silvassa has adopted an online bidding (e-forward auction) process for selection of an operator for awarding the Property collectively referred to as the "Bidding Process" for selection of the Bidder for award of the Property. The e-tendering process is online at e-portal (URL: - <https://ddtenders.gov.in/>).

I. The Bidders (the "Bidders"), which expression shall, unless repugnant to the context be required to upload their Bids (the "Bids") online in two parts i.e.

a. Technical Bid.

b. Financial Bid

II. And then have to follow e-forward auction stage:

- a. 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 "H1 BoQ" i.e., Highest bidder.
- b. The first part (the "Technical Bid") of the process involves evaluation of Technical and Financial capacity of interested bidders in accordance with the provisions of this tender document.
- c. 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'.
- d. 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. 1 Lakh 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'.
- e. 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.
- f. 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.

- III. The Bidder shall pay to Department of Tourism, Silvassa a sum of Rs. 1,000/- (Rupees One Thousand Only) as the cost of the tender document. The cost paid in the form of a Demand Draft issued by one of the Scheduled Commercial Banks in Indian favor of 'Director (Tourism), Silvassa, payable at Silvassa. The copy of the Demand Draft should be uploaded along with technical bid submission at e-portal. The original demand draft should be submitted with the hard copy of the tender/bid on/before due date of the tender.
- IV. Bid Security/EMD/Proposal Security of Rs. 10,000/-(Rupees Ten Thousand Only) (the "Bid Security"), will remain refundable not later than 60 (sixty) days from the Bid Due Date or the selection of the Selected bidder, whichever is later, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a performance security in terms of the Bidding Documents ("Performance Security") or the expiry of 180 (one hundred eighty) days of the Bid Due Date, whichever is earlier. Bid Security shall be refunded without any interest.it should be in original form of Demand Draft by one of the Scheduled Commercial Bank in favour of 'Director of Tourism, Silvassa' payable at Silvassa. The original demand draft should be submitted with the hard copy of the tender/bid on/before due date of the tender.
- V. The e-bid shall be summarily rejected if it is not accompanied with the details of payment of the Tender fees and EMD.
- VI. The evaluation stage of the Bidding Process involves evaluation of technical bids in accordance with provisions of this document. At the end of this stage, Department of Tourism, Silvassa shall shortlist qualified Bidders fulfilling the qualification criteria.
- VII. The Bidders shortlisted after qualification stage shall be eligible for opening and evaluation of their Financial Bids.
- VIII. The Bidding Documents inter alia include the draft Operation and Maintenance Agreement for the Property. The aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
- IX. Selected bidder must submit a bank guarantee of 10% of quoted amount in the form of Bank Guarantee valid till 180 days from expiry of project tenure from effective date. The selected bidder must also agree to extent duration of validity of performance security in mutual agreement with the Authority.
- X. Performance security shall be submitted in the form of Bank Guarantee from the Scheduled Bank having branch at Silvassa.
- XI. During the bidding stage, Bidders are entitled to examine the Property in detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Bid for implementation of the Property.
- XII. The Bidder may submit their queries, if any, before the last date of receiving queries as specified in this document. Department of Tourism, Silvassa shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process. However, queries received after prescribed date shall not be entertained.

ANNEXURE – C

SCHEDULE OF THE PROPERTY HEREBY TO BE LICENCED

Sr. No.	Description of Property	Qty.
1.	<u>Pedal Boat:</u> Model; Pedal boat- Junior in a variety of 2 to 3 colours, equipped with 4 bucket and ridden with a pedalling arrangement hung on a heavy-duty ball bearing and an easy to operate rudder system. Seating capacity – 4 persons Buoyancy – 400 Kgs.	10 Nos.
2.	<u>Pedal Boat:</u> Model; Pedal boat- Junior in a variety of 2 to 3 colours, equipped with 6 bucket and ridden with a pedalling arrangement hung on a heavy-duty ball bearing and an easy to operate rudder system. Seating capacity – 6 persons Buoyancy – 600 Kgs.	10 Nos.

Signature of Tenderer

10. INSTRUCTIONS TO BIDDERS

1. The details of the work have been more specifically mentioned in the scope of work. The intending tenders are required to carefully go through the detail of the conditions and scope of the work mentioned in the tender document and the formats of tender submission which form part of the document.
2. Each bidder shall be entitled to submit one bid only, complete in all respects, multiple offers by the same agency shall disqualify him/her to be considered in the tender selection process.
3. Each bidder shall also be responsible and shall pay for all the costs associated with the preparation of its bid and its participation in the bidding process.
4. Tourism Department reserves the right to modify the conditions specified here in this tender document in the form of addendum and in such event the bidder shall be entitled to modify their tender conditions in accordance with the requirement of addendum if any within the time stipulated in the notice of addendum.
5. The bid shall remain valid for a period not less than 180 days from the proposal date (proposal validity period). Tourism Department reserves the right to reject any bid, which does not meet this requirement.
6. Bidders have to submit **price bid in Electronic Format only** on <http://ddtenders.gov.in> website till the last date and time for submission. Price bid in Physical format shall not be accepted in any case. The price bid shall be opened only of those firms/ agencies who are qualified in technical bid.

SIGNATURE OF THE TENDERER
IN TOKEN OF ACCEPTANCE OF
THE ABOVE INSTRUCTION

11. FORMATS AND SIGNING OF PROPOSAL

The bidder would provide all the information as per the Bid Documents. Tourism Department shall evaluate those bids that are received in the required format and are complete in all respects. Each bid shall comprise of the following:

Technical Proposal

- Covering letter of the bidder
- Details of Bidder
- Compliance Statement to Eligibility Criteria
- Documents supporting eligibility Criteria

Commercial Proposal (Online Only)

- Financial Bid as per Format

3 SEALING AND MARKING OF BID:

3.1 Technical Bid envelopes must be super-scribed with the following information:

- Tender No
- Technical Proposal
- Name and address of the Bidder.
- Contact person and phone numbers (mobile).

The proposals should be enclosed in single envelop which should be subscribed as follows

- Tender No
- Licence of Running of Boating Service in the Dadra Lake on all working days during working hours at Vanganga Garden, Dadra Name and address of the Bidder.
- Contact person and phone numbers.
- To be opened in the presence of the tender evaluation committee only.

3.2 If the envelope is not sealed and marked as instructed above, Tourism Department assumes no responsibility for the misplacement or premature opening of the contents of the proposals submitted and such proposal, may, at the sole discretion of the Tourism Department will be rejected.

12. DETAILS OF BIDDERS

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Sr No	Item	Details
1	Name of the Company	
2	Mailing Address	
3	Telephone and Fax numbers	
4	Constitution of the Company	
5	Turn over and profit of the company for last three years	
6	Professional details	
7		
8		
9		

SIGNATURE OF THE TENDERER

13. BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

B.G. No. Dated:

1. In consideration of you ,....., having its office at, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a company registered under the Companies Act, 1956/ 2013) and having its registered office at (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" or the "Licensee" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the.....Running of the property (hereinafter referred to as "Property" pursuant to the RFP Documentdated issued in respect of the property and other related documents including without limitation the draft Operation and Maintenance Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder/Licensee, do hereby in terms of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to Tourism Department, UT of DNH&DD (hereinafter referred to as the "Authority") an amount of Rs. (Rupees only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder or Licensee shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by Authority stating that the Bidder or the Licensee is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents and shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or the Licensee or any other person and irrespective of whether the claim of Authority is disputed by the Bidder or the Licensee or not, merely on the first demand from Authority stating that the amount claimed is due to Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regard amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs (Rupees only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 5 (five) years from the LOA or for such extended period as may be mutually

agreed between Authority and the Bidder or the Licensee, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that Authority shall be the sole judge to decide as to whether the Bidder or the Licensee is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the successful bidder or the Licensee or the bank or the any absorption, merger and amalgamation of the successful bidder or the Licensee or the bank with any other person.
7. In order to give full effect to this Guarantee, Authority shall be entitled to treat the Bank as the principal debtor. Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person. or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to Authority, and the Bank shall not be released from its liability under these presents by any exercise by Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of Authority or any indulgence by Authority to the said Bidder or by any change in the constitution of Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for Authority to proceed against the said Bidder or Licensee before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. (Rupees.....in Words only). The Bank shall be liable to pay the said amount or any part thereof only if Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before 5.00 pm Indian Standard Time on the Expiry Date.

Signed and Delivered by..... Bank

By the hand of Mr./Ms, its and authorized official.

(Signature of the Authorized Signatory)
(Official Seal)

14. PRICE SCHEDULE

TO BE FILLED ONLINE ONLY

Sr. No.	Description	Amount in Rs. (Per annum) Excluding taxes
1.	Annual license fees for running of Boating Service in the Dadra at Vanganga Garden, Dadra.	
	Grand Total	

SIGNATURE & SEAL OF THE TENDERER