



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



DEPARTMENT OF TOURISM (DoT), DNH & DD

Request for Proposal

for

**Selection of an agency for operation, management & maintenance of
Garden & Adventure Park at Devka Beach, Nani Daman in Daman District
on Management Contract**

Ref no. 4/439/DT/DEVKA GARDEN/2022-23/PART/314

Date: 21.05.2025

Tender Portal- ddtenders.gov.in

*O/o Director (Tourism), DNH & DD
Department of Tourism, 4th Floor
Vidhyut Bhawan (Secretariat), Kachigam
Daman 396 215*

Contents

DISCLAIMER.....	3
1. INVITATION FOR REQUEST FOR PROPOSAL.....	8
2. For further details contact:.....	10
4. SCOPE OF WORK.....	12
<i>4.1 Operation and Maintenance of the Property/Garden</i>	<i>12</i>
<i>4.2 Obtain NOCs / permissions for the Project.....</i>	<i>13</i>
<i>4.3 Operation and Maintenance Rights</i>	<i>13</i>
<i>4.4 Responsibilities of the Authority</i>	<i>14</i>
<i>4.5 Rights and Responsibilities of the Operator.....</i>	<i>15</i>
Procurement:	17
5. FINANCIAL PROPOSAL	18
6. BRIEF DESCRIPTION OF BIDDING PROCESS.....	19
7. INSTRUCTION TO BIDDER	20
8. CONDITION OF ELIGIBILITY OF APPLICANTS	23
9. Financial Eligibility Criteria	24
10. O & M Experience.....	24
11. AUTHORIZED REPRESENTATIVES	27
12. Preparation of Bid	27
13. BID SECURITY	32
14. Evaluation Criteria	33
15. FORMATS FOR BID SUBMISSION.....	39
16. APPENDIX-B - FORMATS FOR TECHNICAL BID SUBMISSION.....	56
APPENDIX-C- FORMAT FOR FINANCIAL BID SUBMISSION	64
Annexure 1- Project Detail.....	65

DISCLAIMER

The information contained in this Request for Proposals document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of DOT, DNH & DD & DD 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 neither an agreement and nor an offer nor an invitation by DOT, DNH & DD & DD 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 the formulation of their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the DOT, DNH & DD & DD in relation to the Property. 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 DOT, DNH & DD, 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 this RFP 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.

DOT, DNH & DD makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. DOT, DNH & DD may in its absolute discretion, but without being under any obligation to do so, update, amend, or supplement the information in this RFP.

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. DOT, DNH & DD accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

DOT, DNH & DD, its employees and advisors make no representation or warranty and shall not be liable to any person, including any 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 e-bid Stage.

DOT, DNH & DD 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. DOT, DNH & DD 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 DOT, DNH & DD is bound to select a Bidder or to appoint the Selected Bidder or O&M Operator, as the case may be, for the Property and DOT, DNH & DD 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 DOT, DNH & DD or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and DOT, DNH & DD 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. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the DOT, DNH & DD and the Bidder.

DOT, DNH & DD reserves its right to withdraw from the process at any stage of the process and/or modify the process or any part thereof or to vary any terms at any time or stage without assigning any reasons whatsoever. In such an event, no financial obligation of whatsoever nature shall accrue to DOT, DNH & DD or any of its respective officers, employees, advisors or agents. Each Bidder's procurement of this RFP constitutes its agreement to, and acceptance of, the terms set forth in this Disclaimer. By acceptance of this RFP, the recipient agrees that this RFP and any information herewith supersede document(s) or earlier information, if any, in relation to the subject matter hereto.

Definitions:

‘Agreement’ shall mean the Operation and Maintenance Agreement to be executed by the DOT, UT Administration of DNH & DD in respect of the Project in favour of the company to be incorporated by the Selected Bidder under the Companies Act, 2013 for implementation of the Project in accordance with the provision of the RFP document.

‘Authority’ shall mean U.T. ADMINISTRATION OF DADRA & NAGAR HAVELI AND DAMAN & DIU, Director (Tourism), DNH & DD

‘Bid’ shall mean the response submitted by the bidder in response to the RFP in accordance with the terms and conditions of this RFP, including clarifications and/or amendments, to the extent permitted, thereto.

‘Bid Security / Earnest Money Deposit’ shall mean the security furnished by the bidder as stipulated in the RFP document.

‘Bidder’ shall mean the bidding entity, company or consortium of companies, as the context may admit or require, that submit their bid.

‘Due Date’ shall mean the last date and time for receipt of the Bid, and as mentioned in this RFP.

‘Eligibility Criteria’ shall mean the General, Financial and Technical criteria stipulated in this RFP documents, which the bidder is required to meet in order to be eligible for evaluation of his Bid.

“INR” means Indian Rupees

‘Letter of Intent’ or **‘LOI’** shall mean the letter to be issued by Authority to the Selected Bidder conveying intention of award of the Project, in accordance with the terms of this RFP.

‘Performance Security’ shall mean the irrevocable & unconditional bank guarantee furnished by the Selected Bidder as per the terms of the RFP.

‘Power of Attorney’ shall mean the Power of Attorney, in the format provided in this RFP, to be furnished by the bidder authorizing a person to sign the Bid and act for and on behalf of the bidder during the bidding process.

‘Project’ Operation, Maintenance & Management of Garden & Adventure Park at Devka Beach, Nani Daman in Daman District

‘Project Site’ Entire Garden Area, Devka in Daman district.

‘Request for Proposal’ or **‘RFP’** shall mean the Request for Proposal document including the draft Agreement, Annexure and Addendum thereof issued by DOT, DNH & DD for selection of a suitable operator to implement the Project, and shall include any modifications, amendments or alterations or clarifications thereto.

“Selected Bidder” shall mean the bidder selected, pursuant to the bid evaluation process set forth in this RFP document, for implementation of the Project and to whom LOI has been issued by Authority.

Interpretation:

In the interpretation of this RFP, unless the context otherwise requires:

Words importing singular shall include plural and vice versa, and words importing the masculine shall include the feminine gender and vice versa; Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP; the table of contents and headings are for convenience of reference only, and shall not be used in and shall not affect the construction or interpretation of this Agreement

A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof; The terms “include” and “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed;

Any reference to a person shall include such person’s successors and permitted assignees; A reference to a “writing” or “written” includes printing, typing, lithography and other means of reproducing words in a visible form.

Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;

A reference to “month” shall mean a calendar month, a reference to “week” shall mean a calendar week and a reference to “day” shall mean a calendar day, unless otherwise specified;

The terms “hereof”, “herein”, “hereto”, “hereunder” or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP. The terms “Article”, “Clause”, “Paragraph” and “Schedule” mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified.

In the case of any conflict, discrepancy or repugnancy between the provisions of RFP documents, provisions of the Operation and Maintenance Agreement (as applicable) shall prevail over and supersede the provisions of other documents.

The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of the Operation and Maintenance Agreement.

U.T. Administration of DNH & Daman & Diu
Department of Tourism (DoT),
DNH & DD

No. 4/439/DT/DEVKA GARDEN/2022-23/PART/314

Date: 21/05/2025

Request for Proposal

The Director (Tourism), DNH & DD, invites on behalf of President of India, the Request For Proposal, online through e – tendering for following work(s) :-

NAME OF WORK:

“RFP for Selection of an agency for operation, management & maintenance of Garden & Adventure Park at Devka Beach, Nani Daman in Daman District on Management Contract” (The scope of work is mentioned in the RFP document)

RFP/Tender Fee	₹10,000/- (Rupees Ten Thousand Only) To Director (Tourism) payable at Daman, in the form of DD (Non-refundable)
EMD (Earnest Money Deposit)	₹42,25,000/- (Rupees Forty Two Lakh Twenty Five Thousand Only) To Director (Tourism) payable at Daman, in the form of DD or Bank Deposit (Refundable)

Schedule of RFP/Tender: -

i. RFP/Tender Upload Date & Time	21.05.2025 at 06:00 PM
ii. Pre-bid Meeting Date & Time	30.05.2025 at 12:00 PM (VC Link - meet.google.com/uwr-jbif-kdu)
iii. RFP/Tender Bid Due Date & Time	10.06.2025 at 06:00 PM
iv. RFP/Tender Opening Date & Time	11.06.2025 at 12:00 PM

- The RFP document is available on <https://ddtenders.gov.in>

RFP inviting authority reserves the right to reject any or all RFP without assigning any reason and the selection shall be at the absolute discretion of the RFP inviting authority and his decision in this respect shall be final and binding.

-Sd-
Director (Tourism),
DNH & DD

1. INVITATION FOR REQUEST FOR PROPOSAL

1. Director (Tourism), DNH & DD, hereby invites applications for “Selection of an agency for operation, management & maintenance of Garden & Adventure Park at Devka Beach, Nani Daman in Daman District on Management Contract”. The brief details are as follows:

Name of the Project	Operation, Maintenance & Management of Garden & Adventure Park at Devka Beach, Nani Daman in Daman District
Total land Area	Appx. 49,000 sq. mtr.
Location	Survey no. 121/P (Phase II) Garden Area, Nani Daman https://maps.app.goo.gl/VB3ZnpfyNUtbDVFB7
Mode of Contract	Management Contract
Management Period	The contract period for the project shall be for a period of 1 year and extendable for further 1 Year subject to decision of the Authority.
Property on Operation and management basis	Only right to access given to the operator for operation, maintenance and management as per the RFP conditions.
Management Fee	In lieu of the operational & maintenance and management rights at the project site, the Operator shall quote a management fee (in %) of total revenue generated per year from the Services provided. The management fee is payable by the Authority, UT Administration of DNH & DD.
Land Details	Encumbrance free government land (Developed Garden, Toy train, Washroom, Parking, Food courts, Kids play area, aquarium, museum etc.)
Additional Facilities	Sensor based visitor's counter shall be installed in the Garden by the successful bidder. Police, Medical, Lavatories, Parking, Existing Labours/ Gardeners, Sweepers, etc.
Clearances	The successful bidder shall obtain applicable permits subject to the project for submitting timely compliance.

Bid Parameter	<ul style="list-style-type: none"> • Lowest Management Fee (Percentage Share) quoted by the Bidder from the Authority's revenue generated. • The fee amount shall be quoted by the bidder in percentage. • The fee shall be payable to the successful bidder after end of every operational year.
Technical Criteria	<p>The Bidder should have operated, managed or maintained or Supplied Amusement Rides for Garden / Amusement Park / Game zone / Theme Park / Museum at of Govt. / Semi Govt. / Private Sector with</p> <p>One (01) work of Rs. 4 Cr. or Two (2) Work of 2 Cr.</p> <p>in the last five preceding financial years. Work Order / Work Completion Certificate / Sales Agreement / Purchase Order should be provided.</p>
Financial Criteria	<p>The Bidder should have a minimum average annual turnover of Rs. 4 Cr or more in past Three (03) financial years (i.e. FY 2023-24, FY 2022-23 & FY 2021-22)</p> <p>JV/Consortium is allowed, technical capacity and financial capacity will be considered combined or any of the Member.</p> <p>JV/Consortium agreement and CA certified financial support documents will be required.</p>
e-Reverse Auction stage	<p>The lowest bid (L1) bid received from amongst the Qualifying Bidders in e tender stage shall be the Start Price for reverse bidding/ reverse auction.</p> <p>In the e-reverse auction stage, the lowest bid (L1) for the project shall be displayed to the bidders on the https://ddtenders.gov.in, and thereafter any subsequent lowest bid in e-Reverse Auction Stage on a real time basis. During the e-Reverse Auction Stage, the bidders will have the option of decreasing the bid in decrements of 0.1 by them at e-tender Stage in their Bids and to decrease by seal limit of 5%.</p> <p>At the end of the e-reverse Auction, lowest bidder will be identified by the system, the system will check all bids received in e-Tender and e-reverse Auction and identify the bidder who has quoted the lowest bid price for the project therein ("Lowest Financial Bid"). The final quoted financial bids by each bidder will be taken into consideration in order to determine the 'Lowest Bidder '.</p>

2. This RFP may include any Corrigendum or Addenda issued by the Authority, for whatsoever reasons, at any time prior to the submission of the application. Any Corrigendum or addendum issued shall be part of the RFP Documents and shall be available on the website: <https://ddtenders.gov.in>

3. The Applicants are expected to examine all instructions, forms, terms and specifications in the RFP Document. Failure to furnish all information or documentation required by the RFP Document may result in the rejection of the application.

4. This Request for Proposal ("RFP") is for the selection of an Agency for Operation and Maintenance for the period as mentioned at Clause 1, subject to further extensions.

5. The RFP contains information with respect to the Project, bid evaluation process, bid submission, and eligibility criteria. Every proposal shall be evaluated in terms of financial and technical capability of the Bidder.

2. For further details contact:

To,

The Director (Tourism), DNH & DD

Email- dnhddtourism@gmail.com, tourism-dmn-dd@ddd.gov.in

Phone: 0260 2250002

O/o Director (Tourism), DNH & DD

Department of Tourism, 4th Floor

Vidhyut Bhawan (Secretariat), Kachigam

Daman 396 215

3. PROJECT BACKGROUND

- 3.1 The Dadra & Nagar Haveli and Daman & Diu Administration with the aim to increase tourist footfall and to provide distinctive experiences and facilities within the garden had intended to engage an agency for the operation & maintenance of Garden & Adventure Park at Devka Beach, Nani Daman in Daman District
- 3.2 To ensure optimal operation and management, the UT Administration plans to appoint a reputable operator or agency with a proven track record in operation & maintenance of gardens, adventure parks etc. This partnership will guarantee that the Devka Garden is run to the highest standards, offering exceptional services and experiences to visitors and tourists.
- 3.3 Location of plot



4. SCOPE OF WORK

The operator shall be handed over the Project Site on "as-is where-is" basis by the Authority. The operator is required to undertake due diligence of the Project Site including inspection of the Project Site before preparing their plans and satisfy themselves about the title, zoning, condition of the structures, etc. the bidder is responsible to conduct feasibility analysis of the project site. The Authority shall not be responsible for any adverse outcomes (Adverse outcome here means any lapse in safety and security of the building/site and its visitors), if any, during the term of the contract. Operator shall not be responsible for any structural defects and its compliance.

4.1 Operation and Maintenance of the Property/Garden

- i. The Operator needs to Operate, Manage, Maintain and promote the aforementioned garden property in Daman.
- ii. Operator shall operate on behalf of the authority and the expenses for operations and maintenance of the garden shall be borne by the Authority.
- iii. The operator should be allowed to charge the market-driven rates / tariffs for the facilities and offerings except for those services as may be decided by the Authority from time to time.
- iv. The Operator shall be responsible for the management of the landscaping, roads footpath etc and the cost shall be the Operating cost & expense.
- v. The operator shall deploy 24x7 security personals and maintain surveillance system (CCTV cameras) to ensure safety and security of the visitors. The relevant expenditure will be under Operating cost & expense.
- vi. The Operator shall take care of the repairs and maintenance and the same shall be the Operating cost and expense. The term "upgrade in other services" used requires to be defined and should be separately invoiced.
- vii. The operator needs to deploy skilled and courteous management and housekeeping staff to manage the operations.
- viii. The operator needs to maintain the cleanliness of the entire Garden Site and ensure waste disposal in proper manner.
- ix. The operator itself or through a competent third party should undertake repairs and maintenance of the entire garden area to always keep them in a good condition throughout the engagement period.
- x. The authority may instruct the bidder for upgrade in other services on need basis.
- xi. The authority may imply penalties for not adhering to the scope or any defaults and

complaints/issues reported to the Authority by Visitors/ customers related to the properties.

- xii. The operations of Cafeteria including the kitchen, stores and other food handling areas should be as per the Food Safety and Standards Act (FSSA) 2006, Food Safety and Standards Rules 2010 and various Food Safety and Standards regulations or any other relevant rules / regulations / norms as applicable from time to time.
- xiii. The operator shall have to maintain high standards of cleanliness, courtesy and manners by its staff and shall set high standards of quality of food and hygiene, serving standards.
- xiv. The operator shall maintain clean and hygienic environment at washing area, public areas, service entry, and premises, etc. used by the guests/employees.
- xv. The operator shall ensure collection, screening and segregation of dry and wet garbage area. The operator shall also ensure the segregation as per prescribed norms. Appropriate disposal as approved by applicable authority shall be the responsibility of the operator. Operator shall in no way harm the environment of that area.
- xvi. The operator shall ensure that due compliance Fire Safety has been taken from competent authority and fire-detection, fire-alarm and firefighting system are in place and functioning.
- xvii. The Authority shall make payment of electricity, LPG, Fuel, cooling system and water based on actual consumption at the Property. Authority shall ensure that Light, cooling System and Water connections are active and in working conditions and all outstanding dues, till the handing over of the facility, are paid. After handing over of the Property, the operator shall deploy adequate number of skilled, qualified and experienced persons to ensure efficient and high standards of services. All staff members should be provided with uniforms.

4.2 Obtain NOCs / permissions for the Project

- i. The authority shall facilitate the Operator/Concessionaire to obtain all the relevant NOCs / permissions/approvals to enable the Operator/Concessionaire to operate and manage the garden.
- ii. Notwithstanding anything to the contrary contained in this document, refusal of or inability to obtain any such permits and approvals by the successful bidder or any of its contractors or sub- contractors shall not constitute a Force Majeure Event and shall not in any manner excuse the successful bidder from the performance and discharge of its obligations and liabilities to the Authority.

4.3 Operation and Maintenance Rights

Subject to and in accordance with the provisions of the RFP, the rights hereby

granted shall oblige or entitle (as the case may be) the Operator to:

- i. Access the Garden Facilities, on operation & Management basis, for the purpose of and to the extent conferred by the provisions of this RFP;
- ii. Manage, operate and market the Garden Facilities and regulate the use thereof
- iii. The Operator shall be free to fix market driven rates/ tariffs and generate other revenue sources from the facilities except for those services as may be decided by the Authority from time to time.
- iv. Perform and fulfill all of the Operator's obligations under and in accordance with this RFP;
- v. Neither assign, transfer or sublet or create any lien or Encumbrance on this RFP, or the rights hereby granted or on the whole or any part of the Project nor transfer, license or part possession thereof, save and except as expressly permitted by this RFP.
- vi. The Authority shall procure and ensure issuance of necessary NOCs/permissions/approvals from the concerned stakeholders/departments for the Operator/Concessionaire to operate and manage the garden.
- vii. The Authority shall procure and bear the cost of renovations, operations, payroll, all AMC contracts of electricity panels etc.

At the end of the Management Period or early termination of this RFP for any reason whatsoever, all rights given under the Agreement shall cease to have effect and the Project Facilities, in good and operational condition, shall revert to the Authority without any obligation of Authority to pay or adjust any consideration or other payment to the Operator.

4.4 Responsibilities of the Authority

- i. The Authority shall be responsible for handing over the completed Garden Facilities to the Operator within the stipulated timeframe. The Garden Facilities shall be handed over to the operator on “as is basis” detailed are in Annexure 1 to this RFP.
- ii. The Authority shall be responsible for providing basic utilities including water connection, power connection and other similar utilities.
- iii. The Authority may video record and photograph the entire project site and its amenities at the time of handover to the operator.
- iv. The Authority represents that it has a clear and marketable title to the Site prior to the Execution Date and there is no material litigation or encumbrance to the Site.
- v. The Authority shall facilitate the Operator/Concessionaire to obtain NOCs/permissions/approvals from the competent authority for operating and management of the project site.
- vi. The Authority shall procure and manage on its own all moveable and consumable items through the operator including equipment, furniture, toiletries, stationery, etc

necessary for the garden and cafeteria.

- vii. The Authority shall procure and bear cost of all AMC contracts of electricity panels etc. through the operator.
- viii. The Authority shall be responsible for and shall ensure the following:
 - 1. Responsibility of the Authority's Project Team: The Authority shall engage, at its own cost and expense, such professionals of repute, specialists and consultants as may be necessary to complete the "Garden Area", including all aspects of the development, design, architecture, renovation, upgradation and furnishing of the Project site as required under the design, and Operator's Brand Standards and for compliance with the Legal Requirements.
 - 2. Authority shall ensure that all necessary plans and specifications for the renovation / upgradation of the "Garden Area" are prepared by a duly licensed architect, at Authority's expense, and in compliance with the design standards. The contractors engaged by Authority shall be responsible for the execution of the development of the "Garden Area"
 - 3. Authority shall submit designs / plans / drawings of architecture, MEP, interiors, landscape design etc. for all elements of the PIP to the Operator for its concurrence at every stage of the design process. However, the concurrence of the Operator shall not be construed as compliance with Legal Requirements, which shall be the sole responsibility of the Authority.
 - 4. The Authority shall ensure that all information technology related systems required by the Operator including CCTV, AV, Security, Ticketing Systems etc. are procured and implemented at the property as per the Brand Standards of the Operator.
 - 5. Supervision of the Project shall remain the responsibility of the Authority's project management team, whether in-house or outsourced.

4.5 Rights and Responsibilities of the Operator

The rights and powers of the Operator to run the Operations shall include, but not be limited to, the following:

- (a) The Operator shall Maintain the entire garden site including but not limited to public area and movable properties like furniture, electrical installations, etc. in good condition during the entire operations period and shall compensate the UT Administration for any damages to such properties at the end of contract period. Selection, requirement, training and assignment of duties of all the Staff and Corporate Staff Employees;
- (b) No additions, alterations, modifications to the existing building or any major civil work, development work shall be made in any manner without the written consent of the authority. The operator may carry out minor civil and repair and development work when required for smooth operations and upkeep of the project site and inform Authority about the repairs with a report.
- (c) Formulation and administration of the Staff policies including emoluments, transfers, termination, Employee Benefits, etc. which shall be compliant with the local Laws;
- (d) Institution and supervision of operating policies, principals, systems and procedures for all departments including purchasing, accounting, credit management, sales promotion, public

relations, housekeeping, security, kiosks, cafeterias, personnel, general administration, information technology, cost control, etc.;

- (e) Institution of reporting and control systems and procedures for all departments;
- (f) Establishment of all prices, price schedules, rates and rate schedules;
- (g) Supervision and control of the activities of the licensees, concessionaries and holders of privileges and their employees, including the dispossessing of licensees for non-payment of compensation or other proper cause or the termination of the rights of the concessionaries and holders of privileges for similar proper cause;
- (h) Negotiating and executing contracts in connection with the Operations, including appointment of persons for providing any specialized service(s) and/ or providing any service(s) required to be rendered herein by the Operator;
- (i) Purchasing on behalf of and at the cost of the Owner of such inventories, provisions, supplies and equipment as the Operator may deem reasonably necessary;
- (j) Taking action at law or in the name of the Owner, while keeping the Owner informed which the Operator shall deem necessary and proper in connection with the Operations;
- (k) Making of such routine repairs and maintenance to the garden, carrying out renovations/ refurbishments/ improvements at the garden as the Operator may deem reasonably necessary, in accordance with relevant provisions of this RFP;
- (l) The planning, preparation, contracting and execution of advertising and promotional programmes;
- (m) Instituting, conducting, defending, compromising, referring to arbitration and abandoning any legal or other proceedings claims and disputes in which the property is concerned;
- (n) Drawing, endorsing, negotiating and selling cheques, bills of exchange and other negotiable instruments with or without security and remitting monies whenever required and accepting drafts and bills of exchanges and other negotiable instruments in respect of the routine Operations;
- (o) Operating current or fixed deposit or overdraft accounts opened by the Owner in the name of the Property/garden in accordance with this RFP and drawing monies from any such accounts; provided, however, that the Operator shall not borrow money by way of loans, overdrafts or other credit facilities on behalf of the Owner or on behalf of the Property/garden and/ or pledge or offer as security any asset(s) of the Property/garden and/ or of the Owner for any borrowing without the prior approval in writing from the Owner;
- (p) Receiving and giving effectual receipts and discharge for monies, funds, goods or properties lent to or payable or belonging to the Property/garden;
- (q) The power to delegate authorities vested on the Operator to persons required to carry out specific works, requiring such a power, from time to time, restricted to the Operations;
- (r) Hire independent contractors to provide such accounting, technical and other professional services as the Operator deems advisable for the management, operation and maintenance of the Property/garden;
- (s) Installing, operationalizing and thereafter maintaining and supporting latest property/garden management software and systems (proprietary or otherwise) at the Property/garden;
- (t) To use all reasonable efforts to collect all charges, rents and other amounts due from Property/garden guests, patrons, tenants, sub-tenants, parties providing exclusive services and concessionaries, which efforts shall include where necessary or desirable, the following:
 - (i) demanding and giving receipts for charges, rents and other amounts due; (ii) giving notices to quit or surrender space occupied or used by the Party in question; and (iii) subject to this

Clause, suing for and instituting and summary proceedings in the name of the Owner in connection with any amounts due;

- (u) To negotiate with any labor union lawfully entitled to represent any Staff, with respect to wage negotiations and any settlement, with the prior knowledge of the Owner;
- (v) As part of the Operator's Group, the Property/garden will participate in Brand and the Operator's Group programs with respect to discounted and complimentary room, food and beverage and other services and shall offer benefits to Staff, Corporate Staff Employees, Key Personnel and staff of the Operator and its Affiliates while travelling on official duty or otherwise as per the rules/ policies of the Operator prevailing from time to time;
- (w) Offer discounted or complimentary rooms, food and beverages or services to any third parties in the normal course of business;
- (x) Generally, to perform all acts reasonably necessary in connection with the Operations in an efficient manner in a prudent, professional and business-like manner as it is reasonably expected from a property/garden operator and shall act in the best interest of the Property/garden; and
- (y) Subject to the Clauses from (a) to (cc) above, the Operator shall have all right, power and authority to carry on all correspondence, execute all agreements, documents and writings as are necessary for the purpose of properly running and managing the Property/garden.
- (z) The Owner shall, if and when required by the Operator, execute an authorization in favour of the Operator in accordance with this Clause ("Authority letter") for the purpose of Clause 6.5.
- (aa) The Owner shall approve and agrees to obtain, after following necessary departmental formalities without delay, and provide (as necessary) all required and appropriate corporate consents, permissions, orders and approvals from its authorities and directors as may be needed for the performance by the Operator and the Key Personnel of their duties to the extent set forth above or otherwise in this RFP (and the Owner shall procure that all such authorisations, consents and approvals shall remain in full force and effect without adverse modification throughout the Term (and where necessary, the Owner shall renew such authorisations, consents and approvals).

Procurement:

- (a) The Operator shall, at its own discretion during the Term and at the cost of the Owner, enter into contracts for the supply to the Property/garden of:
 - (i) all utilities, services and concessions as are, in the opinion of the Operator, necessary to maintain and operate the property in accordance with the Brand Standards, including electricity, gas, water, sewerage, waste disposal, telephone, fax, internet access, Wi-Fi connectivity, network access, web hosting, network storage, cleaning (including window cleaning), vermin extermination, electrical maintenance, air conditioning maintenance, master television antennae and/ or cable and/ or satellite communications, installation and service, security service, rubbish removal, equipment and systems maintenance; and food, beverage, FF&E, Operating Supplies and other materials and supplies for the Property/garden.
- (b) Any Procurement of the items or supplies which are not part of the Annual plan shall require Owners authorization. For the items or supplies which are part of the Annual Plan the Operator at its discretion, may, either itself or through one or more of its Affiliates, enter into such contracts in the name of the Owner for such supplies;
- (c) All costs of such supplies shall form part of Operating Expenses, other than supplies of FF&E, which shall be capital expenditure. It is clarified that all such costs of FF&E shall be borne by the Authority;

- (d) It is hereby agreed that, in the event the Owner recommends any alternative supplier, which is capable of providing the same good/ service at a better and more economic cost, while maintaining the quality, brand, service and delivery standards at the time of the discussions on the annual plan, the Operator shall favourably consider the same while procurement of the said good/ service.
- (e) No additions, alterations, modifications to the existing building or any major civil work, development work shall be made in any manner without the written consent of the authority. The operator may carry out minor civil and repair and development work when required for smooth operations and upkeep of the project site and inform Authority about the repairs with a report.
- (f) The building, furniture and other properties shall be insured against fire, rioting and other possible losses and the insurance policy. The related cost will be borne by the Authority.
- (g) Upon expiry or termination of the Agreement, the Operator shall promptly handover the property/ facilities to the Authority, free of all liabilities and encumbrances in same condition which was they received at the start of the tenure. The property / facilities, including all movable and immovable assets. It must be noted that this will not include any movable items brought in by the Operator during the Project tenure.
- (h) Maintain books of accounts as per proper accounting standards and will have them audited by statutory auditor on a yearly basis. The operator is responsible to submit monthly report to the authority on sales, booking, marketing and accounts on yearly basis.

5. FINANCIAL PROPOSAL

- 5.1 The Bidders are requested to quote the price bid as per the format and upload online, for preparing their price quote.
- 5.2 In lieu of the operational & maintenance and management rights at the project site, the Operator shall quote a management fee (in %) of total revenue generated per year from Operation, Maintenance & Management of Garden & Adventure Park at Devka Beach, Nani Daman in Daman District. The management fee is payable by the Authority, UT Administration of DNH & DD.

The term “**Appointed Date**” shall mean the date on or before which all Conditions Precedent to the Agreement are met by both the Selected Bidder and the Authority.

The term “**Commercial Operations Date**” or “**COD**” shall mean the earlier of:

- a. Date for which the Operator starts the commercial operation for the property;
 - b. A date 60 days from the Appointed Date or Handover Date.
- 5.3 The management fee payable shall be due after one year of COD and payable within 30 (Thirty) days.
 - 5.4 The authority may reserve the right to award LOI to operators for Operation, Maintenance & Management of Garden & Adventure Park at Devka Beach, Nani Daman in Daman District based on quotation received from the bidders.

- 5.5 **Performance Security:** The Selected Bidder shall deposit with the Authority upon signing of the Agreement, Performance Security of INR 70.4 Lakhs (INR Seventy Lakh Forty Thousand only) within 30 days of letter of award in the form of Bank Guarantee valid till 180 days from expiry of project tenure. The selected bidder must also agree to extent duration of validity of performance security in mutual agreement with the Authority.

6. BRIEF DESCRIPTION OF BIDDING PROCESS

- 6.1 DOT, DNH & DD has adopted an online bidding (e-reserve auction) process for selection of an operator for awarding the Property collectively referred to as the "Bidding Process" for selection of the Bidder for award of the Property. The e-tendering process is online at e-portal (URL: - <https://ddtenders.gov.in/>)
- I. The Bidders (the "Bidders"), which expression shall, unless repugnant to the context be required to upload their Bids (the "Bids") online in two parts i.e.
 - a. Technical Bid.
 - b. Financial Bid
 - II. *And then have to follow e- Reserve auction stage:*
 - a. The lowest bid (L1) bid received from amongst the Qualifying Bidders in e tender stage shall be the Base Percentage/Price for reverse bidding/ reverse auction.
 - b. In the e-reverse auction stage, the lowest bid (L1) for Operation, Maintenance & Management of Garden & Adventure Park at Devka Beach, Nani Daman in Daman District shall be displayed to the bidders on the <https://ddtenders.gov.in>, and thereafter any subsequent lowest bid in e-Reverse Auction Stage on a real time basis. During the e-Reverse Auction Stage, the bidders will have the option of decreasing the bid in decrements of 0.1 by them at e-tender Stage in their Bids and to decrease by seal limit of 5%
 - c. At the end of the e-reverse Auction, lowest bidder will be identified by the system, the system will check all bids received in e-Tender and e-reverse Auction and identify the bidder who has quoted the lowest bid price for Operation, Maintenance & Management of Garden & Adventure Park at Devka Beach, Nani Daman in Daman District therein ("Lowest Financial Bid"). The final quoted financial bids by each bidder will be taken into consideration in order to determine the 'Lowest Bidder '.
 - III. The e-bid shall be summarily rejected if it is not accompanied with the details of payment of the Bid processing fee and Bid Security.
 - IV. The evaluation stage of the Bidding Process involves evaluation of technical bids in accordance with provisions of this RFP. At the end of this stage, DOT, DNH & DD shall shortlist qualified Bidders fulfilling the qualification criteria.
 - V. The Bidders shortlisted after qualification stage shall be eligible for opening and evaluation of their Financial Bids.
 - VI. The Bidding Documents inter alia include the draft Operation and Maintenance Agreement for the Property. The aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
 - VII. Performance security shall be submitted in the form of Bank Guarantee from the Scheduled Bank having branch at Daman.

- VIII. During the bidding stage, Bidders are entitled to examine the Property in detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Bid for implementation of the Property.
- IX. The Bidder may submit their queries, if any, before the last date of receiving queries as specified in this RFP. DOT, DNH & DD 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. However, queries received after prescribed date shall not be entertained.

6.2 A Pre-Bid Conference shall be held to clarify issues and to answer questions on any matter that may be raised at that stage.

6.3 The Bidder should send in their queries for Pre-Bid conference in the following format:

Sl. No.	RFP Document Page No.	Existing Provision	Clarification required	Suggested change

6.4 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the DOT, DNH & DD. The DOT, DNH & DD 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.

7. INSTRUCTION TO BIDDER

7.1. Scope of the Bid

a) DOT, DNH & DD wishes to receive Bids in order to select experienced and capable Bidders for the Property. The Financial bids of bidders fulfilling the technical qualification criteria shall be subsequently evaluated.

7.2. General terms of Bidding

- a) The Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Property before submitting their Bids and satisfy itself of the title, Authority ship, physical condition of the Property and the assets lying therein and DOT, DNH & DD has made no representation and/ or warranty, expressor implied, as regards the Property, including but without limitation to the quality, condition, merchantability and suitability thereof.
- b) Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Operation & Maintenance and management 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 Operation & Maintenance and management Agreement.
- c) Any condition or qualification or any other essential stipulation contained in the Bid

shall render the bid liable to rejection as non-responsive bid.

- d) The documents including this RFP and all attached documents, provided by DOT, DNH & DD are and shall remain or become the properties of DOT, DNH & DD 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. DOT, DNH & DD will not return to the Bidders any Bid, document or any information provided along therewith.
- e) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical advisor of Director (Tourism), DNH & DD/Add. Director (Tourism), Diu, in relation to the Property 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 Property during the Bidding Process or subsequent to the (i) issue of the LOI or (ii) execution of the Operation and Maintenance Agreement. In the event any such advisor is engaged by the Selected Bidder or O&M Operator, as the case may be, after issue of the LOI or execution of the Operation & Maintenance and Management.
- f) This RFP is not transferable.
- g) Award of contract pursuant to this RFP shall be subject to the terms of Bidding Documents.
- h) No Bidder shall submit more than one Bid for the Project. Violation of this shall lead to disqualification of the Bidder.
- i) Any currency for the purpose of the Proposal / Bid shall be in form of Indian National Rupee (INR).
- j) The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. DOT, DNH & DD will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- k) DOT, DNH & DD reserves the right to verify all statements, information and documents submitted by the Bidder in response to this RFP and the Bidder shall, when so required by the DOT, DNH & DD, 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 DOT, DNH & DD shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the DOT, DNH & DD there under.
- l) DOT, DNH & DD 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.
- m) Save and except as provided in this RFP, DOT, DNH & DD shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.
- n) DOT, DNH & DD may also on its own motion for any reason, if deemed necessary, issue interpretations and clarifications to all Bidders through the issuance of Addenda through its website - <https://ddtenders.gov.in> at any time prior to the proposal date. The clarifications and interpretations can be the Department's own initiative or in response to clarifications requested by the Bidder and shall be deemed to be part of this RFP and binding upon all the Bidders. Verbal clarifications and information given by DOT, DNH & DD or its employees or representatives shall not in any way or manner be binding.
- o) The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days

from the Bid Due Date. DOT, DNH & DD, reserves the right to reject any Proposal that does not meet this requirement. Proposal Validity Period and/or Proposal Security shall be extended for a specified additional period at the request of DOT, DNH & DD. A Bidder agreeing to the request will not be allowed to modify his Proposal but would be required to extend the validity of his Proposal Security for the period of extension. The Proposal Validity Period of the Successful Bidder shall be extended till the date of execution of the Agreement.

- p) Bids shall be deemed to be under consideration immediately after they are opened and until such time the DOT, DNH & DD 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 from contacting by any means, DOT, DNH & DD and/ or their employees/ representatives on matters related to the Bids under consideration.
- q) It would be deemed that prior to the submission of Proposal, the Bidder has made a complete and careful examination of:
 - a. The requirements and other information set forth in this RFP Document.
 - b. The various aspects of the Project including, but not limited to the following:
 - i. The Project Site, Project Facilities, structures, access roads and public utilities in the vicinity etc.;
 - ii. All other matters that might affect the Bidder's performance under the terms of this RFP Document, including all risks, costs, liabilities and contingencies associated with the Project.

8. CONDITION OF ELIGIBILITY OF APPLICANTS

- 8.1 The Bidder, for qualification and selection, may be an existing company incorporated under the Indian Companies Act, 1956/2013, or a Consortium thereof, coming together to implement the project. In accordance with the Operation and Maintenance contract (the "Operation and Maintenance Agreement" or "Agreement"), to be entered into between the Selected Bidder and Authority in the form provided by DOT, DNH & DD as part of the Bidding Documents pursuant hereto. The O & M Operator shall be engaged as a service provider and the Property shall be given on as-is-where-is basis.
- 8.2 Proposal Submitted by a Consortium
- 8.3 There can be a maximum of 3 (Three) members in a Consortium, who can be individuals, Partnership firms limited liability partnerships and/ or companies. However, after the expiry of the Lock- in Period (defined herein below), this number may be increased to a maximum of 3 (Three) members.
- 8.4 The financial eligibility criteria set out in Clause 9 below must either be satisfied:
 - a. by the Lead Member of the Consortium; or
 - b. jointly by all the members of the Consortium
- 8.5 The Joint Bidding Agreement to be signed by all Consortium members and uploaded along with the e-bid,
- 8.6 No change in the constitution of consortium will be allowed except in accordance with the provisions of this RFP and the Operation and Maintenance Agreement. Proposals submitted by a Consortium must provide a written agreement (Joint Bidding Agreement) to be signed by each member in that Consortium and a letter on their respective letter- head(s) duly signed by the authorized signatory of the member(s) (where applicable) and in case of individuals, on a plain paper signed by such member, indicating the proposed equity Authority ship of such member in the consortium in terms of the Joint Bidding Agreement. One of the Consortium members would be required to be nominated as lead-member ("Lead Member").
- 8.7 All Members of the Consortium shall be liable jointly and severally for the O & M of the Property in accordance with the terms of the Operation and Maintenance Agreement and a statement to this effect shall be included in the Joint Bidding Agreement. DOT, DNH & DD may require such documents/ undertakings/ indemnities as it may deem fit from consortium members before or at the time of issuance of LOI/ signing of the Operation and Maintenance Agreement.
- 8.8 The Lead Member nominated at the time of submission of the Proposal shall continue to be the Lead Member of the Consortium. Such Lead Member shall hold authorization in the form of Power of Attorney. The Proposal must designate one or more person(s) to represent the Bidder in its dealings with DOT, DNH & DD. Unless specifically advised to the contrary, DOT, DNH & DD will assume that the person (s) designated is authorized to perform all tasks, including, but not limited to, providing information, responding to inquiries and entering into contractual commitments on behalf of the Company or the Consortium as the case may be.
- 8.9 Each member of the Consortium shall upload a signed letter (on its letter head, if applicable, or on a plain paper in case of individuals) with the Proposal, which states that, the said member:

- a. Has reviewed the entire Proposal/ Bid.
- b. Is in accordance with each key element of the Proposal/ Bid, including, but not limited to, its technical and price components, description of the member's responsibilities and commitments to the Property, and the designated person(s) who will represent the Consortium during the negotiation process. Any substantive exception or caveat should be addressed in the enclosed letter.
- c. Has participated in only one Proposal/ Bid for this Property.
- d. Each of the Consortium members will be jointly and severally liable to DOT, DNH & DD.

8.10 All pertinent information that may affect the performance of the responsibilities of any Consortium member such as ongoing litigation, financial distress, or any other such matter must be disclosed with the Proposal.

9. Financial Eligibility Criteria

9.1 The Bidder should have a minimum average annual turnover of Rs. 50 Lakhs or more in past four (04) financial years (i.e., FY 2024-23, FY 2023-22, FY 2022-21 & FY 2021-20) In case of a Consortium, the combined technical capacity, and Net Worth of those Members, who shall have an equity share of at least 26% (twenty six percent) each in the SPV, should satisfy the above conditions of eligibility.

10. O & M Experience

10.1 Eligibility Criteria

The Bidder should have operated, managed or maintained or Supplied Amusement Rides for Garden / Amusement Park / Game zone / Theme Park / Museum at of Govt. / Semi Govt. / Private Sector with

One (01) work of Rs. 4 Cr.

or

Two (2) Work of 2 Cr.

in the last five preceding financial years. Work Order / Work Completion Certificate / Sales Agreement / Purchase Order should be provided.

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 and 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.

10.2. Acknowledgement of the Bidders

It shall be deemed that by submitting an e-bid, the Bidder has:

- a) made a complete and careful examination of the Bidding Documents.
- b) received all relevant information requested from DOT, DNH & DD;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of DOT, DNH & DD relating to any of the matters referred to in Clause 10.2 above;
- d) satisfied itself about all matters, things and information including matters referred to in Clause 10.2 herein above necessary and required for submitting an informed Bid, execution or operations of the project in accordance with the Bidding Documents and performance of all 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 10.2 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations etc. from DOT, DNH & DD, or a ground for termination of the Operation and Maintenance Agreement by the O&M Operator;
- f) acknowledged that it does not have a conflict of interest; and
- g) agreed to be bound by the undertakings provided by it under and in terms hereof.

10.3 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, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by DOT, DNH & DD.

10.4 Verification and disqualification

- a) Notwithstanding anything contained in this RFP, DOT, DNH & DD reserves the right to accept or reject any Bid and to annul or modify 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 thereto. In the event that DOT, DNH & DD rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- b) Right to accept and reject any or all bids
 - i. Notwithstanding anything contained in this RFP, DOT, DNH & DD reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by DOT, DNH & DD, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by DOT, DNH & DD shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of DOT, DNH & DD thereunder.

10.5. The Authority reserves the right to reject any e-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 prescribed by DOT, DNH & DD, the supplemental information sought by Department 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 may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified / rejected, then DOT, DNH & DD reserves the right to take any such measure as may be deemed fit in the sole discretion of DOT, DNH & DD.

c. In case it is found during the evaluation or at any time before signing of the Operation and Maintenance Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions 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 O&M Operator either by issue of the LOI or entering into of the Operation and Maintenance Agreement, and if the Selected Bidder has already been issued the LOI or has entered into the Agreement, as the case maybe, 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 DOT, DNH & DD to the Selected Bidder or the O&M Operator, as the case may be, without DOT, DNH & DD being liable in any manner whatsoever to the Selected Bidder or O&M Operator. In such an event, DOT, DNH & DD 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 DOT, DNH & DD under the Bidding Documents and/ or the Operation and Maintenance Agreement, or otherwise.

10.6 Clarifications

Bidders requiring any clarification on the RFP Document may send their queries

To, Director (Tourism), DNH & DD,

Email- dnhddtourism@gmail.com

Phone: 0260 2250002 latest by the relevant aforementioned date and time, Schedule of Bidding Process.

DOT, DNH & DD would endeavour to respond to the queries. DOT, DNH & DD will forward its responses, at its sole discretion, to all the Bidders and would include a description of the enquiry and the response of DOT, DNH & DD without identifying the source of the enquiry.

a. DOT, DNH & DD shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, DOT, DNH & DD 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 DOT, DNH & DD to respond to any question or to provide any clarification.

b. DOT, DNH & DD may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by DOT; Daman 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 DOT, DNH & DD.

c. To facilitate evaluation of Bidders, DOT, DNH & DD may, at its sole discretion, seek

clarifications from any Bidder regarding its e-bid. Such clarification(s) shall be provided within the time specified by DOT, DNH & DD for this purpose. Any request for clarification(s) thereto shall be made through email.

d. If a Bidder does not provide clarifications sought within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, DOT, DNH & DD may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of DOT, DNH & DD.

10.7. Qualified Bidders

The bidder who meets all the eligibility conditions laid down in RFP Document is a Qualified Bidder. The Price Bids of only Qualified Bidders will be opened.

10.8. Amendment of RFP

a. At any time prior to the Bid Due Date, DOT, DNH & DD may, for any reason, whatsoever whether on its own initiative / volition or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda or Corrigenda.

b. Any Addenda or Corrigenda thus issued will be notified and uploaded on website only which shall be binding upon all the bidders. Interested bidders are advised to visit the Portal website <https://ddtenders.gov.in> regularly till the bid due date to check for any corrigenda / addenda/ amendment.

c. In order to afford the Bidders a reasonable time for taking into account the contents of any Addenda or Corrigenda, or for any other reason, DOT, DNH & DD may, at its own discretion, extend the Bid Due Date by an appropriate period.

11.AUTHORIZED REPRESENTATIVES

a) Any action required or permitted to be taken, and any document required or permitted to be executed by the Authority may be taken. The Authority may, from time to time, re-designate one of its officials as the Authorized Representative. Unless otherwise notified, the Authorized Representative of the Authority shall be its Director / Member Secretary.

b) The successful bidder, after appointment, shall designate one of its employees as a representative, who will act as single point contact.

12.Preparation of Bid

12.1. Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidders with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall

prevail.

12.2. Preparation of Bid

The Bidder shall provide all the information sought under this RFP. DOT, DNH & DD will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and/or conditional Bids shall be liable to rejection.

12.3 Bid submission

- i. Please refer to the Instructions/ Guidelines for E-Tendering Portal for Online Bid Submission.
The Bidders are required to submit their e-bids electronically on <https://ddtenders.gov.in> website, using valid DSCs.
- ii. The Bidders are required to submit their bids electronically in the following 2 (two) parts:
 - a. Technical Bid
 - b. Financial Bid
- iii. Technical Bid shall contain duly filled application in the prescribed format along with the Appendices (together with the supporting documents specified therein) and the documents specified in Clauses 13.8 which shall also be submitted in hard- copy in the manner stated in Clause 13.8. Financial Bid shall be uploaded online only in the prescribed format.
- iv. Documents requiring submission in original hard copy in technical bid:
- v. Original demand drafts towards payment of Bid Security Fees.
- vi. Hard copy of all Documents listed at Appendices (together with the supporting documents specified therein) and the documents specified in Clauses 13.8.

12.4 Instructions for submission of Bid

i. Technical Bid: The following documents shall constitute the Technical Bid and are required to be uploaded on website: <https://ddtenders.gov.in> with scan copy of the demand draft for RFP processing fee and Bid Security /EMD:

PART A: FORMAT FOR SUBMISSION OF BID		
1	Appendix- A1	Letter comprising the bid for Pre- Qualification and Technical Evaluation.
2	Appendix -A2	Power of Attorney for signing the Bid
3	Appendix-A3	Power of Attorney for Lead member of the Consortium (if applicable)
4	Appendix-A4	Joint Bidding Agreement (in case of a Consortium)
5	Appendix-A5	Bank Guarantee for Performance Security
6	Appendix - A6	Statement of Legal Capacity
7	Appendix - A7	Affidavit certifying that the operator or any member of the consortium, or its directors are not blacklisted

PART B: FORMAT FOR TECHNICAL BID SUBMISSION		
8	Appendix B1	Particulars of the Bidder
9	Appendix B2	Financial Capacity of the Bidder
10	Appendix B3	“Star” category could be equivalent for national as well as international standards.
11	Appendix B4	Self-Certification Affidavit
ADDITIONAL DOCUMENTS		
12	RFP Processing Fee as mentioned at Page no. 7	
13	Bid Security/EMD as mentioned at Page no. 7	
14	Letter(s) in terms of Clause 8.6 of this RFP Document.	
15	Copies of Bidder’s duly audited annual accounts along with annual reports for the preceding 5 (Five) years.	
16	CA certify Net worth and Turnover certificate	
17	Copy of Partnership/Memorandum and Articles of Association of the Bidder and in case of a Consortium, of all the Consortium members (if applicable).	
18	PAN No, GST Registration certificate	
19	Any other relevant document required to be submitted in terms of this RFP.	

12.5 Bid Due Date

- i. as detailed in this RFP.
- ii. DOT, DNH & DD may, in its sole discretion, extend the Bid Due Date by issuing an Corrigendum/Addendum.

12.8. Late Bids

Bids received by DOT, DNH & DD after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

12.9. Modifications/Substitution/Withdrawal of Bids

- i. The Bidder may modify, substitute or withdraw its Bid prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- ii. No change in the Consortium members is allowed once the Bids have been submitted

12.10. Rejection of Bids

- i. Notwithstanding anything contained in this RFP, DOT, DNH & DD reserves the right to reject any Bid and to annul or modify 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 therefor.
- ii. DOT, DNH & DD 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.

12.11. Validity of bids

i. The bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and DOT, DNH & DD.

12.12. Confidentiality

- i. 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 DOT, DNH & DD in relation to, or matters arising out of, or concerning the Bidding Process. DOT, DNH & DD 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 as confidential. DOT, DNH & DD may not divulge any such information unless it is directed to do so by any statutory or judicial authority that has the power under law to require its disclosure or to enforce or assert its right or privilege as may be required by or under any law or in connection with any legal process.
- ii. The Bidder also acknowledges that all material information which has or will come into its possession or knowledge in connection with this agreement or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to DOT, DNH & DD.

12.13. Correspondence with the Bidder

- i. Save and except as provided in this RFP, DOT, DNH & DD shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

12.14. Sealing and marking of Bid

- i. Documents from clause 12.4- i Part A and Additional document, shall be placed in a separate envelope and marked as "Enclosures of the Bid".
- ii. Documents from clause 12.4 i Part B shall be placed in a separate envelope and marked as "Technical Qualification"
- iii. The Two envelopes specified in clause 12.14 i and 12.14.ii shall be sealed and placed in an outer envelope, which shall be sealed. Outer envelope shall clearly bear the following identification:

"Selection of an agency for Operation, Maintenance & Management of Garden & Adventure Park at Devka Beach, Nani Daman in Daman District"

And clearly indicate the name, address and contact number of the bidder. In addition, the Bid due date be indicated on the right-hand top corner of each of the envelopes.

The Bid shall be summarily rejected if the Hard copy of all or any of the documents mentioned herein is not received by DOT, DNH & DD latest within two days from the date of online submission.

Physical copies shall be sent on below Address:

**O/o Director (Tourism), DNH & DD
Department of Tourism, 4th Floor
Vidhyut Bhawan (Secretariat), Kachigam
Daman 396 215
0260 2250002**

13. BID SECURITY

- 13.1 The Bidder shall furnish as part of its Bid, a Bid Security in the form of demand draft or Bank deposit as mentioned at page no 7.
- 13.2 Any e-bid without the documents evidencing the payment of RFP Processing Fees and Bid Security shall be summarily rejected by DOT, DNH & DD as non- responsive.
- 13.3 The Bid Security of unsuccessful Bidders will be returned by DOT, DNH & DD, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by DOT, DNH & DD. The refund thereof shall be in the form of an account payee cheque in the case the payment has been made by a Demand Draft in favour of the unsuccessful Bidder(s).
- 13.4 The Selected Bidder's Bid Security will be returned, without any interest, upon signing the Operation and Maintenance Agreement and furnishing the Performance Security in accordance with the provisions thereof. DOT, DNH & DD may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by it in accordance with the provisions of the Agreement.
- 13.5 DOT, DNH & DD shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 13.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that DOT, DNH & DD 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.
- 13.6 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to DOT, DNH & DD under the Bidding Documents and/ or under the Operation and Maintenance Agreement, or otherwise, if
- a. Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 14.3 of this RFP;
 - b. 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 DOT, DNH & DD;
 - c. the Selected Bidder fails within the specified time limit –
 - i. to sign and return the duplicate copy of LOI; or
 - ii. to sign the Operation and Maintenance Agreement; or
 - iii. to furnish the Performance Security in accordance with the Bid Documents
- 13.7. Opening and Evaluation of Bids
- 13.7 DOT, DNH & DD shall open the Bids electronically as per Clause of RFP on the website <https://ddtenders.gov.in>
- a. Bids for which a notice of withdrawal has been submitted in accordance with Clause 12.9 shall not be opened.
 - b. DOT, DNH & DD will subsequently examine and evaluate e-bids in accordance with the provisions set out in RFP.
 - c. Bidders are advised that qualification of e-bids will be entirely at the discretion of DOT, DNH & DD. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
 - d. Any information contained in the Bid shall not in any way be construed as binding on DOT, DNH & DD, its agents, successors or assigns, but shall be binding against the Bidder if the Property is subsequently awarded to it on the basis of such information.

- e. DOT, DNH & DD 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.
- f. To facilitate the evaluation of Bids, DOT, DNH & DD may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

13.8 Test of responsiveness

- a. Prior to evaluation of Bids, DOT, DNH & DD shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
 - i. it is uploaded as per formats prescribed in Appendices Part-A, Part-B, and Part- C;
 - ii. it is uploaded by the Bid Due Date including any extension thereof pursuant to Clause of RPF
 - iii. it is signed, sealed, and marked as stipulated in Clauses 12.2 and Clause 12.3;
 - iv. it is accompanied by documents evidencing payment of the RFP Processing Fee, Bid Security and documents required in hard copy in sealed cover in accordance with this RFP Document;
 - v. it is accompanied by the Power(s) of Attorney(s) in terms of Clause 12.3. -iv;
 - vi. it contains all the information and documents (complete in all respects) as requested in this RFP;
 - vii. it contains information in formats same as those specified in this RFP/Bidding documents;
 - viii. it contains certificates from Statutory Auditors (in case of companies)/ independent chartered accountant (in case of bidders other than companies doing business and maintain a balance sheet)/ valuer's certificate (in case of individual bidders not doing any business and not maintaining a balance sheet) in the formats specified in Part B of Appendices of the RFP for the Property;
 - ix. it is accompanied by the Joint Bidding Agreement (for Consortium),
 - x. it does not contain any condition or qualification; and
 - xi. it is not in violation of terms hereof.

13.9 Opening of Financial Bids

- a. Financial bids of only those Bidders who are qualified shall be opened by DOT, DNH & DD

13.10 Proprietary data

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

13.12 Correspondence with the Bidder

- a. Save and except as provided in this RFP, DOT, DNH & DD shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

14. Evaluation Criteria

14.1. Evaluation criteria for Financial Bids

The Bidder with lowest bid price quoted after the completion of e-reserve Auction stage shall be declared the successful bidder subject to meeting all other conditions mentioned in the RFP. In the event that two or more Bidders quote the same bid, DOT, DNH & DD may take any other such measure as may be deemed fit by the Authority in its sole discretion, including annulment of the Bidding process.

14.2. Selection of Bidder and Award of Contract

- i. The Bidder with lowest bid price quoted after the completion of e-reserve Auction stage shall be

declared the selected bidder ("Selected Bidder"). In the event that the DOT, DNH & DD rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

- ii. In the event that the Selected Bidder withdraws or is not selected for any reason in the first instance, the DOT, DNH & DD may invite fresh bids.
- iii. After selection, a Letter of Intent ("LOI") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 30 days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI 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 LOI, and the next eligible Bidder may be considered.
- iv. After acknowledgement of the LOI as aforesaid by the Selected Bidder, it shall cause the Operator to execute the Agreement within the period prescribed LOI issued by the Department or the date mutually agreed between the two parties. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement. The Agreement shall only be executed and signed by an authorized signatory of the Selected Bidder / Operator, preferably one of the Board of Directors of the Operator.

14.3 Fraud and corrupt Practices

- i. Bidders and their respective officers, employees, agents and advisors shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the subsistence of the Operation and Maintenance Agreement. Notwithstanding anything to the contrary contained herein, or in the LOI or the Operation and Maintenance Agreement, DOT, DNH & DD may reject a Bid, withdraw the LOI, or DOT, DNH & DD may terminate the Operation and Maintenance Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or O&M Operator, as the case may be, if it determines that the Bidder or O&M Operator, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, unfair practice or restrictive practice in the Bidding Process. In such an event, DOT, DNH & DD 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 DOT, DNH & DD under the Bidding Documents and/ or the Operation and Maintenance Agreement, or otherwise.
- ii. Without prejudice to the rights of DOT, DNH & DD under Clause 14.3 hereinabove and the rights and remedies which DOT, DNH & DD may have under the LOI or the Operation and Maintenance Agreement, or otherwise if a Bidder or O&M Operator, as the case may be, is found by DOT, DNH & DD to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, unfair practice or restrictive practice during the Bidding Process, or after the issue of the LOI or the execution of the Operation and Maintenance Agreement, such Bidder or O&M Operator shall not be eligible to participate in any tender or RFP issued by DOT, DNH & DD during a period of 1(one) year from the date such Bidder or O&M Operator, as the case may be, is found by DOT, DNH & DD 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.
- iii. For the purposes of this Clause 14.3, 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 DOT, DNH & DD who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOI or has dealt with matters concerning the Operation and Maintenance Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 3 (three)

year from the date such official resigns or retires from or otherwise ceases to be in the service of DOT, DNH & DD, 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 7.2.d of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Agreement, as the case maybe, any person in respect of any matter relating to the Property or the LOI or the Operation and Maintenance Agreement, who at any time has been or is a legal, financial or technical advisor of DOT, DNH & DD in relation to any matter concerning the Property;

- b. “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- 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. “unfair practice” means (i) establishing contact with any person connected with or employed or engaged by DOT, DNH & DD 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.

14.4. Miscellaneous

i. Governing law and jurisdiction: The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State/UT in which DOT, DNH & DD, UT of DNH&DD has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. The jurisdiction of the courts shall be in Daman.

ii. Dispute Resolution mechanism: Any difference or dispute arising out of or relating to this RFP will be referred to DOT, DNH & DD for appointment of an Arbitrator. The Sole Arbitrator so appointed shall not have any director indirect of any past or present relationship or interest in any of the parties. The arbitration proceeding will be regulated in accordance with the provisions of the Arbitration and Conciliation Act 1996 (as amended from time to time). The arbitral proceedings shall be held in Daman. The laws of India shall govern this agreement. The courts in Daman shall have exclusive jurisdiction.

iii. Authorized signatory: The selected Bidder shall indicate the authorized signatories who can discuss and correspond with client, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary/ director, authorizing an official or officials of the Bidder to discuss, sign agreements/contracts with client, raise invoice and accept payments and also to correspond. The Bidder shall provide proof of signature identification for the above purposes as required by DOT, DNH & DD and client.

iv. Patent rights: In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc., arising from the use of the Property/garden or any part thereof in India, the Selected Bidder shall act expeditiously to extinguish such claim. If the Selected Bidder fails to comply and client is required to pay compensation to a third party resulting from such infringement, the Selected Bidder shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. Client will give notice to the Selected Bidder of such claim, if it is made, without delay. The Selected Bidder shall indemnify client against all third-party claims.

V. Compliance with statutory and regulatory provisions: It shall be the sole responsibility of the Selected Bidder to comply with all statutory, regulatory & Law of Land and provisions while delivering the services mentioned in this RFP.

vi. Conflict of interest: The Bidder shall disclose to DOT, DNH & DD in writing all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of executing the Property as soon as practical after it becomes aware of that conflict.

14. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the DNH & DD in which DOT, DNH & DD has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

viii. DOT, DNH & DD, 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 DOT, DNH & DD by, on behalf of, and/ or in relation to any Bidder; and/ or

ix. 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. It shall be deemed that by submitting the Bid, the Bidder agrees and releases DOT, DNH & DD, its employees, agents and advisors, 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.

14.5. Force Majeure

Force Majeure is herein defined as any case, which is beyond the control of the selected Bidder or DOT, DNH & DD as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as :-

- Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
- Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- Terrorist attack, public unrest in work area

Provided either party shall within 10 (ten) days from occurrence of such a cause, notify the other in writing of such causes. The Bidder or DOT, DNH & DD shall not be liable for delay in performing his/her obligations resulting from any force Majeure cause as referred to and/or defined above. Any delay beyond 30 (thirty) days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions related to indemnity, confidentiality survives termination of the contract.

i. Notice of Force Majeure Event

a. The Affected Party shall give written notice to the other Party in writing of the occurrence of any of the Force Majeure Event (the "Notice") as soon as the same arises or as soon as reasonably practicable and in any event within 7 (seven) Days after the Affected Party knew, or ought reasonably to have known, of its occurrence and the adverse effect it has or is likely to have on the performance of its obligations under the Agreement.

b. The Notice shall inter-alia include full particulars of:

I. the nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof;

II. the duration or estimated duration and the effect or probable effect which such Force Majeure Event has or shall have on the Affected Party's ability to perform its obligations or any of them under the Agreement;

III. the measures which the Affected Party has taken or proposes to be taken, to alleviate the impact of the Force Majeure Event or to mitigate the damage; and

IV. any other relevant information.

a) So long as the Affected Party continues to claim to be affected by a Force Majeure Event, it shall provide the other Party with periodic (monthly) written report.

b) If the force majeure event continues for a period beyond 60 days either party may terminate the contract.

ii. Effect of an Event of Force Majeure

Neither party shall be in breach of its obligation under this agreement or incur any liability to other party for any losses or danger of any nature whatsoever incurred or suffered by that other party if and the extent that it is prevented from carrying out the obligations by or such losses or damages are caused by a Force Majeure event.

15. FORMATS FOR BID SUBMISSION

Appendix A1- Letter Comprising the bid for Pre-qualification and technical Evaluation

Form 1 - Notice of Intent to submit proposal in response to the RFP Notice

(On Letter Head of the Bidder/Lead Member of Consortium)

{Place}

{Date}

To,
Director (Tourism), DNH & DD,
Email- dnhddtourism@gmail.com
Phone: 0260 2250002

Sub: Selection of an agency for Operation, Maintenance & Management of Garden & Adventure Park at Devka Beach, Nani Daman in Daman District

Dear Sir/ Madam,

1. With reference to your RFP document dated, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Property. The Bid is unconditional and unqualified.
2. I/ We acknowledge that DOT, DNH & DD will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the O&M Operator for the aforesaid Property, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as O&M Operator for the operation and maintenance of the aforesaid Property.
4. I/ We shall make available to DOT, DNH & DD any additional information it may find necessary or required to supplement or authenticate the Bid.
5. I/ We acknowledge the right of DOT, DNH & DD 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.
6. I/ We certify that in the last 3 (three) years, we/ any of the Consortium Members¹ 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 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 Bidding Documents, including any Addendum issued by DOT, DNH & DD; and
 - b) I/ We do not have any conflict of interest in accordance with Clauses of the RFP document; 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 9 of the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with DOT, DNH & DD or any other public sector enterprise or any government, Central or State/UT; and
 - d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 9 of the RFP, 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; and
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 Property, without incurring any liability to the Bidders, in accordance with the RFP document.
9. I/ We believe that we/ our Consortium satisfy(s) the positive Net Worth criteria and meet(s) the requirements as specified in the RFP document.
10. I/ We declare that we/ any Member of the Consortium, are not a Member of a/ any other Consortium submitting a Bid for the Property.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium 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 Property 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 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 or against our 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, I/we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate DOT, DNH & DD of the same immediately.
15. I/We further certify that we/any Member of the Consortium are not barred by the Central Government/State/UT Government or any entity controlled by it, from participation in any property, and no bar subsists as on date of Bid.
16. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFP, I/We shall inform DOT, DNH & DD forthwith along with all relevant particulars and DOT, DNH & DD may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Operation and Maintenance Agreement but prior to Financial Close of the Property, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Operation and Maintenance Agreement shall be liable to be terminated without DOT, DNH & DD being liable to us in any manner whatsoever.
17. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, as such prior to the execution of Operation and Maintenance Agreement.
18. I /We hereby confirm that we shall comply with the O&M requirements specified in requisite Clause of the RFP.
19. I/ We hereby irrevocably waive any right to remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DOT, DNH & DD in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Property and the terms and implementation thereof.
20. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Operation and Maintenance Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. I/We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

21. I/ We have studied all the Bidding Documents carefully and also surveyed the site. I/We understand that except to the extent as expressly set forth in the Operation and Maintenance Agreement, I/we shall have no claim, right or title arising out of any documents or information provided to me/us by DOT, DNH & DD or in respect of any matter arising out of or relating to the Bidding Process including the award of Contract.
22. I/ We offer a Bid Security of Rs. ____ (Rupees_____ only) to DOT, DNH & DD in accordance with the RFP Document.
23. The Bid Security in the form of a demand draft is attached (if applicable).
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 Property is not awarded to me/us or I/our Bid is not opened or rejected.
25. Financial bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Operation and Maintenance Agreement, our own estimates of costs and revenues and after a careful assessment of the site and all the conditions that may affect the Property and Operation.
27. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
28. I/We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the O&M Operator under the Operation and Maintenance Agreement till occurrence of financial close in accordance with the Operation and Maintenance Agreement.
29. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
30. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.
26. I/ We certify that in terms of the RFP, my/our positive Net Worth is Rs. (Rupees)

Yours faithfully,

Date:

(Signature, name and designation of
the Authorized signatory)

Place:

Name and seal of Bidder/Lead Member

Appendix A2- Power of Attorney for signing of Bid 2

(To be executed on Stamp paper of appropriate value)

Know all men by these presents, I/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 my/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 selection and submission of our bid for the

..... Property proposed or being developed by the (the "Authority") including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to DOT, DNH & DD, representing us in all matters before DOT, DNH & DD, signing and execution of all contracts including the Operation and Maintenance Agreement and undertakings consequent to acceptance of our bid, and generally dealing with DOT, DNH & DD in all matters in connection with or relating to or arising out of our bid for the said Property and/ or upon award thereof to me/us and/or till the entering into of the Operation and Maintenance Agreement with DOT, DNH & DD.

AND I/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 my/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 my/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 I/WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For.....

(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted

Notarized

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

² To be submitted in original.

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 share
- holder's 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 legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

Appendix A3- Power of Attorney for Lead Member of Consortium

(To be executed on Stamp paper of appropriate value)

Whereas the.....("DOT, DNH & DD") has invited Bids from interested parties for the Guest House & Cafeteria (the "The Property").

Whereas, and.....(collectively the "Consortium") being Members of the Consortium are interested in bidding for the Property in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Property, 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 Property and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s. having our registered office at....., M/shaving our registered office at, and having our registered office at (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize 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"). We hereby irrevocably authorize 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 contract, during the execution of the Property 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 selection of the Consortium and submission of its bid for the Property, including but not limited to signing and submission of all Bids, 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 DOT, DNH & DD, 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 Property and/ or upon award thereof till the Operation and Maintenance Agreement is entered into with 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)

(Executants)

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

1.

2.

Notarized (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.
- Also, 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 favor 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 legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

Appendix A4- Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

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

AMONGST

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

AND

3. {.....} 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. DOT, DNH & DD represented by its Director and having its principal office at (hereinafter referred to as the “DOT, DNH & DD” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (“Bids”) by its Request for Proposal No dated (the “RFP”) for

“Selection of an agency for Operation, Maintenance & Management of Garden & Adventure Park at Devka Beach, Nani Daman in Daman District”

- B. The Parties are interested in jointly bidding for the Property 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 Property, 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 capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under then “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 Property.

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 Property, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Property, for entering into a Operation and Maintenance Agreement with the Authority and for performing all its obligations as the O&M Operator in terms of the Operation and Maintenance Agreement for the Property.

4. 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 (Financial Member /Operation and Maintenance Member/ Other 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 Process and for performing all its obligations in the terms of agreement;

b) Party of the Second Part shall be (Operation and Maintenance Member/ Other Member of the Consortium)

c) Party of the Third Part shall be (Operation and Maintenance Member/ Other Member of the Consortium)

5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Property and in accordance with the terms of the “RFP” and the Operation and Maintenance Agreement, till such time as the financial close for the Property is achieved under and in accordance with the Operation and Maintenance Agreement.

6. Shareholding work in the project

6.1 The Parties agree that the proportion of shareholding among the Parties in the consortium shall be as follows:

First Party:

Second Party:

Third Party:

6.2 The Parties undertake that a minimum of:

i. Further, the lead member shall itself undertake atleast 51% (fifty one percent) of the total project work if the project awarded to consortium; and

6.3 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Operation and Maintenance Agreement.

7. Representation of the Parties

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

a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and DOT, DNH & DD to enter into this Agreement;

b) The execution, delivery and performance by such Party of this Agreement has been authorized 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 favor 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 organizational documents thereof;

iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, 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 Associates 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 fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Property is achieved under and in accordance with the

Operation and Maintenance Agreement, in case the Property is awarded to the Consortium. However, in case the Consortium does not get selected for award of the Property, the Agreement will stand terminated in case the Bidder is not selected or upon return of the Bid Security by DOT, DNH & DD to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of DOT, DNH & DD.

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 For and on behalf of LEAD MEMBER by:

SECOND PART

(Signature) (Signature)

(Name) (Name)

(Designation) (Designation)

(Address) (Address)

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of THIRD PART (Signature) (Name) (Designation) (Address) In the presence of:

1.

2.

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

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 favor 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

legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Appendix A6- Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/Lead

Member of Consortium) Ref. Date:

To,

Dear Sir,

We hereby confirm that we/I 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 authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

Appendix A7- Format for affidavit certifying that the operator or any member of the consortium, or its directors are not blacklisted

(On a Stamp Paper of relevant

value) Affidavit

I M/s....., (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred or blacklisted by any state government or central government / department / agency/PSU in India or abroad from participating in Property/ies, either individually or as member of a Consortium as on____.

We further confirm that we are aware our application for the captioned Property would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of selection and/or thereafter during the Contract period.

Dated thisDay of, 202....

Name of the Applicant

.....Signature of the Authorized Person

.....Name of the Authorized Person

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

16. APPENDIX-B - FORMATS FOR TECHNICAL BID SUBMISSION

Appendix B1- Particulars of the Bidder

1. Detail of Bidder:
 - (a) Name:
 - (b) Country of incorporation:
 - (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. Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Joint Bidding Agreement should be attached to the Bid.
 - (c) Information regarding the role of each Member should be provided as per table below:

Sr. No	Name of Member	Role ⁴	Percentage of equity in the Consortium ⁵
1.			
2.			
3.			

⁴ The role of each Member, as may be determined by the Bidder, should be indicated in accordance with the relevant Clause of RFP and instructions at Appendix-A4

⁵ The percentage of equity should be in accordance with respective Clause of RFP

6. The following information shall also be provided for the Bidder, including each Member of the Consortium:

Name of Bidder/ member of Consortium

Sr . N o	Criteria	Yes	No
1	Has the Bidder/ constituent of the Consortium been barred by the [Central/ State/UT] Government, or any entity controlled by it, from participating in any Property?		
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 penalized due to any other reason in relation to execution of a contract, in the last 3 (three) years?		

7. A statement by the Bidder and each of the Members of its Consortium (where applicable) disclosing material non-performance or contractual non-compliance in past, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary)

Appendix B2- Financial Capacity of the Bidder

(In INR Cr)

1. Net worth

Bidder type	Net Cash Accruals			Net Worth
(1)	Year 1 (2)	Year 2 (3)	Year 3 (4)	(5)
Single Entry Bidder				
TOTAL				

Bidder type	Net Cash Accruals			Net Worth
(1)	Year 1 (2)	Year 2 (3)	Year 3 (4)	(5)
Consortium Member 1				
Consortium Member 2				
Consortium Member 3				
TOTAL				

2. Turnover

- Turnover (In INR. Crore)

Bidder type	Turnover				Total
	Year 1 (2)	Year 2 (3)	Year 3 (4)	Year 4 (5)	(6)
(1)					
Single entity Bidder					
TOTAL					

Bidder type	Turnover				Total
	Year 1 (2)	Year 2 (3)	Year 3 (4)	Year 4 (5)	(6)
(1)					
Consortium Member 1					

Consortium Member 2					
Consortium Member 3					
TOTAL					

Name & address of Bidder's Bankers:

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the audit report (if any), balance sheets, financial statements and annual reports (where applicable) for 3 (three) years preceding the Bid Due Date. The financial statements shall
 - (a) reflect the financial situation of the Bidder or Consortium Members where the Bidder is relying on its Associate's financials;
 - (b) be audited by a statutory auditor in case of companies and independent chartered accountant in case of bidders other than companies;
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Cash Accruals shall mean Profit after Tax + Depreciation.
3. Net Worth shall mean:
 - (a) Paid-up share capital + reserves created out of profits and securities premium account) less (aggregate value of accumulated losses + deferred expenditure + miscellaneous expenditure not written off + reserves created out of revaluation of assets + write-back of depreciation and amalgamation), in case of companies.
4. Year 1 (i.e. 2022-23) will be the latest completed accounting year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on.
5. In the case of a Consortium, a copy of the Joint Bidding Agreement shall also be submitted.

6. The Bidder shall provide a Statutory Auditor's Certificate (in case the bidder is a company)/ independent chartered accountant's certificate (in case of bidders other than companies) specifying the positive Net Worth of the Bidder and also specifying the methodology adopted for calculating such positive Net Worth in accordance with Clause 9 of the RFP document.

Appendix B3- Particulars of the O&M Experience

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (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 Company including details of its main lines of business and proposed role and responsibilities in this Property:
3. Particulars of individual(s) who will serve as the point of contact:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
4. Details of the operational property/garden for fulfilment of O&M Experience eligibility criteria:

Sl. No.	property Name	Location	Date of Commencement of Operation*	Other facilities like F&B, conference, facilities, etc.	No. of rooms	Year	Authorityship of the Property/garden	"Star" category could be equivalent for national as well as international standards

*Date of commencement of operation shall be the date of operation for owned property/garden and shall be the date of O&M contract for property/garden owned by others

Attach relevant certificates

- For all the property/gardens mentioned above including the property/gardens owned by the bidder and those owned by others– self

certified copy of the latest licenses/ registrations/ certificates/ consents obtained in relation to the property/gardens as per the Applicable Laws.

- For property/garden owned by other — In addition to the licenses specified above, the bidder shall also attach a copy of the O&M Contract (First Page and other relevant pages indicating the number of rooms in the property and the tenure of O&M contract) and contact details of the property/garden Authority.

Appendix B4- Self-Certification Affidavit

(On stamp paper of appropriate value)

I/ We hereby confirm that I/ we, the Bidder, satisfy the terms and conditions laid out in the RFP document and the technical and financial eligibility criteria set out in the RFP document.

I/ We hereby confirm that the property/gardens run and operated by me/ us are at all times operated as 5 star property/garden

Thanking you,

Yours faithfully,

For and on behalf

of.....

(Signature, name and designation of the
authorized signatory)

APPENDIX-C- FORMAT FOR FINANCIAL BID SUBMISSION

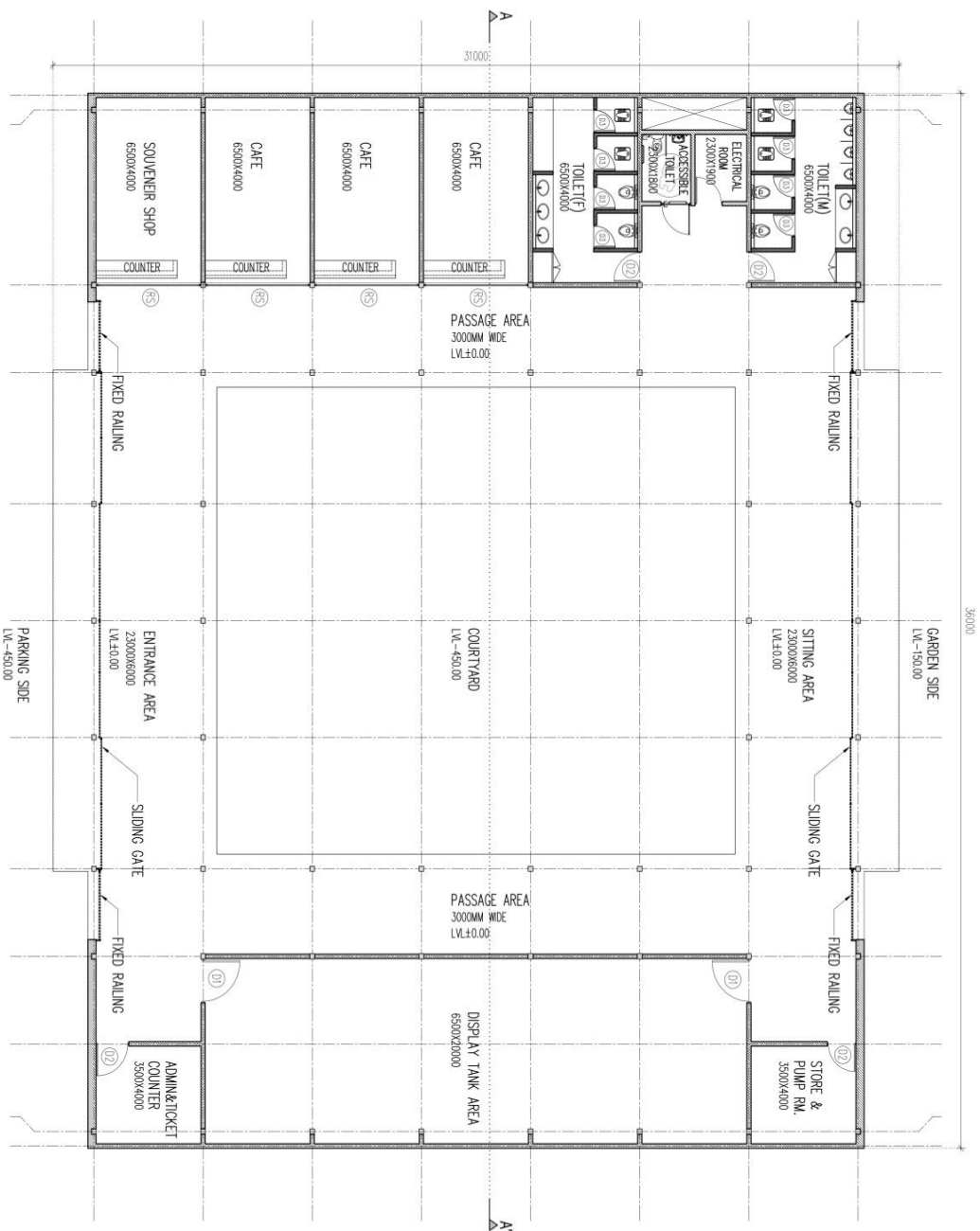
Appendix C1- Financial Bid Forms (To be submitted Online Only)

Sr. No	Particular	Qty	In %
1	Management Fee percentage of total revenue per year to be quoted by the agency for the Operation, Maintenance & Management of Garden & Adventure Park at Devka Beach, Nani Daman in Daman District. The management fee shall be payable by the Authority to the operator.	Per year	

Annexure 1- Project Detail

1. Devka Garden Property Details: -





AQUARIUM BUILDING PLAN

