

**Request for Proposal**

**For**

**Selection of Advertising Agency**

**For Execution of Creative Branding works for Upcoming VVIP visit in  
DNH & Daman**

**RFP Ref No: 3/115/DT/VVIPUT/2022-23/438**

**Date: 26/09/2024**

**Issued by:**

Department of Tourism,  
UT Administration of Dadra & Nagar Haveli and Daman & Diu  
4<sup>th</sup> Floor, Vidyut Bhawan,  
Kachigam, Nani Daman, Daman – 396 215  
Phone: 0260-2250002  
Email: dnhddtourism@gmail.com

## CHAPTER 1 TENDER INVITATION NOTICE

**No: 3/115/DT/VVIPUT/2022-23/438**

**Dated: 26/09/2024**

The Director Tourism, DNH & DD on Behalf of Department of Tourism, and U.T. Administration of Dadra & Nagar Haveli and Daman & Diu invites bids from interested agencies for Selection of Advertising agency for execution of Creative Branding works for Upcoming VVIP visit in DNH & Daman (tentative date is mid week of October, 2024).

<b>Sr. No.</b>	<b>Description of Item</b>	<b>Qty.</b>	<b>Tender Fees</b>	<b>EMD</b>
1.	Selection of Advertising agency for execution of Creative Branding works for Upcoming VVIP visit in DNH & Daman	As mentioned in tender document	Rs. 5,000/-	Rs. 1,52,500/- (Exemption for MSME)

<b>Time line of the Tender</b>	
<b>Particulars</b>	<b>Date &amp; Time</b>
Document downloading starts	26/09/2024
Pre bid meeting	30/09/2024 at 11:00 Hrs <a href="https://meet.google.com/yis-cnkr-bnb">meet.google.com/yis-cnkr-bnb</a>
Last Date for Submission of tender Online	07/10/2024 at 15:00 Hrs
Opening of Technical Bid	07/10/2024 at 16:30 Hrs
Presentation	Will be intimated later
Opening of Financial Bid	Will be intimated later
The online Technical Bids received without scanned copies of tender fees, EMD and Mandatory documents shall not be considered for evaluation. List of the mandatory documents are specified in the tender document.	
Tender fees and EMD to be submitted in the form of Demand Draft (DD in favour of Director (Tourism), DNH & DD, payable at Daman.	
The bidders have to submit the price bid in Electronic Format <b>only</b> on website till the last date and time for submission. Price bid in physical format shall not be accepted in any case. The price bid shall be opened of those firms/agencies who are qualified in technical bid.	
Bidder can post their queries on E-mail Address: <a href="mailto:dnhddtourism@gmail.com">dnhddtourism@gmail.com</a> or can contact on 0260- 2250002.	
The tender form along with all details including schedules and terms and conditions can be downloaded from the Web Site <a href="https://ddtenders.gov.in">https://ddtenders.gov.in</a>	
The Tender Inviting Authority reserves the right to accept or reject any or all the tenders to be received without assigning any reasons thereof.	

**Sd/-**

Director –Tourism,  
DNH & DD

**CHAPTER 2**  
**TENDER FORM**

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

To

The Director (Tourism), Department of Tourism  
4<sup>th</sup> Floor, Vidyut Bhawan, Kachigam,  
Nani Daman – 396 215 Daman  
UT Administration of Dadra & Nagar Haveli and Daman & Diu

Ref No.\_\_\_\_\_ Dated\_\_\_\_\_

I/We, the undersigned have examined the above mentioned tender document, including amendment/corrigendum no.\_\_\_\_, dated\_(if any), the receipt of which is hereby confirmed. We now offer to create and submit the *services in* conformity with your above referred document.

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

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

I/We agree to keep our tender valid for acceptance as required in tender document or for subsequently extended period, if any, agreed to by us.

I/We also accordingly confirm to abide by this tender up to the aforesaid period and this tender May be accepted any time before the expiry of the aforesaid period.

I/We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

We confirm that we qualify all the eligibility criteria & terms and conditions specified in the RFP for Selection of Advertising agency for execution of Creative Branding works for Upcoming VVIP visit in DNH & Daman as on date.

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

(Signature with Date) (Name and Designation)

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

**CHAPTER 3  
SCOPE OF WORK**

**The agency shall execute following works for creative branding in Daman & DNH:**

- a. The agencies must create multiple designs for hoarding, pole kiosks, etc as per the briefing provided by the Tender Inviting Authority and the same shall be finalized after accordance of necessary approvals from the Tender Inviting Authority.
- b. The branding material must be printed and installed at all the prominent places of Daman/Silvassa Municipal Area as well as all the Panchayats of Daman/DNH and at the Venue. The locations where the branding material are to be displayed shall be fixed after taking due approvals from the Tender Inviting Authority.
- c. The hoardings and pole kiosks must carry information regarding, venue, timing and various achievements/ developed projects of the UT and welcoming the VVIP in the UT.
- d. All the Outdoor hoardings & banners must be put up latest before one (01) week of the event for public information and for on-route and venue branding.
- e. The number of hoardings, Kiosks, etc. required along with the sizes are as below:

<b>CREATIVE BRANDING WORKS IN DNH &amp; DAMAN FOR UPCOMING VVIP VISIT 2024</b>			
Sr No	Particulars	Quantity	Remarks
1.	Hoardings (20x10 ft) DNH: 70 Daman: 60	130 Nos.	Content, dimensions, height, positioning for accurate visibility shall be ensured
2.	Hoardings (40x10 ft) DNH: 10 Daman: 10	20 Nos.	Content, dimensions, height, positioning for accurate visibility shall be ensured
3.	Pole Kiosks 3x4 ft DNH: 150 Daman: 150	300 Nos.	Content, dimensions, height, positioning for accurate visibility shall be ensured
4.	<b>only Creatives</b> <ul style="list-style-type: none"> <li>• Newspaper Advertisements (10)</li> <li>• Social Media posts (10)</li> <li>• Radio Jingles</li> </ul>	1 Job	(Full Page & Half Page) (Hindi, English, Gujarati)
5.	Invitations	500 Nos.	With Embossing of National Emblem and Samples to be submitted at the time of Presentation
6.	Cut outs of VVIP (12x4 ft) DNH: 15 Daman: 15	30 Nos.	At some places two sides may be required

7.	Colourful Flags with pole 6x3ft and UT logo printed on both sides Pole size 12/15 ft DNH:200 Daman:300	500 Nos.	If with branding than it should be dual sided printed
8.	Standees 6x3 ft DNH: 10 Daman: 10	20 Nos.	With a proper stand
9.	Box Gate of road size as per location DNH: 3 DAMAN: 3	6 Nos.	Location will be provided and must visit site for the size confirmation
10.	Creative wall (20' x 10') DNH: 10 DAMAN: 20	30 Nos.	Content, dimensions, height, positioning for accurate visibility shall be ensured
11.	Selfie Points DNH: 1 DAMAN: 2	3 Nos.	Location will be provided
12.	Box Pillars (3ft x 10ft x 4ft) DNH: 6 DAMAN: 6	12 Nos.	Location will be provided
13.	Stage Backdrop (Flex printing and installation) (only creative if LED)	2 Nos.	Size will be confirmed

- f. The hoardings must be on Black back Banners of minimum 280 GSM and with temporary MS frame and stand or truss support as required.
- g. No use of bamboos for support (if used it shall not be visible)
- h. Average height for the installation of hoardings shall be 5.5 feet from the ground.
- i. The hoardings must be in the languages of Hindi, Gujarati and English after acquiring appropriate approval from the Tender Inviting Authority.
- j. All the designs and creative must be approved by the Tender Inviting Authority before printing.
- k. The hoardings and other elements mentioned in point “e” must be in the all three languages Hindi, Gujarati and English after acquiring appropriate approval from the Tender Inviting Authority.
- l. The agency should ensure that all the branding material are removed within two days after completion of the event.
- m. Branding of all the programs scheduled for Upcoming VVIP visit in Daman and DNH as per point “e” shall be done through colorful Hoardings, Pole kiosks, Stage Branding, entry gate at prominent squares of the city etc so as the city gets a vibe in itself of the festival.
- n. No digging of road allowed and any structure for branding shall be installed or set up with angular truss and frame.
- o. Size and Layout of few hoardings may vary as per the requirement of location, thus site visit may be done.
- p. The successful bidder shall ensure the content, dimensions, height, positioning of all elements specially Hoardings and Pole Kiosks are accurately visible.
- q. The agency must present new and unique ideas of Box gate designs.

- r. The successful bidder must visit and confirm with the size for the installation of box gate.
- s. The successful bidder must ensure preservation of the installed branding materials as mentioned at point no “e” until the completion of visit.
- t. Bidder’s plan/presentations/numbers are always subject to modification by the Authority keeping in mind the changing needs of the event.
- u. The work will entail set up of an office at the site, which will require deputation of staff immediately on allotment of Work order.
- v. Manpower and other related conditions
  - i. The agency has to provide required manpower and support staff for the execution of the said scope of work.
  - ii. Adequate manpower for all the areas as advised by the Authority to be deployed. All bidders are required to provide a detailed list of manpower that will be deployed for the completion execution of work.
  - iii. The agency will supply, control and manage the manpower including temporary manpower required to arrange works as per scope.
  - iv. The bidder has to visit the UT for inspection before presenting the concept according to proposed location.
  - v. The agency shall also provide and handover to the Authority, soft copy and albums (hard copy) of the work executed.
  - vi. No additional cost for event management and documentation (soft/hard copy) videography/photography will be paid to the bidder.
  - vii. The transportation installation & dismantling of materials would be done by the agency.
  - viii. The agency shall ensure the solid and liquid waste management at all venues in the UT. Also, the post event cleaning shall be done by the agency.
  - ix. The scope of services specified in this clause are not exhaustive and the agency shall undertake such other tasks as may be necessary to successfully implement the event

**CHAPTER 4**  
**ELIGIBILITY CRITERIA & BID EVALUATION PROCESS**

- 1. ELIGIBILITY CRITERIA:** To be eligible for pre-qualification and short-listing, the Bidders shall have to fulfill the following conditions of eligibility:
- a. The Agency should be an entity incorporated/ registered under the Companies Act 2013 or a Limited Liability Partnership registered under the LLP Act 2008 or a Sole Proprietorship. The Agency must submit a proof of Registration of the legal entity (Certificate of Incorporation to be submitted).
  - b. The bidder should have experience in similar works (i.e. works related to branding & advertising) for last five (05) years as on the date of tender. The bidder needs to provide documentary evidence in the form of Work Orders or Agreements or Completion Certificates from any Government / PSU / Private firms/ Corporates/ Companies etc. as detailed below: -  
One (01) similar completed work of aggregate costing not less than INR 45,00,000/- OR  
Two (02) similar completed works costing not less than INR 30,00,000/- each OR  
Three (03) similar completed works costing not less than INR 20,00,000/- each
  - c. Average Annual Minimum turnover of the firm in whose name the tender is being applied should be Rs. 1.00 crores per year for last three years. A Certificate from the CA in this regard should be enclosed.
  - d. The bidder is required to submit copies of audited balance sheet along with the copies of Income tax Return for last three years in support.
  - e. Proof of GST registration.
  - f. Copy of Pan Card.
  - g. An undertaking that the firm is not blacklisted/debarred from any Government organization/Department.

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

## 2. TECHNICAL EVALUATION CRITERIA:

Sr. No.	Qualification Criteria	Maximum Marks
<b>A.</b>	<b>TECHNICAL BID EVALUATION</b>	<b>60</b>
1.	Experience in eligible projects as defined (refer Chapter 4: 1 b)	<b>30</b>
a.	1 eligible project	10
b.	2-3 eligible project	20
c.	More than 3 eligible project	30
2.	Average Annual Turnover of the bidder	<b>30</b>
a.	Rs. 1-1.5 crore	10
b.	Rs. More than 1.5-3 crore	20
c.	Rs. More than 3 crore	30
<b>B.</b>	<b>PRESENTATION SCORE:</b> <ul style="list-style-type: none"><li>•Approach &amp; Methodology</li><li>•Innovative ideas and suggestions</li><li>•Detailed project plan for creative branding works for VVIP visit programme in Daman &amp; DNH</li></ul>	<b>40</b>

## 3. BID EVALUATION PROCESS (QCCBS):

1. The Tender Evaluation committee will evaluate the bidders on basis of Prequalification criteria on last date of submission. The qualified bidder's technical as well as financial bids will be evaluated separately and the below evaluation process shall be carried for each event. The technical bids of all Tenderers will be opened first.
2. The following evaluation criteria shall be used for each event separately. The technical evaluation will carry a weightage of 100 marks with minimum marks to be qualified be 60 marks. After analysis of Technical Bids and presentation, the financial bids of only qualified bidders will be opened.

Financial evaluation will carry a weightage of 30 marks.

The financial score will be calculated as per the formula mentioned below:

$$\text{Financial Score} = (\text{LFB}/\text{F}) * 100$$

Where LFB = Lowest Financial Bid and F = Quoted Amount

Combined Technical and Financial Score (CTFS) with Weightage 70:30 will be calculated.

$$\text{CTFS} = \text{Technical Score} * (70/100) + \text{Financial Score} * (30/100)$$

3. The agency which scores the highest aggregate marks on the basis of cumulative marks obtained in technical and financial bids (after adding the scores from the technical, presentation and financial evaluation) will be awarded the work order for execution of Creative Branding works for Upcoming VVIP visit in Daman and DNH.



## **CHAPTER 5**

### **GENERAL INSTRUCTIONS AND TERMS & CONDITIONS**

1. The Authority will select a Firm / Company, in accordance with the method of selection specified in the RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that Authority's decisions are without any appeal whatsoever.
2. The Bidders are invited to submit a Technical Proposal and Financial Proposal for execution of Creative Branding works for Upcoming VVIP visit in Daman and DNH.
3. All Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Bidders are encouraged to visit the Authority before submitting a proposal and to attend a Pre-bid Meeting, if any.
4. The proposal could form the basis for future negotiations and ultimately may lead to contract between the successful bidder and the Authority.
5. The cost of preparing the proposal and all subsequent negotiations, if any, with Authority and other experts on tasks and actions directly and indirectly related or presentation of proposal shall be borne by the bidder.
6. Authority reserves the right to accept or reject any and / or all the proposals without assigning any reasons thereof.
7. The Authority requires that the Bidders provide professional, objective and efficient services at all times and holds the Authority's interests paramount, avoids conflicts with other assignments or its own interests and act without any consideration for future work. The Bidder(s) shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of the Authority and the said works.
8. Proposal and Bid means the same in this document and he also means to include she and vice-versa. The bidders are requested to add extra lines / sheets, wherever necessary.
9. The rate(s) quoted should be strictly for Daman & DNH and operative for supply orders issued by the department.
10. The execution of Creative Branding works for Upcoming VVIP visit in Daman and DNH as per tender document if found of inferior quality/ standard or of different specifications after then that ordered/ specified and / or incompletes or torn articles will not be accepted. The work will have to replace the same at his own cost and risk. However, if no communication the Tender inviting officer will not be responsible for any damage, loss etc. of such rejected articles.
11. The right to accept or reject without assignment any reason any or all tenders in part or whole is reserved with the Tender Inviting Officer and his decision(s) on all matters relating to acceptance or rejection of the tenders as a whole or in part will be final and binding to all.

**12. Communications**

All communications including the submission of Proposal should be addressed to: The Director (Tourism), Department of Tourism, 4<sup>th</sup> Floor, Vidyut Bhavan, Kachigam, Nani Daman, Daman – 396 215 Phone: 0260- 2250002

13. At any time before the submission of Proposals, the Authority may amend the RFP by issuing a corrigendum in writing or by standard electronic means. The corrigendum shall be sent to all the Bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an amendment into account in their Proposals the Authority may, if the amendment is substantial, extend the deadline for the submission of Proposals.

**14. Clarification And / Or Interpretation of Proposal**

After submission of the final Proposal by the Bidders, to the satisfaction of the Authority, if clarifications are required or doubt arises as to the interpretation of anything included in the proposal, the Bidder(s) shall, on receipt of written request from the Authority, furnish such clarification to the satisfaction of Authority within two (02) working days without any extra charge.

**15. Bid Submission**

a. The mandatory documents specified in this document shall be submitted before the prescribed dates online on ddtenders.gov.in as well as offline in the office of The Director (Tourism), Department of Tourism, 4<sup>th</sup> Floor, Vidyut Bhavan, Kachigam, Nani Daman, Daman – 396 215.

**b. Tender Contents**

The Tenders are to be submitted online as well as offline in 2 part bid system:

- I. Technical Proposal (signed and stamped RFP document along with supporting documents as mentioned in Chapter 4: (1))
- II. Financial Proposal (Note that the bidder shall submit the BOQ in online format only).

**I. Technical Proposal**

The Technical proposal should contain RFP Document (duly signed and stamped to be submitted) along with supporting documents as mentioned in Chapter 4: (1).

**II. Financial Proposal**

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

**16. Proposal Validity Period**

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

**17. Technical Evaluation: Presentation**

The Firm / Company will have to make a presentation of the Technical Proposal to the Authority. The presentation shall cover in sufficient detail of the creative design, any innovative options for branding, detailed proposal for installation of branding material, conceptual design, thematic understanding, quality of visual appeal, overall project management capabilities, work plan, implementation strategy etc. The objective of the presentation is to evaluate the Event Management Company regarding their understanding and preparations

for the branding works and get clarifications, if any, as required by the Authority. The tentative date and venue of presentation is as per the RFP.

**18. Working Conduct**

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

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

**20. Use of Event Documents and Information**

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

**21. Maintenance of Facility**

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

**22. Completeness of Work**

All sundry fixtures and fittings, assemblies, accessories, hardware items, foundation bolts, termination plugs for electrical connections as required, and all other sundry items which are useful and necessary for proper assembly and efficient working of the various components of the work shall be deemed to have been included in the tender, whether such items are specifically mentioned in the tender documents or not. After conclusion of the event, dismantling and removal of all material from the site and restoration of the soil which shall also be done within 02 days of completion of the Event.

**23. Tools for Handling and Erection**

All tools and tackles required for handling of equipment and materials at site of work as well as for their assembly and erection, maintenance & security and also necessary test instruments shall be the responsibility of the Bidder.

**24. Provision for Electricity and Water**

Electricity & water shall be arranged by the bidder at strategic locations of the venue. However the department may facilitate in coordinating with the concerned departments for the said work. All cabling and distribution from the temporary substation at site or across the road is to be arranged by the Bidder. The Bidder shall be liable to pay for electricity and water consumed as per bill by concerned department.

**25. Site Availability**

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

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

**27. Maintenance and Security**

- a. The Bidders shall follow the protocol in respect to the Covid-19 Norms during the event and during preparations of the event.
- b. The Bidders shall be responsible for maintenance of the provided area/venue and will keep the same clean/tidy during the occurrence of the event.
- c. The Bidders shall be responsible for maintenance and watch and ward of the Structures and Equipment and other infrastructure, safety of all fittings and fixtures during the occurrence of the event.
- d. The Bidder would also solely be responsible for all his staff, whether permanent or temporary, and ensure their safety and security. The Authority will not be, under any circumstances, responsible for this.

**28. Change in Management / Bidder Composition**

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

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

- a. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Application and to cancel or withdraw the RFP process and reject all Applications in full or in part, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.
- b. The Authority reserves the right to reject any Application, if at any time a material misrepresentation is made or uncovered. This would lead to the disqualification of the Application.

**30. Dispute Resolution Mechanism**

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

**31. Other Terms and Conditions**

- a. The cables used should be ISI/BIS standard
- b. All works mentioned in the scope should be ready one day prior to the event

dates in working condition.

- c. The quantity mentioned in the RFP is as per the scope of work as on date.
- d. Quantities can be increased or decreased one week prior to the event or as the case may be.
- e. The rates quoted in Price Bid should be inclusive of all taxes/VAT etc. VAT except Service tax which shall be charged as per rates prevalent at the time of award/execution of work.

**32. Commencement of Services**

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

**33. Payment schedule and timeline**

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

**34. MISCELLANEOUS**

- a. The Selection Process shall be governed by, and construed in accordance with, the laws of UT of Dadra & Nagar Haveli and Daman & Diu and the Courts at Daman shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process and execution of the project.
- b. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
  - a. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - b. consult with any Bidder in order to receive clarification or further information;
  - c. retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- c. It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it May have in this respect, whether actual or contingent, whether present or future.
- d. All documents and other information supplied by the Authority or submitted by a Bidder shall remain or become, as the case May be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- e. The Authority reserves the right to make inquiries with any of the clients listed

by the Bidders in their previous experience record.

- f. After selection, a Letter of Award (LOA) shall be issued in duplicate, by the Authority to the Selected Bidder & the Selected Bidder shall sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event of the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority May, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Bidder May be considered discretion.
- g. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case May be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.
- h. A Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.
- i. The Authority reserves the right to add or reduce the scope of work at its discretion.
- j. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case May be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.

**k. Force Majeure**

Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.

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

**m. Arbitration**

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

**n. Damage to Persons and Property**

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

**o. Penalty conditions**

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

**CHAPTER 6**

**BOQ TO BE SUBMITTED IN FINANCIAL BID TO EXECUTE THE CREATIVE  
BRANDING WORKS FOR THE UPCOMING VVIP VISIT IN DNH AND DAMAN  
(NOTE THE RATES SHALL BE SUBMITTED ONLINE ONLY AS PER THE  
ELEMENTS MENTIONED IN THE SCOPE OF WORK)**

<b>Sr No</b>	<b>Particulars</b>	<b>Quantity</b>	<b>Unit</b>	<b>Cost in Rs</b>
1.	Hoardings (20x10 ft) DNH: 70 Daman: 60	130	Nos	
2.	Hoardings (40x10 ft) DNH: 10 Daman: 10	20	Nos	
3.	Pole Kiosks 3x4 ft DNH: 150 Daman: 150	300	Nos	
4.	<b>only Creatives</b> • Newspaper Advertisements (10) • Social Media posts (10) • Radio Jingles	1	Job	
5.	Invitations	500	Nos	
6.	Cut outs of VVIP (12x4 ft) DNH: 15 Daman: 15	30	Nos	
7.	Colourful Flags with pole 6x3ft and UT logo printed on both sides Pole size 12/15 ft DNH:200 Daman:300	500	Nos	
8.	Standees 6x3 ft DNH: 10 Daman: 10	20	Nos	
9.	Box Gate of road size as per location DNH: 3 DAMAN: 3	6	Nos	
10.	Creative wall (20ft x 10ft) DNH: 10 DAMAN: 20	30	Nos	
11.	Selfie Points DNH: 1 DAMAN: 2	3	Nos	



12.	Box Pillars (3ft x 10ft x 4ft) DNH: 6 DAMAN: 6	12	Nos	
13.	Stage Backdrop (Flex printing and installation) (only creative if LED)	2	Nos	
<b>Total Cost for execution of Creative Branding works for Upcoming VVIP visit in DNH and Daman (Inclusive of Taxes)</b>				