



U.T. Administration of Dadra & Nagar Haveli and Daman & Diu

संघप्रदेशदादराएवंनगरहवेलीऔरदमणएवंदिव

Department of Tourism / पर्यटनविभाग

Paryatan Bhavan / पर्यटनभवन

Nani Daman / नानीदमण- 396 210

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No 3/140/DT/DNH&DD/Hotel/Namopath/2025-26/34

Date: 15/01/2026

CORRIGENDUM V / शुद्धिपत्र - V

Ref / संदर्भ:

1. RFP No. 3/140/DT/DNH&DD/Hotel/Namopath/2025-26/415 dated 01/08/2024
2. Corrigendum I No. 3/140/DT/DNH&DD/Hotel/Namopath/2025-26/686 dated: 24/12/2025
3. Corrigendum II No. 3/140/DT/DNH&DD/Hotel/Namopath/2025-26/696 dated: 29/12/2025
4. Corrigendum III No. 3/140/DT/DNH&DD/Hotel/Namopath/2025-26/9 dated: 06/01/2026
5. Corrigendum IV No. 3/140/DT/DNH&DD/Hotel/Namopath/2025-26/31 dated: 13/01/2026

In reference to the RFP for Licensing Out Government Land for Development, Operation & Maintenance of a Premium Hotel/Resort on Namopath Seafront, Daman (3rd Call); the bidder shall consider the following amendments in the RFP:

Sr No	Clause No	Existing Clause	Amended Clause
1.	1.3.1 The Authority shall endeavour to adhere to the following schedule: 5. Bid Due Date Page no. 12	16/01/2026 18:00 hrs	23/01/2026 18:00 hrs
2.	1.3.1 The Authority shall endeavour to adhere to the following schedule: 6. Opening of Technical Bids Page no. 12	19/01/2026 12:30 hrs	27/01/2026 12:30 hrs
3.	1. INTRODUCTION 1.1 Background 1.1.1 License period Page no.7	The license period shall be for a period for Thirty three (33) Years and may be extendable for further period of thirty three (33) Years.	The license period shall be for a period for Thirty three (33) Years.

4.	<p>1. INTRODUCTION 1.1 Background 1.1.1 Page no.7 Addition of clause: First right to refusal</p>	--	<p>Upon the expiry of the contract period, the Bid/Project shall be awarded based on the highest bid, Provided that, if through the open bidding process:</p> <p>(i.) If the Bid of the "Project Proponent/ Existing Developer" is found to be the highest bid, then the "Project Proponent/ Existing Developer" shall be selected and awarded the Project;</p> <p>(ii.) If the bid of any other bidder is found to be the highest bid, the "Project Proponent/ Existing Developer" shall be given an opportunity to match the highest bid and if the "Existing Developer" matches, then the tender will be awarded to the "Project Proponent/ Existing Developer".</p> <p>(iii.) If the "Project Proponent/ Existing Developer" does not agree to match the highest bid within a specified time period, then the "Highest Bidder" will be awarded the Project.</p>
5.	<p>Appendix-VII DRAFT CONCESSION AGREEMENT</p>	Attached below as Appendix-VII:	<p>DRAFT CONCESSION AGREEMENT</p>

ALL POTENTIAL BIDDERS ARE REQUESTED TO KINDLY NOTE THE ABOVE AND SUBMIT THEIR PROPOSALS ACCORDINGLY.

Sd/-
Director (Tourism)/
निदेशक (पर्यटन),
DNH & DD

Copy to:-

i. PA to the Secretary (Tourism), DNH & DD for information.

Appendix- VII

DRAFT CONCESSION AGREEMENT

This Concession Agreement ("Agreement") is made and executed at **Daman** on this ____ day of _____, 2025.

BETWEEN

Department of Tourism, Daman, UT Administration of Dadra & Nagar Haveli and Daman & Diu, having its office at *4th Floor, Vidhyut Bhawan (Secretariat), Kachigam – 396215, Daman* (hereinafter referred to as the "**Authority**" or "**Licensor**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) **of the FIRST PART**,

AND

M/s [Successful Bidder Name], a company incorporated under the Companies Act, 2013, having its registered office at *[Complete Office Address]* (hereinafter referred to as the "**Concessionaire**" or "**Licensee**", which expression shall, unless repugnant to the context or

meaning thereof, include its successors and permitted assigns) of the SECOND PART.

WHEREAS

1. The Authority is the owner of Government land bearing Survey Nos. 6/1 (Part) and 6/2 (Part) admeasuring approximately 29,129 sq. mtrs. (7.19 acres) located at Namopath Seafront Road, Nani Daman, intended for development of a Premium Hotel/Resort Project.
2. The Authority issued a Request for Proposal (RFP) inviting bids for "Licensing out Government Land for Development, Operation & Maintenance of a Premium Hotel/Resort on Namopath Seafront, Daman" with RFP no. [] dated [].
3. The Concessionaire, having represented its technical and financial capacity, was selected as the "Successful Bidder" through a transparent e-tender and e-auction process, offering the highest Annual License Rent of ₹_____ (Rupees _____ only) per annum, subject to escalation as per this Agreement.
4. (D) Following the evaluation of the bids submitted by the bidders, including that of the Selected Bidder, the Authority had accepted the Bid. Subsequently, the Authority had issued the letter of award no. [●] dated [●] (the "Letter of Award" or "LOA") to the Selected Bidder
5. The Authority has agreed to grant, and the Concessionaire has agreed to accept, the license for the development, operation, and maintenance of the said Project on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE 1: DEFINITIONS AND INTERPRETATION

All capitalized terms used in this Agreement shall have the meanings ascribed to them in the RFP document titled "*RFP for Licensing out Government Land for Development, Operation & Maintenance of a Premium Hotel/Resort on Namopath Seafront, Daman*", unless the context otherwise requires.

- a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;

- b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye-laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- c) references to a “person” and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- d) the table of contents, headings or sub-headings in this Agreement are only for convenience of reference and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- e) the words “include” and “including” are to be construed without limitation and shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
- f) references to “construction” or “building” include, unless the context otherwise requires, investigation, design, developing, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction, and “construct” or “build” shall be construed accordingly;
- g) references to “development” include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, up-gradation and other activities incidental thereto, and “develop” shall be construed accordingly;
- h) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- i) any reference to “hour” shall mean a period of 60 (sixty) minutes commencing either on the hour or on the half hour of the clock, which by way of illustration means 5.00 (five), 6.00 (six), 7.00 (seven) and so on being hours on the hour of the clock and 5.30 (five thirty), 6.30 (six thirty), 7.30 (seven thirty) and so on being hours on the half hour of the clock;
- j) any reference to day shall mean a reference to a calendar day;
- k) references to a “business day” shall be construed as a reference to a day (other than a Sunday or a statutory holiday as declared by the UT Administration) on which Banks in the UT are generally open for business;
- l) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- m) references to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as may be extended pursuant to this Agreement;
- n) any reference to any period commencing 'from' a specific date or date and 'till' or 'until' a specific day or date shall include both such days or dates; provided that if the last

day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;

- o) the words importing singular shall include plural and vice versa;
- p) references to any gender shall include the other and the neutral gender;
- q) "lakh" means a hundred thousand (100,000) and "crore" means ten million (10,000,000);
- r) "indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- s) save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Article 1.2.1(s) shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;
- t) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party in this behalf and not otherwise;
- u) the Schedules and Recitals to this Agreement form an integral part of this Agreement and shall be in full force and effect as though they were expressly set out in the body of this Agreement;
- v) references to Recitals, Articles, Sub-Articles, provisos or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Sub-Articles, provisos and Schedules of or to this Agreement; reference to an Annexure shall, subject to anything to the contrary specified therein, be construed as a reference to an Annexure to the Schedule in which such reference occurs; and reference to a paragraph shall, subject to anything to the contrary specified therein, be construed as a reference to a paragraph of the Schedule or Annexure, as the case may be, in which such reference appears;
- w) the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per-diem basis or otherwise, are mutually agreed genuine pre-estimate of loss and damages likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "Damages"); and
- x) time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

ARTICLE 2: GRANT OF CONCESSION

- 2.1 The Authority hereby grants to the Concessionaire the right to develop, finance, design, construct, operate, maintain and manage the “Premium Hotel/Resort” on the Licensed Land on license basis for a period of Thirty-Three (33) Years, including a development period of Three (03) Years.
- 2.2 The Concessionaire shall have only a license to access and use the land; ownership shall remain with the Authority.
- 2.3 No sub-letting, transfer, or creation of third-party interest in the licensed premises shall be permitted without prior written approval of the Authority.
- 2.4 Subject to and in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits, the Authority, awards to the Concessionaire the concession set forth herein including exclusive right, license and authority to construct, operate and maintain the Project and provide Hospitality Services (the “Concession”), for the Concession Period, and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth in this Agreement.
- 2.5 Provided that the Concessionaire shall, at any time no earlier than 3 (three) years, but no later than 2 (two) years prior to the completion of the Concession Period upon issuing a notice to this effect to the Authority, request for an additional concession period on the terms and conditions set out herein and in accordance with the provisions of Article 3.
- 2.6 Subject to and in accordance with the provisions of this Agreement, the Concession hereby granted shall oblige and entitle (as the case may be) the Concessionaire to:
 - a. Right of Way, access and license rights to the use the Project Site for the purpose of developing the Project, to the extent conferred by the provisions of this Agreement;
 - b. design, finance, construct the Project during the Construction Period;
 - c. achieve Project COD in accordance with the provisions of Article 15.1 and subsequently, manage, operate and maintain the Resort and Project Infrastructure throughout the Concession Period;
 - d. provide Hospitality Services in accordance with the standards and terms set out in this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice;
 - e. demand, collect and appropriate Revenue from the Users, for availing of the Hospitality Services in accordance with this Agreement;
 - f. pay Concession Fee to the Authority in accordance with the provisions of this agreement;
 - g. perform and fulfil all the obligations of the Concessionaire under and in accordance with this Agreement;

- h. bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this Agreement;
- i. appoint Contractors, sub-contractors, agents, advisors and consultants to carry out its obligations under this Agreement in accordance with its terms;
- j. upon Termination of the Concession Period transfer the Project to the Authority in accordance with the terms of this Agreement;
- k. neither assign, transfer or sub-let or create any lien or Encumbrance on this Agreement, or the Concession hereby granted or on the whole or any part of the Project Site, nor sell, transfer, exchange, license or part possession thereof;
- l. set all standards and frame and apply all internal policies, guidelines and procedures as may be appropriate for safety, security, development, management, operation or maintenance of the Project and the Site, subject only to the terms of this Agreement and in accordance with Applicable Laws and Good Industry Practice;
- m. exercise such other rights as the Authority may determine as being necessary for the purposes incidental and necessary to implement, manage, operate and maintain the Project; and
- n. do all things incidental or related thereto or which the Concessionaire considers desirable and appropriate to be carried out in connection therewith during the Concession Period.

2.7 Subject to and in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits, this Agreement shall, from the Appointed Date, entitle the Concessionaire to undertake designing, construction, finance, development, operation and maintenance of the following additional facilities (the "Ancillary Facilities") as part of the Project; provided however, that the Concessionaire shall not, in any event, commence the operation and/or use of the Ancillary Facilities [prior to the Project COD]:

- a. vehicle parking;
- b. reception, travel desk and rest rooms;
- c. security equipment including closed circuit television;
- d. standby electricity generator;
- e. fire fighting system; and
- f. any other facilities that may be necessary and/or
- g. notified, in writing, by the Authority from time to time during the Concession Period.

ARTICLE 3: LICENSE PERIOD

3.1 The License Period shall commence from the Date of Signing of this Agreement.

3.2 No License Rent shall be charged during the initial Development Period of 3 years.

3.3 **First right to refusal:** Upon the expiry of the contract period, the Bid/ Project shall be awarded based on the highest bid, Provided that, if through the open bidding process: If the Bid of the "Project Proponent/ Existing Developer" is found to be the highest bid, then the "Project Proponent/ Existing Developer" shall be selected and awarded the Project; If the bid of any other bidder is found to be the highest bid, the "Project Proponent/ Existing Developer" shall be given an opportunity to match the highest bid and if the "Existing Developer" matches, then the tender will be awarded to the "Project Proponent/ Existing Developer". If the "Project Proponent/ Existing Developer" does not agree to match the highest bid within a specified time period, then the "Highest Bidder" will be awarded the Project.

ARTICLE 4: PROJECT DEVELOPMENT AND OPERATION / SCOPE OF THE PROJECT

- 4.1 The Concessionaire shall develop a minimum 125-key premium/luxury category hotel as per applicable guidelines of the Ministry of Tourism, Government of India.
- 4.2 to operate and maintain the Project in accordance with the provisions of this Agreement;
- 4.3 to provide Ancillary Facilities as specified in Schedule C in accordance with the provisions of this Agreement;
- 4.4 any or all of the obligations of the Concessionaire under this Agreement.
- 4.5 The Concessionaire shall obtain all statutory approvals, permits, and clearances including CRZ clearance, Building Plan, Fire NOC, Occupancy Certificate, Environmental Clearance etc. at its own expense.
- 4.6 The property shall be developed and operated adhering to all local building bye-laws, environmental regulations, and safety norms.
- 4.7 to transfer the Project to the Authority upon Termination in accordance with the provisions of this Agreement; and
- 4.8 to perform and fulfil all other obligations of the Concessionaire in accordance with the provisions of this Agreement
- 4.9 Insurance during Concession Period - The Concessionaire shall effect and maintain at its own cost, during the Construction Period and the Operation Period, such insurances for such maximum sums as may be required under the Financing Agreements and the Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice. The Concessionaire shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Concessionaire during the Concession Period. The Concessionaire shall procure that in each insurance policy, the Authority shall be a co-insured and that the insurer shall pay the proceeds of insurance into the Escrow Account. For avoidance of doubt, the level of insurance to be maintained by the Concessionaire after repayment of Senior Lenders' dues in full shall

be determined on the same principles as applicable for determining the level of insurance prior to such repayment of Senior Lenders' dues.

4.10 Without prejudice to the provisions contained in Article 27.1, the Concessionaire shall, during the Operation Period, procure and maintain Insurance Cover including but not limited to the following:

- a. Loss, damage or destruction of the Project Assets, including assets handed over by the Authority to the Concessionaire, at replacement value;
- b. comprehensive third party liability insurance including injury to or death of personnel of the Authority or others who may enter the Resort and Project Infrastructure;
- c. the Concessionaire's general liability arising out of the Concession;
- d. liability to third parties for goods or property damage;
- e. workmen's compensation insurance; and
- f. any other insurance that may be necessary to protect the Concessionaire and its employees, including all Force Majeure Events that are insurable at commercially reasonable premiums and not otherwise covered in items (a) to (d) above.

ARTICLE 5: LICENSE RENT AND PAYMENTS

- 5.1 The Concessionaire shall pay to the Authority an Annual License Rent of ₹ _____ (inclusive of GST) as quoted in the Financial Bid.
- 5.2 The License Rent shall be escalated by 10% every 5 years from the date of commencement of commercial operations.
- 5.3 The first annual rent shall be paid within 30 days of Commercial Operation Date (COD), and subsequent payments shall be made annually in advance.
- 5.4 The Concession Fee and the Additional Concession Fee (if any) to be paid by the Concessionaire shall be due and payable within [30 (Thirty)] days of the commencement of the Accounting Year. Provided that the Concession Fee for the First Accounting Year shall be paid within [30 (thirty)] days of the occurrence of the COD.
- 5.5 The Concessionaire shall, with each payment of the Concession Fee and Additional Concession Fee submit: (a) a certificate that the amounts paid are correct and in accordance with the provisions of the Agreements; (b) details in respect of Taxes/duties payable/reimbursable in accordance with the provisions of this Agreement; (c) details in respect of other Damages payable in accordance with the provisions of this Agreement; and (d) net amount payable under the provisions of this Agreement and (e) details of the Revenue in the relevant year generated from the date of commissioning of the Optional Development Obligation.
- 5.6 All amounts due and payable by the Concessionaire under the provisions of this Agreement shall be paid on or before the time period stipulated in Article 5.3. In the

event of delay beyond such period the Concessionaire shall pay interest for the period of delay, calculated at the rate specified in Article 5.7.

5.7 The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within [30 (thirty)] days of receiving a demand along with the necessary particulars. In the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to the existing Bank Rate, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.

5.8 Delay in payment beyond 30 days shall attract interest at 12% per annum till the date of actual payment.

5.9 The Concession Fee payable under the Agreement shall be due and payable as follows:

5.10 Premium shall be paid by the Concessionaire in [4 (four) equal] installments. The 1st (first) installment shall be due and payable no later than [90th (ninetieth) day] from the Execution Date and the subsequent installment shall be paid within 15 (fifteen) days from the end of each quarter of the year.

5.11 Deferred Payment - In the event the occupancy of the Hotel/Resort is less than [30% (thirty percent)] of its maximum capacity in the preceding year, then the Concessionaire upon seeking a prior approval from the Authority, which the Authority may grant in its sole discretion, may defer the payment of the Concession Fee for such relevant year to the preceding year. Upon deferment of payment of Concession Fee by the Concessionaire, it shall pay to the Authority in the following year such deferred Concession Fee along with interest charged at Bank Rate (Deferred Payment). The Deferred Payment in the following year shall be payable by the Concessionaire in addition to the Concession Fee for the following year; provided that the Deferred Payment shall not be permitted for more than 4 (four) consecutive years.

5.12 Disputed Amounts - The Authority shall, within [10(ten) days] of receiving the Concession Fee, notify the Concessionaire of the Disputed Amounts along with details thereof. Within [7(seven) days] of receiving such notice, the Concessionaire shall present any information or evidence as may be reasonably required for determining that such Disputed Amounts are not payable. The Authority may, if necessary, meet a representative of the Concessionaire for resolving the dispute and in the event that the dispute is not resolved the Dispute Resolution Procedure shall apply.

ARTICLE 6: PERFORMANCE SECURITY

6.1 Performance Security:

- a. The Concessionaire shall, for the performance of its obligations hereunder during the Construction Period, provide to the Authority within [30 (thirty)] days from the Execution Date, an irrevocable and unconditional guarantee from a Bank for a sum equivalent o 5% of the total annual license rent $\times 33$

years (inclusive of GST) in the form of a Bank Guarantee (the Performance Security). The Concessionaire shall maintain and keep in force the Performance Security for the entire duration of the Performance Security Period in accordance with this Article 6. Until such time the Performance Security is provided by the Concessionaire pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security (EMD) to the Concessionaire.

- b. Notwithstanding anything to the contrary contained in this Agreement, in the event that the Performance Security is not provided by the Concessionaire within the specified period, the Authority shall have the right to encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement including the License Agreement (if executed) shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.
- c. The Performance Security shall be liable to forfeiture in case of default or breach of the Agreement terms.

6.2 Appropriation of Performance Security:

- a. Upon occurrence of a Concessionaire Default or failure to meet any Condition Precedent or failure to make any payment which becomes due and payable to the Authority under and in accordance with this Agreement, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the amounts due and payable as liquidated damages from the Performance Security as Damages for such Concessionaire Default or failure to meet any Condition Precedent or failure to pay such amounts which are due and payable by the Concessionaire to the Authority under and in accordance with the provisions of this Agreement. Upon such encashment and appropriation of the Performance Security, the Concessionaire shall, within [15 (fifteen)] days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security. In the event that the Concessionaire fails to do so, the Authority shall be entitled to Terminate this Agreement in accordance with Article 9.

6.3 Release of Performance Security

The Performance Security shall remain in force and effect for a period of 33 (Thirty Three) Years from the Project COD (Performance Security Period), provided, however, that the Performance Security shall not be released if the Concessionaire is in breach of this Agreement. Upon request made by the Concessionaire for release of the

Performance Security along with the particulars which establish satisfaction of the requirements specified in this Article 6.3, the Authority shall release the Performance Security forthwith.

6.4 References to Performance Security

References to the Performance Security occurring in this Agreement for and in respect of any period prior to the delivery of the Performance Security by the Concessionaire to the Authority, or in respect of any period subsequent to the expiry or release thereof, as the case may be, shall be construed solely for the purposes of calculating the amount of Damages payable by the Concessionaire and/or any amounts due and payable by the Concessionaire to the Authority under and in accordance with the provisions of this Agreement, and the amount so determined shall be appropriated from the Bid Security or Deemed Performance Security, as the case may be.

ARTICLE 7: MAINTENANCE AND OPERATION

7.1 The Concessionaire shall operate and maintain the Hotel/Resort in a professional and hygienic manner meeting international hospitality standards.

7.2 The Concessionaire shall be free to determine market-driven tariffs for accommodation, F&B, and other facilities.

7.3 The Authority may, at any reasonable time, inspect the premises to verify compliance.

ARTICLE 8: INSURANCE

8.1 The Concessionaire may obtain insurance coverage to protect itself from risks of damage, fire, accidents, or natural calamities affecting the property, employees, or visitors.

8.2 The Authority shall not be responsible for any claims or damages arising from such events.

ARTICLE 9: EVENTS OF DEFAULT AND TERMINATION

9.1 Authority's Right to Terminate:

- Failure to pay License Rent for two consecutive terms.
- Failure to complete development within 3 years.
- Violation of statutory obligations or illegal use of land.

9.2 Concessionaire's Right to Terminate:

- Prolonged Force Majeure (beyond 180 days) preventing performance.
- 9.3 Upon termination, the Concessionaire shall vacate the premises within 90 days, and the Performance Security shall stand forfeited.

9.4 Termination Notice for Force Majeure Event - If a Force Majeure Event subsists for a period of [180 (one hundred and eighty)] days or more within a continuous period of [365 (three hundred and sixty five)] days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Error! Reference source not found., and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant [15 (fifteen)] days, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

ARTICLE 10: FORCE MAJEURE

10.1 As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall, save and except as expressly provided otherwise, mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Articles 10.1 (a,b,c) respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event (a) is beyond the reasonable control of the Affected Party; and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice; and (c) has Material Adverse Effect on the Affected Party.

- a. Non-Political Event A Non-Political Event shall mean one or more of the following acts or events:
 - i. act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionisation radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Resort and Project Infrastructure);
 - ii. strikes or boycotts (other than those involving the Concessionaire, Contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Resort and Project Infrastructure for a continuous period of 24 (twenty four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Article 29.3;
 - iii. any failure or delay of a Contractor but only to the extent caused by another Non Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;

- iv. any delay or failure of an overseas Contractor to deliver any critical equipment required for the Resort and Project Infrastructure and not available in India if such delay or failure is caused outside India by any event specified in Sub-Article (a) above and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;
- v. any judgement or order of any court of competent jurisdiction or statutory authority made against the Concessionaire in any proceedings for reasons other than (i) failure of the Concessionaire to comply with any Applicable Law or Applicable Permit; or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract; or (iii) enforcement of this Agreement; or (iv) exercise of any of its rights under this Agreement by the Authority;
- vi. the discovery of geological conditions, toxic contamination or archaeological remains on the Leased Premises that could not reasonably have been expected to be discovered through an inspection of the Leased Premises; or
- vii. any event or circumstances of a nature analogous to any of the foregoing.

b. Indirect Political Event An Indirect Political Event shall mean one or more of the following acts or events:

- i. an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- ii. any political or economic upheaval, disturbance, movement, struggle or similar occurrence which could not have been anticipated or foreseen by a prudent person and which causes the construction or operation of the Project to be financially unviable or otherwise not feasible;
- iii. industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year;
- iv. any civil commotion, boycott or political agitation which prevents operation of the Resort or Project Infrastructure by the Concessionaire for an aggregate period exceeding 7 (seven) days in an Accounting Year;
- v. failure of the Authority to permit the Concessionaire to continue the Development Works, with or without modifications, in the event of stoppage of such works after discovery of any geological or archaeological finds or for any other reason;

- vi. any failure or delay of a Contractor to the extent caused by an Indirect Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;
- vii. any Indirect Political Event that causes a Non-Political Event; or
- viii. any event or circumstances of any nature analogous to any of the foregoing.

c. Political Event A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

- i. Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Article 36 and its effect, in financial terms, exceeds the sum specified in Article 36.1;
- ii. compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Concessionaire or of the Contractors;
- iii. unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorisation, no-objection certificate, consent, approval or exemption required by the Concessionaire or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire's or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorisation, no-objection certificate, exemption, consent, approval or permit;
- iv. any failure or delay of a Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor; or
- v. any event or circumstance of a nature analogous to any of the foregoing.

10.2 Duty to report Force Majeure Event - Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

- a. the nature and extent of each Force Majeure Event which is the subject of any claim for relief with evidence in support thereof;
- b. the estimated duration and effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- c. the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event;
- d. and any other information relevant to the Affected Party's claim.

10.3 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on performance of its obligations under this Agreement.

10.4 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Article 10.2, and such other information as the other Party may reasonably request the Affected Party to provide.

ARTICLE 11: OBLIGATIONS OF THE CONCESSIONAIRE

11.1 General Obligations of the Concessionaire:

- a. Subject to and on the terms and conditions of this Agreement, the Concessionaire shall, at its own cost and expense, implement the Project, procure finance for and undertake the development, engineering, procurement, equipping, operation and maintenance of the Project and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- b. The Concessionaire shall arrange for and procure, at its own cost and risk, all infrastructure facilities and utilities for the construction, development, operation and maintenance of the Project, including procuring connection for and supply of electricity, water, gas and other utilities as may be necessary or required for the operation of the Project. The Concessionaire shall obtain all Applicable Permits and comply with the conditions thereunder for the procurement and use of such infrastructure facilities and utilities.
- c. During the Concession Period, the Concessionaire shall obtain from the relevant Government Instrumentalities the Applicable Permits and keep in force and comply with the conditions of all Applicable Permits for the development, operation and maintenance of the Project and upon Termination, the transfer of the Project to the Authority.
- d. The Concessionaire shall comply with all Applicable Laws and conditions of all Applicable Permits (including keeping them valid and in force as required) while performing its obligations under this Agreement. Further, the Concessionaire shall ensure and procure that its Contractors, if any, comply with all Applicable Permits and Applicable Laws during their performance of any of the Concessionaire's obligations under this Agreement.
- e. Subject to the provisions of Articles 11.1(a) and (b), the Concessionaire shall and shall procure that its Contractors, if any, shall discharge its obligations in

accordance with Good Industry Practice and as a reasonable and prudent person.

- f. The Concessionaire shall pay the Concession Fee to the Authority in accordance with Article 5.1.
- g. The Concessionaire shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:
 - i. procure, as required, the appropriate proprietary rights, licences, agreements and permissions for materials, methods, processes and systems used or incorporated into the Project;
 - ii. perform and fulfil its financial obligations
 - iii. make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement;
 - iv. not do or omit to do any act, deed or thing which may in any manner violates any provision of this Agreement;
 - v. ensure that the Users are treated with due courtesy and consideration and provided with ready access to services and information;
 - vi. ensure employment of the local population during the Concession Period;
 - vii. procure registration for the Hotel License and other necessary licenses;
 - viii. always act in a manner consistent with the provisions of this Agreement and not cause or fail to do any act, deed or thing, whether intentionally or otherwise, which may in any manner violate any of the provisions of this Agreement or Applicable Laws and Applicable Permits;
 - ix. procure all equipment and facilities comprising the Project are developed, operated and maintained in accordance with the Specifications and Standards, Maintenance Requirements, Safety Requirements and Good Industry Practice;
 - x. support, cooperate with and facilitate the Authority in the implementation and operation of the Project in accordance with the provisions of this Agreement;
 - xi. transfer the Project Assets to the Authority upon Termination in accordance with the provisions of this Agreement; and
 - xii. undertake the Development Works in accordance with the national guidelines including [National Strategy for Sustainable Tourism] as provided in the Schedule C and as per Ministry of Tourism.

11.2 Obligations relating to employment of trained personnel - The Concessionaire shall ensure that the personnel engaged by it in the performance of its obligations under

this Agreement are duly qualified and at all times properly trained with adequate and state-of-the-art training for their respective functions.

- 11.3 Obligations relating to medical aid - For providing aid and assistance in medical emergencies relating to the Resort and the Project Infrastructure, the Concessionaire shall set up and operate a medical aid post (Medical Aid Post) equipped to render first aid and to assist in accessing emergency medical aid from hospitals in vicinity.
- 11.4 Obligations relating to aesthetic quality of the Resort - The Concessionaire shall maintain a high standard in the appearance and aesthetic quality of the Resort and achieve integration of the Resort with the character of the surrounding landscape through both appropriate design and sensitive management of all visible elements. The Concessionaire shall engage professional architects of repute for ensuring that the design of the Resort meets the aforesaid aesthetic standards.
- 11.5 Branding of Resort - The Concessionaire may, in its discretion, name or brand the Resort or any part thereof in accordance with the Applicable Laws.
- 11.6 Facilities for physically challenged and elderly persons - The Concessionaire shall, in conformity with the guidelines issued from time to time by the Ministry of Social Justice and Empowerment, Government of India or a substitute thereof and any policy issued by the State Government, procure a barrier free environment for the physically or visually challenged and for elderly persons using the Resort.
- 11.7 EHS Standards and L&FS Standards - The Concessionaire shall at all times and throughout the Concession Period (designing, development, construction, operation and maintenance) comply with Applicable Laws including the relevant Environmental, Health and Safety (EHS) rules and regulations and life and fire safety (L&FS) standards. The Concessionaire shall prepare and comply with the performance standards, including an environmental and sustainability plan stating how the Concessionaire intends to manage and mitigate risks in relation to EHS. Such performance standards shall take into consideration the principles set out in:
 - a. National EHS regulations (<http://www.moef.nic.in/> and others);
 - b. Real Estate (Regulation and Development) Act, 2016;
 - c. National Building Code of India published by BIS (<http://www.bis.org.in/>) and other statutory BIS standards applicable to projects of similar nature; and
 - d. L&FS Standards.
- 11.8 Obligations relating to Resort
 - a. The Concessionaire shall at all times operate the Resort in accordance with the Applicable Laws, Applicable Permits, Good Industry Practice and the provisions of this Agreement.
 - b. The Concessionaire shall use the open area reserved for parking for free parking of vehicles of the Users and shall not use such area for any paid parking.
 - c. Complete the construction of the Resort to achieve Project COD in

accordance with the construction schedule at Article 15; and

d. Employ trained personnel for providing Hospitality Services.

11.9 Obligations relating to other charges - The Concessionaire shall make timely payments for all utility services in respect of the Project Site, including water, sewage, electricity, telecommunication, internet and cable charges etc.

ARTICLE 12: OBLIGATIONS OF THE AUTHORITY

12.1 General Obligations of the Authority:

- a. The Authority shall, at its own cost and expense, undertake, comply with and perform all its obligations set out in this Agreement.
- b. Subject to and in accordance with the provisions of this Agreement and Applicable Laws, the Authority agrees to provide support to the Concessionaire and undertakes to observe, comply with and perform the following:
 - i. upon written request from the Concessionaire, and subject to the Concessionaire complying with Applicable Laws, provide reasonable support and assistance to the Concessionaire in procuring Applicable Permits required from any Government Instrumentality for implementation and operation of the Project.
 - ii. transfer the Project Site on license basis free from Encumbrance to the Concessionaire and ensure that no barriers are erected or placed on or about the Project Site and/or Resort and Project Infrastructure by any Government Instrumentality or persons claiming through or under any Government Instrumentality, except for reasons of Safety Requirements, emergency, national security, or law and order;
 - iii. not do or omit to do any act, deed or thing which may in any manner violate the provisions of this Agreement;
 - iv. support, cooperate with and facilitate the Concessionaire in the implementation and operation of the Project in accordance with the provisions of this Agreement;
 - v. Notwithstanding anything in this Article, the Authority shall not be required to provide any financial support or financial assistance to the Concessionaire.

ARTICLE 13: REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

13.1 Representations, warranties and undertakings of the Concessionaire:

- a. The Concessionaire represents, warrants and undertakes to the Authority that:
 - i. it is duly organised and validly existing under the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;

- ii. it has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- iii. it has taken all necessary corporate and other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- iv. it has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- v. this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- vi. it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- vii. the information furnished in the Bid and as updated on or before the Execution Date is true and accurate in all respects as on the Execution Date;
- viii. the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its memorandum and articles of association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- ix. there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial, Government Instrumentality or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- x. it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Material Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

- xi. it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a Material Adverse Effect on its ability to perform its obligations under this Agreement;
- xii. all its rights and interests in the Project shall pass to and vest in the Authority on the Transfer Date free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of the Authority, and that none of the Project Assets shall be acquired by it, subject to any agreement under which a security interest or other lien or Encumbrance is retained by any Person, save and except as expressly provided in this Agreement;
- xiii. no representation or warranty given by it contained herein or in any other document furnished by it to the Authority, including the Bid or to any Government Instrumentality in relation to Applicable Permits contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading;
- xiv. no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Concession or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority in connection therewith;
- xv. all information provided by the Selected Bidder in response to the Request for Proposal or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects;
- xvi. agree that the execution, delivery and performance by it of this Agreement and all other agreements, contracts, documents and writings relating to this Agreement constitute private and commercial acts and not public or government acts;
- xvii. consents generally in respect of the enforcement of any judgment against it in any proceedings in any jurisdiction to the giving of any relief or the issue of any process in connection with such proceedings; and

13.2 Representations, warranties and covenants of the Authority:

- a. The Authority represents, warrants and covenants to the Concessionaire that:
 - i. it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;

- ii. it has taken all necessary actions under Applicable Laws to authorise the execution, delivery and performance of this Agreement;
- iii. it has the financial standing and capacity to perform its obligations under this Agreement;
- iv. this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- v. it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Material Adverse Effect on the Authority's ability to perform its obligations under this Agreement; and
- vi. it has good, legal and valid right and title to the Project Site, and has the power and authority to handover the Project Site to the Concessionaire for the development of the Project in accordance with the provisions of this Agreement.

13.3 Disclosure

- a. that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of it. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of a Party under this Agreement.
- b. Neither the Authority nor any of its agents or employees shall be liable to the Concessionaire in contract, tort, including negligence or breach of statutory duty, statute or otherwise as a result of:
- c. any inaccuracy, omission, unfitness for any purpose of inadequacy of any kind whatsoever in the data disclosed by the Authority to the Concessionaire in relation to the Project; or
- d. any failure to make available to the Concessionaire any materials, documents, drawings, plans or other information relating to the Project.

ARTICLE 14: DISCLAIMER

14.1 The Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has, after a complete and careful examination, made an independent evaluation of the Request for Proposals, Scope of the Project, Specifications and Standards, Project Site, existing structures, local conditions, physical qualities of ground, subsoil and geology, availability of Users and all information provided by the Authority or obtained procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course

of performance of its obligations hereunder. The Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability or completeness of any assessment, assumption, statement or information provided by it and the Concessionaire confirms that it shall have no claim whatsoever against the Authority in this regard.

- 14.2 The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Article 8(a) above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Concessionaire, Associates or any person claiming through or under any of them.
- 14.3 The Parties agree that any mistake or error in or relating to any of the matters set forth in Article 8(a) above shall not vitiate this Agreement or render it voidable.
- 14.4 In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Article 8 (a) above, that Party shall immediately notify the other Party, specifying the mistake or error; provided, however, that a failure on part of the Authority to give any notice pursuant to this Article 8 (d) shall not prejudice the disclaimer of the Authority contained in Article 8 (a) and shall not in any manner shift to the Authority any risks assumed by the Concessionaire pursuant to this Agreement.
- 14.5 Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Concessionaire and the Authority shall not be liable in any manner for such risks or the consequences thereof.

ARTICLE 11: DISPUTE RESOLUTION

- 11.1 In the event of any dispute, the Parties shall first attempt amicable resolution.
- 11.2 Failing which, the dispute shall be referred to **arbitration under the Arbitration and Conciliation Act, 1996**, to be conducted in **UT of DNH & DD**, in the **English language**.
- 11.3 The arbitral award shall be final and binding.

ARTICLE 12: GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India. Courts at **Daman** shall have exclusive jurisdiction.

ARTICLE 13: MISCELLANEOUS

- 13.1 The Authority reserves the right to amend or modify conditions before execution of this Agreement as deemed necessary.
- 13.2 All correspondence shall be addressed to:

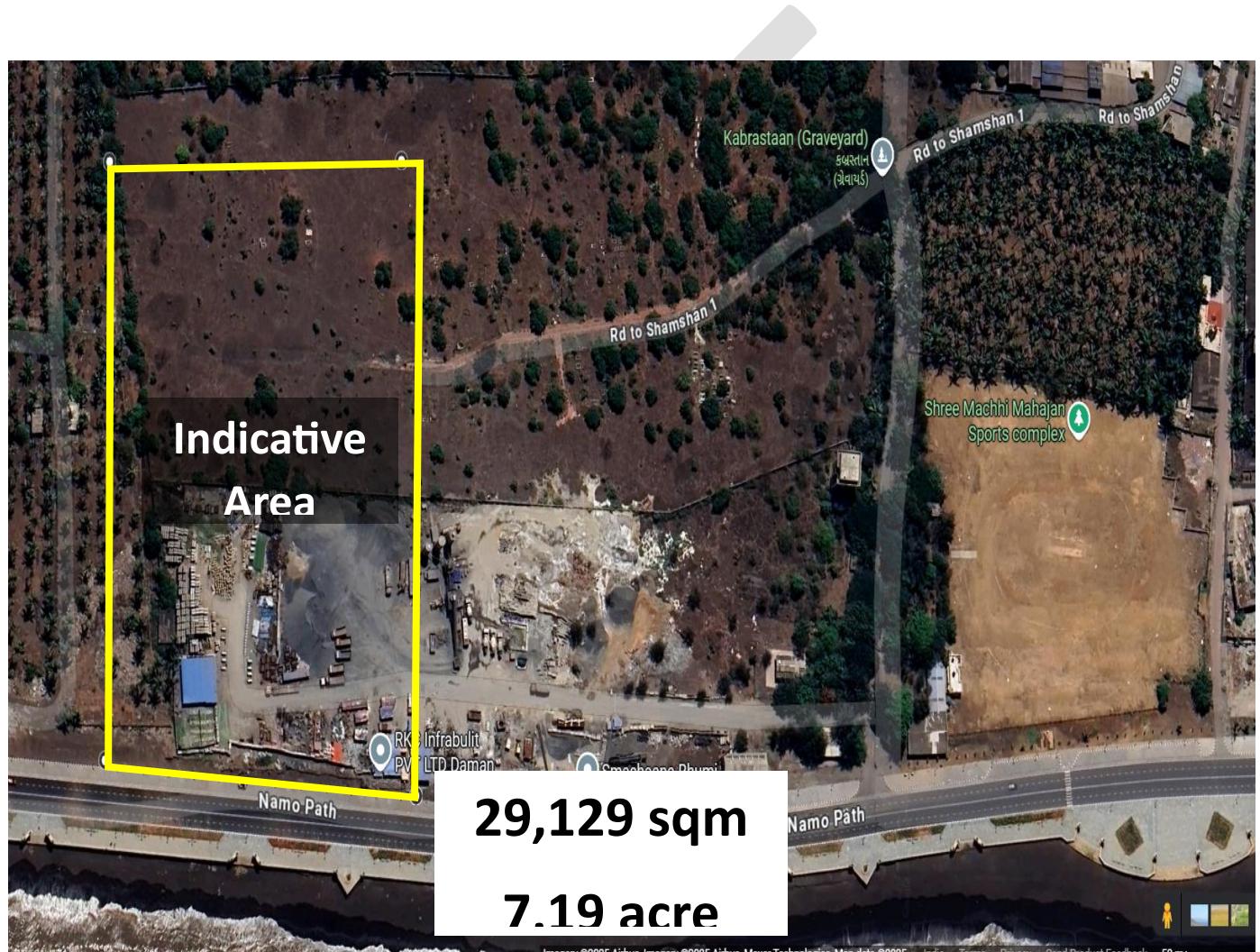
- **For the Authority:**
Director of Tourism,
4th Floor, Vidhyut Bhawan (Secretariat),
Kachigam – 396215, Daman.
Email: tourism-dmn-dd@ddd.gov.in
- **For the Concessionaire:**
[Authorized Signatory Name & Address]

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SCHEDULE A

SITE OF THE PROJECT

1. Location: S. No. 6/1 (Part), 6/2 (Part), Government Land, Namopath Seafront Road, Nani Daman, Daman
2. Total Area: 29,129 Sq. Mtr. (approx.) (7.19 Acres)
3. Land Ownership: Government
4. Site map: (20.4273292,72.8289585)



SCHEDULE B

1. Resort

1.1. The Resort shall conform with the Specifications and Standards as specified in this Schedule-C and in this Agreement.

1.2. The Specifications and Standards applicable to the design and construction of the Resort shall conform with the National Building Code of India, relevant specifications and standards specified by the Bureau of Standards and Good Industry Practice.

1.3. In the absence of any specific provision in this Agreement, the following standards shall apply in order of priority:

(i) National Building Code

(ii) Bureau of Indian Standards (BIS); and

(iii) National guidelines ([National Strategy for Sustainable tourism_0.pdf](#))

(iv) Any other specifications/standards/codes proposed by the Concessionaire and reviewed by the Project Management Agency.

1.4. The latest version of the specified codes and standards

IN WITNESS WHEREOF

The Parties have executed this Agreement on the day and year first above written.

For and on behalf of

For and on behalf of

Department of Tourism, Daman M/s [Successful Bidder]

(Authorized Signatory)

(Authorized Signatory)

Name: _____

Name: _____

Designation: Director (Tourism) Designation: _____

Seal: _____

Seal: _____

Would you like me to **convert this draft into a formal MS Word document** with placeholders (like project value, rent, bidder details, etc.) formatted with proper headings and pagination for departmental use?

DRAFT