

**Request for Proposal (RFP)**  
**for**  
**Selection of Agency for**  
**Development, Operation & Management of**  
**Go Karting Facility in Daman (2<sup>nd</sup> Call)**

***RFP no: 5/242/DOT/GOKART/2023-24/159***

**2<sup>nd</sup> March 2024**

**Issued by:**  
**Department of Tourism, DNH & DD,**  
**Secreteriat, Vidhyut Bhavan, 4<sup>th</sup> Floor,**  
**Kachigam, Daman 396 215**

**Available on: [ddtenders.gov.in](http://ddtenders.gov.in)**

**U.T. ADMINISTRATION OF  
DADRA & NAGAR HAVELI AND DAMAN & DIU,  
DEPARTMENT OF TOURISM**

**NOTICE INVITING TENDER**

**RFP No.** 5/242/DOT/GOKART/2023-24/159

**Date:** 02/03/2024

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

<b>Sr. No</b>	<b>Name of Work &amp; Location</b>	<b>RFP/Tender Fee</b>	<b>EMD</b>
1	Selection of Agency for Development, Operation & Management of Go Karting Facility in Daman	₹5,000/-	₹3,50,000/- (Exemption for MSME Firm)

Note: All details are available in RFP at [ddtender.gov.in](http://ddtender.gov.in)

1.	Issuance of Bidding Documents	2 <sup>nd</sup> March, 2024
2.	Last date for receiving queries	4 <sup>th</sup> March 2024
3.	Pre-Bid Conference	4 <sup>th</sup> March 2024 12:00 PM – 01:00 PM <b>VC Link:</b> <a href="https://meet.google.com/hbk-rgjh-npg">https://meet.google.com/hbk-rgjh-npg</a>
4.	Authority response to queries latest by	4 <sup>th</sup> March 2024
5.	Bid Due Date	7 <sup>th</sup> March, 2024 12:00 hrs
6.	Opening of Technical Bids	7 <sup>th</sup> March, 2024 13:00 hrs
7.	Opening of Financial Bids	To be intimated later
8.	Start of e-Forward Auction	To be intimated later

Sd/-  
Director (Tourism),  
DNH & DD

## **DISCLAIMER**

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this BID Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its BID including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its BID. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the BID, regardless of the conduct or outcome of the Bidding Process.

## **GLOSSARY**

Annual License Fee	As defined in Clause 1.2.6
Associate	As defined in Clause 2.1.16
Authority	As defined in Clause 1.1.1
BID(s)	As defined in the Disclaimer
Bidder(s)	As defined in Clause 1.2.2
Bidding Documents	As defined in Clause 1.1.6
BID Due Date	As defined in Clause 1.1.6
Bidding Process	As defined in Clause 1.2.1
BID Security	As defined in Clause 1.2.4
Concession	As defined in Clause 1.1.4
Concession Agreement	As defined in Clause 1.1.2
Concessionaire	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.2.1(c)
Consortium	As defined in Clause 2.2.1(a)
Demand Draft	As defined in Clause 2.20.1
Highest Bidder	As defined in Clause 1.2.7
LOA	As defined in Clause 3.8.4
Project	As defined in Clause 1.1.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Selected Bidder	As defined in Clause 3.8.1

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

## SECTION 1

### INTRODUCTION

#### 1.1. Background

- 1.1.1 The Department of Tourism Daman ("**Authority/DoT**") has identified few land parcels for the development of recreation infrastructure in Daman and as part of this endeavour, the Authority has decided to design, build, finance, plan, develop, operate and maintain Go Kart cum entertainment facility ("**Go Karting Facility**") in Daman ("**Project**") through Public Private Partnership ("**PPP**"). The Project site and its physical condition has been annexed under **Appendix-V** of the RFP. Accordingly, the Authority has decided to carry out the bidding process for selection of a private entity as to whom the Project may be awarded ("**Bidder**"). The total area land identified for the Project is about 6,400 sq. mtrs. Brief particulars of the Project are as follows:

Name of the Project	DEVELOPMENT, OPERATION, MAINTENANCE & MANAGEMENT OF BEACH GO KARTING FACILITY IN DAMAN
Location	PTS 55/G-I + PTS 56/I, near Nani Daman Jetty and Namopath Seafront
Total Area	Approx. 6472 Sq Mtr
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).
Land on License Basis	License Basis – only right to access given to the Concessionaire and to develop the project site as per the RFP conditions.
Development Type	Go Karting Track and allied activities
Minimum Development Obligations	Development and Operation of Go Karting Track of Minimum length of 340 mtr and width of 6 mtr with other facilities like: <ul style="list-style-type: none"> <li>• Ticket Counter with centralised ticketing system</li> <li>• Procurement of Go Karts</li> <li>• Paddock (Parking) for Go karts</li> <li>• Compound wall/Suitable Boundary</li> <li>• Training centre cum club/Briefing area</li> <li>• Food Court/Food Zone inclusive of sitting/dining space</li> <li>• Adventure Activities (Rock climbing, Zip Lining etc)</li> <li>• Gaming Zone/Merchandise Shop.</li> <li>• Admin Office &amp; Toilet Blocks</li> <li>• Any other innovative entertainment facility/ride</li> </ul>
Additional Facilities	CCTV, Security, Medical and First Aid Facilities, Fire safety/ Fighting measures
Clearances	The successful bidder shall obtain applicable permits subject to the project for submitting timely compliance. (For example Water and Electric Connection, Food safety certificate, Fire NOC, Electrical safety etc)
Optional Development	For any optional development in the area, the concessionaire shall apply to the authority for prior approval and the decision of the authority will be final.

License period	The license period for the project shall for a period for Five (05) Years which may be extended by another Two (02) years as per the decision of the authority and shall exclude the period of development of project facilities i.e. for 4 months.
Revenue Share	Minimum 12% of the total revenue per annum
Upfront Concession Fee (One Time Payment)	Rs. 30 Lakhs (Based on 8% of Land Value as calculated on the basis of Circle Rate)
Annual Fixed Rental	Rs. 5 Lakh per year during operation
Development Period (gestation period)	04 months from the Issuance of Possession Letter.
Additional Terms	<p>The Concessionaire shall be free to fix market driven rates / Tariffs and generate other revenue sources from the facilities.</p> <p>The Concessionaire will have to pay Tourism Department a Revenue share to be quoted by the firm as per financial bidding parameter and an onetime upfront Concession Fee with annual fixed rental during operation period.</p>
<b>Eligibility Criteria</b>	
Technical Criteria	<p>Technical Qualification: To be eligible for pre-qualification and short-listing, the Bidders shall have to satisfy the following conditions of eligibility:</p> <p>a. <b>Technical Capacity:</b> For demonstrating technical capacity and experience (the "Technical Capacity") – Minimum Eligibility Requirement is that:</p> <p>Developed/constructed/operating at least one Go cart/ Amusement Park/Entertainment facility/ Sports facility/ Recreational facility for a minimum period of 12 (twelve) months in the last 7 (Seven) years</p> <p style="text-align: center;">or</p> <p>Project experience of implementing at least one real estate/racing track project with minimum project cost of INR 1 Crores (Rupees One crores only) in the last 7 (seven) years.</p> <p><i>In case of consortium (Max. 2 parties), the technical eligibility of either respective conforming party will be considered.</i></p>
Financial Criteria	<p><b>Financial Capacity:</b> The bidder shall have minimum average turnover the "Financial Capacity" of Rs. 75 lakhs (Rupees Seventy-Five lakh) of any of the two financial years in preceding four (04) financial years (i.e. FY 2023-24 (till date), FY 2022- 23, FY 2021-22, FY 2020-21).</p> <p><i>In case of consortium (Max. 2 parties), the financial eligibility of either respective conforming party will be considered.</i></p>

e-Forward Auction stage	In the forward auction stage, the highest bid (Revenue share in percentage) received in the e-tender stage shall be displayed to the bidders on the <a href="https://ddtenders.gov.in">https://ddtenders.gov.in</a> , 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 1 and to increase by upto seal limit of 100%. At the end of the e-Forward Auction, highest bidder will be identified by the system, the system will check all bids received in e-Tender and e-forward Auction and identify the bidder who has quoted the highest bid price (Revenue share in percentage) therein ("Highest Financial Bid"). The final quoted financial bids by each bidder will be taken into consideration in order to determine the 'Highest Bidder'.
Selection Criteria	The highest bidder (H1) of Revenue share in percentage in the E-forward Auctions stage will be qualified as the successful bidder for the said project. The bidder shall quote the financial price above the Minimum 12% of the total revenue per annum as given in the tender document.

- 1.1.2 The Selected Bidder, who shall be an individual, sole proprietorship/ partnership firm, limited liability partnership or a company incorporated under the Companies Act,1956/2013 or its substitute thereof or undertakes to incorporate as such prior to execution of the concession agreement(except individuals) (the "**Concessionaire**"), shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of along- term concession agreement (the "**Concession Agreement**") to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant thereto.
- 1.1.3 All the infrastructure components are to be constructed as temporary structures except for Go karting track. The developer shall construct and develop the facility within 4 months from the date of possession of the site.  
The selected bidder shall have to develop, operate and maintain the facility for the entire concession period of Five (05) extendable by Two (02) years from the date of issue of Possession Letter of land to the Selected Bidder. The selected bidder shall also invest in all kind of equipment's required for the proposed development such as Go Karts, gaming zone and related infrastructure. For development of any other facilities over and above the Mandatory components, the developer shall have to take prior permission of DoT. The responsibility of marketing the project and consequent business/revenue risks will be borne by the Private Developer.
- 1.1.4 The Concession Agreement sets forth the detailed terms and conditions for granting the exclusive rights of the identified land parcel for the development of the Project to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "**Concession**").
- 1.1.5 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

- 1.1.6 The Authority shall receive Bids pursuant to and in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the "Bidding Documents"), and all Bids shall be prepared and submitted in accordance with such terms on or before the Bid due date specified in Clause 1.3 for submission of Bids (the "Bid Due Date").

## **1.2. Brief description of Bidding Process**

- 1.2.1 The Authority invites Bids through online Technical and Price Bids in a single stage two envelop bid system for selection of a competent Bidder for the award of the Project ("**Bidding Process**"). Technical Bid and Financial Bid shall be submitted online at ddtenders.gov.in only. A copy of Technical Bid shall also be submitted in hard copy, addressed to Director (Tourism), DoT. Submission of Financial Bids must be online only through BOQ. Submission of original copies of Security Deposit/EMD and tender/RFP fees shall be submitted with Hard copy submission of technical bid before due date. The bid will be summarily rejected and shall not be opened for evaluation if submitted without original copies of Security Deposit/EMD and tender/RFP.
- 1.2.2 Under this process, the Bid shall be invited under two envelops. Prior to or along with the Bid, the Bidder shall pay to the Authority a sum of [INR 5,000 (Rupees five thousand only)] as the cost of the RFP process. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first envelop ("**Technical Bid**") with respect to eligibility and qualifications criteria prescribed in this RFP. (The "**Bidder(s)**", which expression shall, unless repugnant to the context, include the members of the Consortium). The Financial Bid shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I.
- 1.2.3 Interested Bidders are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 6 (six) months from the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").
- 1.2.4 A Bidder is required to deposit, along with its Bid, a Bid Security of INR 3,50,000 (Rupees Three lakhs Fifty thousand only) (the "**Bid Security**"), refundable not later than 90 (ninety) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement. The Bidders shall provide Bid Security in the form of a demand draft payable in favour Director (Tourism) at Daman ("**Demand Draft**"). The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.5 During the Bid Stage, Bidders are advised 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 contract including implementation of the Project.
- 1.2.6 Bids would be evaluated on the basis of the highest revenue share per annum offered by a Bidder ("**Annual License Fee**"). The Annual License Fee shall be [●]% ([●] per cent share of the total revenue collected from sale of tickets for rides in entire Go Karting Facility developed by the Concessionaire in an year. In case any sponsored events are held in the facility, the bidder shall have to pay revenue share based on the above quoted percentage share on the revenue earned from these events.



- 1.2.7 The Bidder who seeks the highest Annual License Fee (Revenue Share in percentage) shall be the selected bidder ("**Selected Bidder**"). The Concession Period is pre-determined, as indicated in the draft Concession Agreement. The assessed Annual License Fee shall constitute the sole criteria for evaluation of Bids. Subject to Clause 2.16, the Project will be awarded to the Bidder quoting the highest Annual License Fee, as the case maybe.
- 1.2.8 In this RFP, the term "Highest Bidder" shall mean the Bidder offering highest Annual License Fee.
- 1.2.9 The Concessionaire shall have the right to levy and charge users fee from by way of ticket sold for the rides at the Go Karting cum Entertainment/Adventure activity facilities.
- 1.2.10 The Concessionaire shall set up card-based system by way of centralized ticketing system for the purpose of collecting and appropriating Users Fee. The software used for setting up the centralised ticketing system and collection of the Users Fee thereof, shall be provided by the Concessionaire to the Authority.
- 1.2.11 The Concessionaire shall submit monthly statements of the collection of the Users Fee to the Authority. The Authority shall reserve the right to appoint auditor to verify the details of the monthly statements submitted by the Concessionaire.
- 1.2.12 Other details of the process to be followed under this bidding process and the terms thereof are spelt out in this RFP.
- 1.2.13 Any queries or request for additional information concerning this RFP shall be submitted by e-mail to the Authority below with identification/title: "**Queries/Request for Additional Information on RFP for \*\*\***"

### **1.3. Schedule of Bidding Process**

As given at Page no 2 of this RFP document

## **SECTION-2**

### **INSTRUCTIONS TO BIDDERS**

#### **A. GENERAL**

##### **2.1 General terms of Bidding**

- 2.1.1 No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another BID either individually or as a member of any Consortium, as the case may be.
- 2.1.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft concession agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.3 Technical Bid as per Appendix I and Financial Bid shall be submitted online. Bid amount shall be indicated clearly in both figures and words, in percentge, in prescribed format of Financial Bid and shall be signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.4 The Bidder shall deposit a Bid Security as mentioned at Caluse 1.2 in accordance with the provisions of this RFP. The Bidder shall provide Bid Security in the form of Demand Draft acceptable to the Authority. The Bidders shall also submit a demand draft of Tender fee as mentiond in Caluse 1.2 payable in favour of Director (Tourism) at Daman, towards cost of bid document.
- 2.1.5 The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 90(ninety) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement.
- 2.1.6 The Bidder should submit a Power of Attorney as per the format at Appendix-II, authorising the signatory of the Bid to commit the Bidder.
- 2.1.7 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of any Member, which Member shall thereafter be identified as the Lead Member, in the format at **Appendix – III**. In case the Bidder is a Consortium, Joint Bidding Agreement in the format at **Appendix IV** shall be submitted by the Bidder. Members of the Consortium of need not submit Power of Attorney as per the format at Appendix-III, authorising the signatory of the Application.
- 2.1.8 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.9 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.10 The Bidding documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.10 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.11 This RFP is not transferable.

2.1.12 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents.

- 2.1.13 (a) Number of members in a Consortium shall not exceed 2 (two). However, none of the members in a Consortium should be under any sort of ineligibility under the Bid documents;
- (b) subject to the provisions of clause (a) above, the Bid should contain the information required for each member of the Consortium;
- (c) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- (d) an individual Bidder cannot at the same time be member of a Consortium applying RFP. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for RFP;
- (e) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the "**Jt. Bidding Agreement**"), for the purpose of submitting a Bid. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:
- (i) clearly outline the proposed roles and responsibilities, if any, of each member;
- (ii) commit the minimum equity stake to be held by each member;
- (iii) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project and
- (f) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

2.1.14 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.

2.1.15 A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, Consortium Member or Associate.

Authority would place sole reliance on the certification provided by the Bidder in this regard in its letter comprising the Technical Bid.

2.1.16 In computing the Eligibility Criteria and Turnover of the Bidder/Consortium Members under Clauses 2.2.2, 2.2.4 and 3.4, the Eligibility Criteria and Turnover of their respective Associates would also be eligible hereunder.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "**Associate**"). As used in this definition, the expression "**control**" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be.

2.1.17 The following conditions shall be adhered to while submitting a Bid:

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (b) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
- (c) in responding to the RFP submissions, Bidders should demonstrate their capabilities in accordance with Clause 3 below; and
- (d) in case the Bidder is a Consortium, each Member should substantially satisfy the RFP requirements to the extent specified herein.

2.1.18 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 3(three) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

2.1.19 During the period from the date of the Concession Agreement until the Appointed Date (the "**Development Period**"), the Concessionaire shall maintain the existing Project, in such a manner so as to ensure that the quality of service and safety are maintained and in the event of any material deterioration or damage other than normal wear and tear, the Concessionaire shall undertake repair thereof. The Concessionaire shall make necessary provisions for inclusion of costs related to maintenance during the Development Period in its Bid.

## **2.2 Eligibility and qualification requirements of Bidder**

2.2.1 For determining the eligibility of Bidder the following shall apply:

- (a) The Bidder may be a single entity or a group of entities (the "**Consortium**"), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
- (b) Bidder may be a natural person, private entity, or any combination of them with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.15.
- (c) A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate 5% (five percent) of the value of the Bid Security or equivalent amount from the Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "**Damages**"), without prejudice to any other right or remedy that may be available to the

Authority under the Bidding Documents and/or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- (i) The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the director in direct shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25%(twenty five percent) of the paid up and subscribed capital; of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is not more than 25% (Twenty five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956/2013. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or
- (vi) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- (vii) Such Bidder or any Associate thereof has appointed any official of the Authority, Technical Advisors of Authority for the Project, Legal Advisors of Authority for the Project, Financial Advisors of Authority for the Project, dealing with the Project, within a period of 1 years from the date of award of the Project to that Bidder.

**Explanation:**

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2, shall include each Member of such Consortium.

For purposes of this RFP, Associate means, in relation to the Bidder/Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/Consortium Member (the "**Associate**"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

- (d) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Notwithstanding anything to the contrary contained in sub-clause (c) (i) of Clause 2.2.1, an Bidder may, within 10 (ten) days after the Application Due Date remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof. However, his financial bid shall not be opened.

Provided further, in case the Authority seeks information /clarification from a Bidders related to occurrence / non-occurrence of Conflict of Interest and the Bidders fails to provide such information within a reasonable time, the Authority shall disqualify the Bidders, encash its Bid Security as per provision of Clause 2.20.6 and further debar it from participation in any future procurement process for a minimum period of 1 (one) year.

**2.2.2 To be eligible for this RFP a Bidder shall fulfil the following conditions of eligibility:**

An Individual/sole proprietorship/ partnership firm/company/LLP and all corporate forms can bid for the project, if they qualify to any of the following eligibility criteria ("**Eligibility Criteria**"):

Developed/constructed/operating at least one Go cart/ Amusement Park/Entertainment facility/ Sports facility/ Recreational facility for a minimum period of 12 (twelve) months in the last 7 (Seven) years;

or

Project experience of implementing at least one real estate/racing track project with minimum project cost of INR 1 Crores (Rupees One crores only) in the last 7 (seven) years preceding the Bid due date.

2.2.3 **O&M Experience:** The Bidder shall engage an experienced O&M contractor or hire qualified and trained personnel for operation and maintenance of the Project in conformity with the provisions of the concession agreement.

2.2.4 The Bidders shall enclose with its bid, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

- (i) Certificate(s) from its statutory auditors or the concerned client(s) stating the payments made/received or works commissioned, as the case may be, during the past 7 years. In case a particular job/contract has been jointly executed by the Bidder (as part of a Consortium), it should further support its claim for the share in work done for that particular job/contract by producing a certificate from its statutory auditor or the client; and
- (ii) Certificate(s) from its statutory auditors specifying the turnover of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such turnover conforms to the provisions of this Clause 2.2.4 (ii). For the purposes of this RFP, turnover ("**Turnover**") shall mean the aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the Bidder during a financial year.

## 2.3 Proprietary data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

## 2.4 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

## 2.5 Site visit and verification of information

2.5.1 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 & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarise themselves with the Project within the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.

2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the Bidding Documents;
  - (b) received all relevant information requested from the Authority;
  - (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 hereinabove;
  - (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove, necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
  - (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
  - (f) acknowledged that it does not have a Conflict of Interest;
  - (g) agreed to be bound by the undertakings provided by it under and in terms hereof; and
  - (h) has made necessary provisions for inclusion of costs related to maintenance during the Development Period in its Bid as per Clause 2.1.19.
- 2.5.3 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, including any error or mistake therein or in any information or data given by the Authority.

## **2.6 Verification and Disqualification**

- 2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.6.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
- (a) at any time, a material misrepresentation is made or uncovered, or
  - (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
- Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member of the Consortium may be disqualified/rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/rejected, then the Authority reserves the right to annul the Bidding Process and invites fresh Bids.
- 2.6.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA, the same shall, notwithstanding anything to the



contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under this RFP, the Bidding Documents, the Concession Agreement or otherwise.

## **B. DOCUMENTS**

### **2.7 Contents of the RFP**

- 2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

#### **Invitation for BIDs**

Section 1.	Introduction
Section 2.	Instructions to Bidders
Section 3.	Evaluation of Bids
Section 4.	Fraud and Corrupt Practices
Section 5.	Pre-Bid Conference
Section 6.	Miscellaneous

#### **Appendices**

Appendix I	:Letter comprising the Technical Bid including Annexure I to IV
	Annex -I: Details of bidders
	Annex -IIA: Details of experience of Operations under category 1
	Annex -IIB: Details of experience of Real estate / Infrastructure projects under category 2
	Annex -III: Financial capacity of the bidder
	Annex -IV: Statement of Legal capacity
AppendixII	: Power of Attorney for signing of Bid
AppendixIII	: Power of Attorney for Lead Member of Consortium
Appendix IV	: Joint Bidding Agreement for Consortium
AppendixV:	Project Site
Appendix VI	: Indicative format of Financial bid form

- 2.7.2 The draft Concession Agreement provided by the Authority as part of the BID Documents shall be deemed to be part of this RFP.

### **2.8 Clarifications**

- 2.8.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or e-mail in accordance with Clause 1.2.13. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The responses to the queries shall be uploaded on ddtenders.gov.in.
- 2.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

- 2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

## **2.9 Amendment of RFP**

- 2.9.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.9.2 Any Addendum/Corrigendum issued hereunder shall uploaded on website ddtenders.gov.in.
- 2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum/Corrigendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

## **C. PREPARATION AND SUBMISSION OF BIDS**

### **2.10 Format and Signing of Bid**

- 2.10.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received online in the required formats and complete in all respects and Bid Security, demand draft towards cost of bid document, POA and Joint Bidding Agreement etc. as specified in Clause 2.11.1 of the RFP are received in hard copies.
- 2.10.2 All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

### **2.11 Documents comprising Technical and Financial Bid**

- 2.11.1 The Bidder shall submit the Technical Bid & Financial Bid online through e- procurement portal ddtenders.gov.in comprising of the following documents along with supporting documents as appropriate:

#### **Technical Bid**

- (a) Appendix-I (Letter comprising the Technical Bid) including Annexure I to IV and supporting certificates/documents;
- (b) Power of Attorney for signing the BID as per the format at Appendix-II;
- (c) if applicable, Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;
- (d) if applicable, Joint Bidding Agreement for Consortium as per the format at Appendix-IV
- (e) copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed;
- (f) Copies of Applicant's duly audited balance sheet and profit and loss statement for preceding 5 years.
- (g) BID Security as mentioned Clause 1.2 at in the form of Demand Draft.
- (h) Copy of demand draft as mentioned Clause 1.2 towards cost of Bid document/Tender Fee.

- (i) An undertaking from the person having POA referred to in Sub. Clause-(b) above that they agree and abide by the Bid documents uploaded by DOT and amendments/corrigendum, uploaded, if any.

### **Financial Bid**

2.11.2 The Bidder shall submit financial bid online only. An indicative format for the same has been provided in Appendix VI:

2.11.3 The documents listed at Clause 2.11.1 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "**BID**" for the Development of Go Karting Facility on PPP in Daman and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope.

2.11.4 The envelope shall be addressed to one of the following officers and shall be submitted at the respective address with the Title of RFP:

<b>DESIGNATION:</b>	Director (Tourism), Department of Tourism, DNH & DD
<b>ADDRESS:</b>	Secreteriat, Vidhyut Bhavan, Kachigma 396 215, Daman
<b>PHONENO.:</b>	0260-2250002
<b>EMAIL:</b>	dnhddtourism@gmail.com

2.11.5 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2.11.6 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.

### **2.12 Bid Due Date**

Technical & Financial Bid comprising of the documents listed at Clause 2.11.1 of the RFP shall be submitted online through e-procurement portal [ddtenders.gov.in](http://ddtenders.gov.in) on or before the bid schedule mentioned in Clause 1.3. Documents listed at Clause 2.11.1 of the RFP shall be physically submitted on or before the bid schedule mentioned in Clause 1.3 at the address provided in Clause 2.11.4 in the manner and form as detailed in this RFP.

### **2.13 Late Bids**

Tender portal [ddtenders.gov.in](http://ddtenders.gov.in) shall not allow submission of any Bid after the prescribed date and time at Clause 2.12. Physical receipt of documents listed at Clause 2.11.1 of the RFP after the prescribed date and time at Clause 2.12 shall not be considered and the bid shall be summarily rejected.

### **2.14 Bid Participation**

2.14.1.1 To participate in the bidding, it is mandatory for the Bidders to get registered their firm/ Consortium with e-procurement portal of the Authority [ddtenders.gov.in](http://ddtenders.gov.in). Following may kindly be noted:

- a) Registration with e-procurement portal of the Authority should be valid at least up to the date of submission of Bid.
- b) Bids can be submitted only during the validity of registration.

2.14.1.2 If the firm/Consortium is already registered with e-tendering service provider of the Authority, and validity of registration is not expired the firm/Consortium is not required a fresh registration.

2.14.1.3 The complete Bid document can be viewed / downloaded by the Bidder from e-

procurement portal of the Authority [ddtenders.gov.in](http://ddtenders.gov.in) during the time mentioned as per Clause 1.3 of RFP

#### **2.14.2 Preparation & Submission of Bids:**

##### **2.14.2.1 Bids Submission**

2.14.2.2 Bid must be submitted online only through e-procurement portal of the Authority [ddtenders.gov.in](http://ddtenders.gov.in) using the digital signature of authorized representative of the Bidder on or before the time mentioned in clause 1.3

#### **2.14.3 Modifications/Substitution/withdrawal of Bids**

2.14.3.1 The Bidder may modify, substitute or withdraw its e- Bid after submission prior to the Bid Due Date. No Bid can be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date & Time.

2.14.3.2 In order to avoid forfeiture of Bid Security, a Bidder may withdraw his Bid after submission thereof, provided that authority receives written notice of such withdrawal before the expiration of the Due Date of Submission. Any alteration/ modification in the Bid or additional information supplied subsequent to the Due Date of Submission, unless the same has been expressly sought for by the Authority, shall be disregarded.

#### **2.15 Online Opening of Bids**

2.15.1 Opening of Bids will be done through online and offline process.

2.15.2 The Authority shall on-line open Technical Bids on date specified as per schedule of bidding in Clause 1.3, in the presence of the authorized representatives of the Bidders, who choose to attend. Technical Bid of only those Bidders shall be online opened whose documents listed at Clause 2.111 of the RFP have been physically received. The DoT will subsequently examine and evaluate the Bids in accordance with the provisions of Section 3 of RFP.

#### **2.16 Rejection of Bids**

2.16.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.16.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

#### **2.17 Validity of Bids**

The Bids shall be valid for a period of not less than 6 (six) months from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

#### **2.18 Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

## **2.19 Correspondence with the Bidder**

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

### **D. BID SECURITY**

#### **2.20 Bid Security/EMD**

2.20.1 Bid Security/EMD shall be in the form of a Demand Draft issued by a Scheduled Bank in India, drawn in favour of Director (Tourism) and payable at Daman (the "Demand Draft"). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free. Exemption for MSME certificate.

2.20.2 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.

2.20.3 Save and except as provided in Clauses 1.2.4 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 90 (ninety) days from the Bid Due Date. Where Bid Security has been paid by Demand Draft, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

2.20.4 The Selected Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.

2.20.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.20.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.20.6 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Concession Agreement, or otherwise, under the following conditions:

a) If a Bidder submits a non-responsive Bid;

Subject however that in the event of encashment of Bid Security occurring due to operation of para 2.20.6 (a), the Damage so claimed by the Authority shall be restricted to 5% of the value of the Bid Security.

b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;

c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;

d) In the case of Selected Bidder, if it fails within the specified time limit –

i) to sign and return the duplicate copy of LOA;

- ii) to sign the Concession Agreement; or
- iii) to furnish the Performance Security within the period prescribed therefor in the Concession Agreement; or

In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

### **SECTION 3**

#### **EVALUATION OF TECHNICAL BIDS AND OPENING & EVALUATION OF FINANCIAL BIDS**

##### **3.1 Opening and Evaluation of Technical Bids**

- 3.1.1 The Authority shall open the Technical Bids received physically & online at as per the schedule of bidding mentioned in clause 1.3 at the place specified in Clause 2.11.4 and in the presence of the Bidders who choose to attend.
- 3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

##### **3.2 Tests of responsiveness**

- 3.2.1 As a first step towards evaluation of Technical Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of this RFP. A Technical Bid shall be considered responsive only if:
  - (a) Duly signed Technical Bid is received online as per the format at Appendix-I including Annexure I to IV;
  - (b) Documents listed at Clause 2.11.1 are received physically;
  - (c) Technical Bid is accompanied by the Bid Security as specified in Clause 1.2.4;
  - (d) Technical Bid is accompanied by the Power of Attorney as specified in Clauses 2.1.6;
  - (e) Technical Bid is accompanied by Power of Attorney for Lead Member of Consortium and the Joint Bidding Agreement as specified in Clause 2.1.7 and Clause 2.1.13 respectively, if so required;
  - (f) Technical Bid contain all the information (complete in all respects);
  - (g) Technical Bid does not contain any condition or qualification;
  - (h) Technical Bid contains demand draft of INR 5,000 (Rupees fivethousand only) towards cost of Bid document
  - (i) it is not non-responsive in terms hereof.
- 3.2.2 The Authority reserves the right to reject any Technical Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

##### **3.3 Evaluation parameters**

- 3.3.1 Only those Bidders who meet the eligibility criteria specified in Clause 2.2.2 above shall qualify for evaluation under this Section 3. Bids of firms/consortia who do not meet these criteria shall be rejected.

##### **3.4 Eligibility Criteria for purposes of evaluation**

- 3.4.1 Subject to the provisions of Clause 2.2.

For the purpose of this RFP:

- (a) real estate sector would be deemed to include development of go karting facility and/entertainment facility, residential flats, commercial and retail buildings/complex.

3.4.2 Eligible Experience in respect of Caluse 2.2.2 shall be measured as per details of projects submitted under Annex IIA and Annex IIB.

3.4.3 The Bidders shall quote experience in respect of a particular Eligible Project, even though the Bidder (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

### **3.5 Details of Experience**

3.5.1 The Bidders should furnish the details of Eligible Experience for the last 7 financial years immediately preceding the Bid Due Date.

3.5.2 The Bidders must provide the necessary information relating to Eligible Experience as per format at **Annex-IIA** and **Annex-IIB** of **Appendix-I**.

3.5.3 The Bidders should furnish the required Project-specific information and evidence in support of its claim of Eligible Experience, as per format at **Annex-IIA** and **Annex-IIB** of **Appendix-I**.

### **3.6 Financial information for purposes of evaluation**

3.6.1 The Bids must be accompanied by the Audited Annual Reports of the Applicant (of each Member in case of a Consortium) for the last 7 (seven) financial years, preceding the year in which the Bid is made.

3.6.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make the same available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 7 years preceding the year for which the Audited Annual Report is not being provided.

3.6.3 The Bidder must provide details as per format at **Annex-III** of **Appendix-I**.

3.6.4 (i) In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority may reject / correct such claim for the purpose of qualification requirements.



- (ii) The Authority will get the BID security verified from the issuing authority and after due verification, the Authority will evaluate the Technical Bids for their compliance to the eligibility and qualification requirements pursuant to clause 2.2.1 & 2.2.2 of this RFP.
- (iii) After evaluation of Technical Bids, the Authority will publish a list of Technically responsive Bidders whose financial bids shall be opened. The Authority shall notify other Bidders that they have not been technically responsive. The Authority will not entertain any query or clarification from Applicants who fail to qualify.

### **3.7 Opening and Evaluation of Financial Bids**

The Authority shall inform the venue and time of online opening of the Financial Bids to the Technically responsive Bidders through e-procurement portal of DOT. The Authority shall online open the Financial Bids on date and time to be informed in this clause in the presence of the authorized representatives of the Bidders who may choose to attend.

### **3.8 Selection of Bidder**

- 3.8.1 Subject to the provisions of Clause 2.16.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2 and whose assessed Quoted revenue share percentage is the highest at the e-forward auction stage, as the case maybe, shall be declared as the selected Bidder (the "**Selected Bidder**").
- 3.8.2 In the event that, the assessed Quoted revenue share percentage of two or more Bidders is the same (the "**Tie Bids**"), the Authority shall identify the Selected Bidder by based on presentation, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.8.3 In the event that the Highest Bidder is not selected for any reason, the Authority shall annul the Bidding Process and invite fresh Bids. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 3.8.4 After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7(seven)days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event 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, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.
- 3.8.5 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Bidder to execute the Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

### **3.9 Contacts during Bid Evaluation**

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding

Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

### **3.10 Correspondence with Bidder**

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

- 3.11 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 3.12 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

### **3.13 Brief description of Bidding Process**

- 3.13.1 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 "H1 BoQ" i.e., Highest bidder.
- 3.13.2 The first part (the "**Technical Bid**") of the process involves the evaluation of Technical and Financial capacity of interested parties/ consortia who submit a Bid in accordance with the provisions of this RFP (the "**Bidder**", which expression shall, unless repugnant to the context, include the Members of the Consortium).
- 3.13.3 In the Second step, Financial Bid of only those bidders qualifying in technical score (Technical capacity and Financial capacity) shall be opened and evaluated. The '**Highest Bidder**' in financial evaluation shall be selected as the base bid for the Auction stage.
- 3.13.4 In the forward auction stage, the highest bid (Revenue share in percentage) 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 1 and to increase by upto seal limit of 100%. At the end of the e-Forward Auction, highest bidder (Revenue share in percentage) 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 (Revenue share in percentage) therein ("Highest Financial Bid"). The final quoted financial bids by each bidder will be taken into consideration in order to determine the 'Highest Bidder'.

## SECTION-4

### FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder, at the sole and absolute discretion of the Authority, shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder, or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.2.1(d) of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
  - (b) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts;
  - (c) **"coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

- (d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **SECTION 5**

### **PRE-BID CONFERENCE**

- 5.1 Pre-Bid conference of the Bidders shall be convened at the designated date, time and place or online as mentioned at page no. 2 of this RFP.
- 5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour 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.

## **SECTION6**

### **MISCELLANEOUS**

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Daman shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 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 Bidding Process and/ or amend and/ or supplement the Bidding 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.
- 6.3 It shall be deemed that by submitting the Bid, 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 with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

## **APPENDIX I**

### **LETTER COMPRISING THE TECHNICAL BID**

*(Refer Clause 2.1.5, 2.11 and 3.2)*

Director (Tourism)

Department of Tourism, DNH & DD

Sub: **BID for Development of Go Karting Facility on PPP in Daman**

Dear Sir,

1. With reference to your RFP document dated I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided in the Bid and in Annexes I to IV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as a Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever. All blank spaces shall be suitably filled up by the Applicant to reflect the particulars relating to such Applicant.
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.
  - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFP documents; and
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(ies) the Turnover criteria and meet(s) all the requirements as specified in the RFP document.
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for this Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.
14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
- (a) The Statement of Legal Capacity as per format provided at Annex-IV in Appendix-I of the RFP document, and duly signed, is enclosed. The Power of Attorney for Signing of Bid and the Power of Attorney for Lead Member of Consortium, as per format provided at Appendix II and III respectively of the RFP, are also enclosed.
- (b) I/We hereby confirm that we [are in compliance of/shall comply with] the O&M requirements specified in Clause 2.2.3.
15. I/We acknowledge and undertake that our Consortium is qualified on the basis of Eligibility Criteria of those of its Members who shall, for the period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six percent) of the subscribed and paid up equity of the Concessionaire; and (ii) 5% (five percent) of the Total Project Cost specified in the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.
16. I/We acknowledge and agree that in the event of a change in control of an Associate whose Eligibility Criteria shall be taken into consideration for the purposes of selection as Concessionaire under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be.
17. I/ We understand that the Selected Bidder shall be a sole proprietorship/partnership firm/company/LLP i.e. all corporate forms or an existing Company incorporated under the



Indian Companies Act, 1956/2013, or shall incorporate as such prior to execution of the Concession Agreement.

18. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
19. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
20. I/We have studied all the Bidding Documents carefully and also surveyed the Project and the traffic. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
21. I/We offer a Bid Security as mentioned in the RFP to the Authority in accordance with the RFP Document.
22. The Bid Security shall be in the form of Demand Draft.
23. The documents accompanying the Technical Bid, as specified in Clause 2.111 of the RFP, have been submitted in a separate envelope and marked as "**Enclosures of the Bid**".
24. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
25. The Bid Project Cost has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Project cost and implementation of the Project.
26. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
27. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession.}
28. I/We shall keep this offer valid for 6 (six) months days from the Bid Due Date specified in the RFP.
29. I/ We hereby submit our Bid as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

Place:

(Signature of the Authorised signatory) (Name and designation of the of the Authorised signatory)

[Name and seal of Bidder/Lead Member]

## **Appendix I Details of Bidder**

### **Annex-I**

1.
  - (a) Name:
  - (b) Country of incorporation/establishment:
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
  - (d) Date of incorporation and/or commencement of business:
2. Brief description of the sole proprietorship/ partnership firm/company/LLP Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/communication for the Authority:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:
5. In case of a Consortium:
  - (a) The information above should be provided for all the Members of the Consortium.
  - (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.1.13 (e) should be attached to the Application.
  - (c) Information regarding the role of each Member should be provided as per table below:

Note - Copy of the Registration of the Bidder, Certificate of Incorporation, Memorandum of Article, Article of Association, Partnership, Deed, GST Registration copy, Shops and Establishment Dept. Certificate, etc. as may be applicable to be submitted

(d) The following information shall also be provided for each Member of the Consortium:

**Name of Bidder/ member of Consortium:**

<b>No.</b>	<b>Criteria</b>	<b>Yes</b>	<b>No</b>
1.	Has the Bidder/ constituent of the Consortium been barredby the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation toexecution of a contract, in the last three years?		

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary): All provisions contained in curly parenthesis shall be suitably modified by the Bidder to reflect the particulars relating to such Bidder or has been declared by the Authority as non-performer/blacklisted

**Appendix I**

**Annex-II**

**ANNEX-II-A**

**Eligible Projects of the Bidder**

**Details of experience of operating Go Karting facility/ Amusement Park/ Entertainment facility/ Sports facility/ Recreational facility in the last 7 years**

{On Bidder's letterhead}

(Refer clause 2.2.2 and Clause 3.4.1 Category 1 of the RFP)

Experience of operating Go Karting facility/Amusement Park/Entertainment facility/ Sports facility/ Recreational facility:

<b>Name &amp; Location of Project</b>	<b>Brief description of the project</b>	<b>Total project cost in INR</b>	<b>Operation start date</b>	<b>Operation end date</b>

\*: Copy of the documentary evidences, signed by the Authorized Signatory shall be attached.

For and on behalf of

Signature of Authorized Person:

Name of Authorized Person:

Designation:

Bidding Organization / Lead Member:

Date:

Place:

Name of Non- lead member in case it is a consortium:

**Annex-II-B**

**Details of Infrastructure/Real Estate Experience**

(Refer clause 2.2.2 and Clause 3.4.1 Category 2 of the RFP)

{On Bidder's letterhead}

The following details may be given for projects undertaken in the Infrastructure/ Real Estate sector by the Bidder. The minimum contract value of each project shall not be less than INR 3 (three) Crores

<b>Name of the Project</b>	
<b>Full name &amp; Address of Client</b>	
<b>Contract Value or Project Cost in INR</b>	
<b>Project Start Date</b>	
<b>Project End Date</b>	
<b>Brief Description of the Project</b>	
<b>Documentary evidences (Work Order/ Completion certificate issued by the Client) *</b>	

\*: Copy of the documentary evidences, signed by the Authorized Signatory shall be attached.

For and on behalf of

Signature of Authorized Person:

Name of Authorized Person:

Designation:

Bidding Organization / Lead Member:

Date:

Place:

Name of Non- lead member in case it is a consortium:

*(NOTE: Separate sheet shall be used for all the projects)*

**APPENDIX-I**

**ANNEX III**

**Financial Capacity of the Bidder**

*(Refer to Clauses 2.2.2, 2.2.4 (ii) and 3.6 of the RFP*

*{On Statutory Auditor's letterhead}*

*[In case of Consortium, all members should provide the Turnover Certificate]*

I hereby declare that I have scrutinized and audited the financial statement of M/s

\_\_\_\_\_. The Turnover of the Bidder (insert name of the Bidder) as per Audited financial statements is as follows;

(In Rs Crore)

**Name & address of Bidder's Bankers:**

Year (as mentioned in or equivalent) *	Turnover		
	Bidder	Consortium member	Total
2020-21			
2021-22			
2022-23			
2023-24 (till date)			

\*To be provided from latest available Audited statement

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(Signed and Sealed by the Statutory Auditor/CA)

**ENCLOSURES.**

(1) Copy of latest available Audited Annual Reports for last three years as applicable or as per Financial Year/Calendar Year followed by the Bidder.

(2) Note –

*A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.*

**Appendix I**

**ANNEX-IV**

**Statement of Legal Capacity**

*(To be forwarded on the letterhead of the Bidder / Lead Member of Consortium)*

Ref. Date:

To,

[Designation]

Department of Tourism, DNH & DD  
Seceteriat, Vidhyut Bhawan, Kachigam,  
Daman, 396 215

Dear Sir

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document.

We have agreed that ..... (insert member's name) will act as the Lead Member of our Consortium. \*

We have agreed that ..... (insert individual's name) will act as our representative/ will act as the representative of the Consortium on its behalf\* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

\*Please strike out whichever is not applicable.

## **APPENDIX-II**

### **Format for Power of Attorney for signing of Bid**

*(Refer Clause 2.1.6)*

Know all men by these presents, We, ..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of ..... and presently residing at....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ..... , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Development of Go Karting Facility on PPP in Daman including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... , THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS

..... DAY OF ..... 20.....

For.....

(Signature, name, designation and address)

of person authorized by Board Resolution (in

case of Firms/Company)/Partner in case of

Witnesses:

Partnership Firms/owner in case of Sole  
Proprietorship)



1.

2.

Notarised

Notarised

Person identified by me/personally appeared before me

/signed before me/Attested/Authenticated\*

(\*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date\_\_\_\_\_

Accepted

(Signature, name, designation and address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

### **APPENDIX-III**

#### **Format for Power of Attorney for Lead Member of Consortium**

*(Refer Clause 2.1.7)*

Whereas the DoT ("the Authority") has invited bids from interested parties for the Development of Go Karting Facility on PPP in Daman ("the Project").Whereas, ....., ..... and ..... (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,..... having our registered office at.....  
M/s....., having our registered office at  
..... and M/s. having our registered office at.....,  
(hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s....., having its registered office at....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF 20.....

For ..... (Signature, Name & Title)

For .....

(Signature, Name & Title)

For .....

(Signature, Name & Title)

Witnesses:

1.

2.

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

## **APPENDIX IV**

### **Format for Joint Bidding Agreement for Consortium**

(Refer Clause 2.1.7& 2.1.13(e))

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of  
..... 20...

#### **AMONGST**

1. {..... Limited, and having its registered office at.....} (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

#### **AND**

2. {..... Limited, having its registered office at..... } and (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

#### **AND**

3. {..... Limited, and having its registered office at..... } (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

#### **WHEREAS,**

- (A) Department of Tourism, DNH & DD, represented by [●] and having its principal office at Secreteriat, Vidhyut Bhavan, Kachigam, Daman 396210 (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the Bids") by its Request for Proposal No. .... dated (the "RFP") for award of contract Development of Go Karting Facility on PPP in Daman
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

#### **NOW IT IS HEREBY AGREED as follows**

##### **1. Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

## **2. Consortium**

2.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

## **3. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding;
- (b) Party of the Second Part shall be {the Technical Member of the Consortium;}

## **4. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement

## **5. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - (i) require any consent or approval not already obtained;
  - (ii) violate any Applicable Law presently in effect and having applicability to it;
  - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

## **6. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the award of the Project.

## **7. Miscellaneous**

7.1 This Joint Bidding Agreement shall be governed by laws of {India}.

7.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PART

(Signature) (Signature)

(Name) (Name)

(Designation) (Designation)

(Address) (Address)

In the presence of:

1.

2.

**Notes:**

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

## APPENDIX V

### PROJECT SITE

DOT has identified a potential land parcel for development of Go Karting facility  
Located in Daman near Nani Daman Jetty and Namopath Seafront.



### Draft Plant Sketches:





**Appendix VI: Indicative format of Financial bid form**  
**(To be submitted online through BOQ on ddtenders.gov.in)**

<b>Description</b>	<b>Value (%)</b>
Per cent share of the total revenue collected in entire Go Karting Facility developed by the Concessionaire per annum.	_____ (%)