UT ADMINISTRATION OF
DADRA & NAGAR HAVELI AND DAMAN & DIU

REQUEST FOR PROPOSALS (RFP)
FOR
LICENSING OUT GOVERNMENT LAND FOR DEVELOPMENT, OPERATION & MAINTENANCE OF A PREMIUM HOTEL/RESORT NEAR POTHIYADADA, DINOSAUR PARK, DIU (2nd CALL)

RFP No. 3/152/DT/DNH&DD/Hotel/DP/Diu/2026-27/455

17th November, 2026

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 the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

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

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

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

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

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

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

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GLOSSARY

Associate	As defined in Clause 2.2.1.3
Authority	As defined in Clause 1.1.1
Bank Guarantee	As defined in Clause 2.27.1
Bid	As defined in Clause 1.2.1
Bidders	As defined in Clause 1.2.1
Bidding Documents	As defined in Clause 1.1.6
Bid Due Date	As defined in Clause 1.3
Bidding Process	As defined in Clause 1.2.1
Bid Security	As defined in Clause 1.2.6
Concession	As defined in Clause 1.1.5
Concessionaire	As defined in Clause 1.1.2
Concession Agreement	As defined in Clause 1.1.2
License rent	As defined in Clause 1.2.8
Conflict of Interest	As defined in Clause 2.2.1
Damages	As defined in Clause 2.2.1.3
Demand Draft	As defined in Clause 2.28.2
Eligible Experience	As defined in Clause 3.2.1
Eligible Projects	As defined in Clause 3.2.1
Estimated Project Cost	As defined in Clause 1.1.4
Key / Room / Accommodation Unit	Each independently saleable room, suite, cottage, villa, tent, creative concept, cabin, or similar overnight accommodation unit shall be treated as one (1) key for the assessment of Technical Capacity and Eligible Experience.
Feasibility Report	As defined in Clause 1.2.3
Financial Capacity	As defined in Clause 2.2.3.2
Government	Government of India
Highest Bidder	As defined in Clause 1.2.9
LOA	Letter of Award
Net Worth	As defined in Clause 2.2.5 (ii)
O&M	Operation and Maintenance
Project	As defined in Clause 1.1.1
Re. or Rs. or INR	Indian Rupee
Selected Bidder	As defined in Clause 3.6.1
Technical Capacity	As defined in Clause 2.2.3.1
Threshold Technical Capacity	As defined in Clausen 2.3(iii)
UT	Union Territory of India

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

REQUEST FOR PROPOSAL

1. INTRODUCTION

1.1 Background

1.1.1 The UT Administration of Dadra & Nagar Haveli and Daman & Diu (the "Authority") aims to promote development of sustainable tourism projects in the Union Territory (UT) of Dadra & Nagar Haveli and Daman & Diu and as part of this endeavour, the Authority has decided to license out a government land for the Development, Operation & Maintenance of a Premium Hotel/Resort near Pothiyadada, Dinosaur Park, Diu and has, therefore, decided to carry out the bidding process for selection of a private entity for the said purpose. Brief particulars of the same are as follows:

Title	Licensing out government land for Development, Operation & Maintenance of a Premium Hotel/Resort near Pothiyadada, Dinosaur Park, Diu
Minimum keys to be developed	200 keys to be developed (Indicative)
Location	S. No. 88/1, Government Land, Near Pothiyadada, Dinosaur Park, Nagoa, Diu https://www.google.com/maps/place/Diu,+Dadra+and+Nagar+Haveli+and+Daman+and+Diu+362520/@20.7127568,70.9349044,890m/data=!3m1!1e3!4m6!3m5!1s0x3be31ce77c7a67bf:0x4664503a0396202!8m2!3d20.7180924!4d70.9857903!16s%2Fm%2F0h1fl2d?entry=ttu&g_ep=EgoyMDI2MDcyMi4wIKXMDSoASAFQAw%3D%3D
Total land Area	Appx. 7.5 Acres (30,220 sq.mt.)
Property on License Basis	License Basis – only right to access given to the Concessionaire for Development, O&M of the government land.
Clearances	The successful bidder shall obtain applicable permits such as CRZ clearances, building plan, occupancy/completion certificate, Fire NOC etc. The Authority may facilitate the Concessionaire in obtaining the applicable permits.
License period	The license period shall be for a period for Fifty (50) Years and this shall include the development/construction period
Development Period (gestation period)	Three (03) years from the date of possession or handover of land by the department.
Handover and restoration after license period	Upon expiration of the license term, the operator must hand over the property to the authority in its original state, without any permanent modifications or structures. The operator is responsible for restoring the land to the condition in which it was at the commencement of the license.
Reserve Price	Finalization and Disclosure of Reserve Price for the annual license rent will be after receiving the financial bids and before opening the financial bids.
Additional Terms	The Concessionaire shall be free to fix market driven rates/ tariffs and generate other revenue sources from the facilities. The Concessionaire will have to pay the authority an annual license rent to be quoted by

	the firm as per financial bidding parameter. Annual license rent quoted by the successful bidder to be escalated by 15% after every 5 years.
Eligibility Criteria	
Technical Criteria	The applicant must meet the following criteria within the preceding 5 (five) financial years: Owned and/or operation, maintenance and management of a functional hotels, resorts, tent cities or equivalent organised hospitality accommodation facilities or such that the sum total of operational rooms / keys / accommodation units (including rooms, suites, cottages, villas, tents, creative concepts, cabins or similar independently saleable overnight units) across all eligible properties must exceed 150 keys. The bidder must have at least one eligible hospitality property with a minimum of 50 operational keys. Other eligible properties (resorts, tent cities, etc.) may be aggregated towards meeting the overall threshold of 150 keys, even where an individual property has fewer than 50 keys. Aggregation of eligible operational keys across such properties is permitted Note: • Star-Category & Classification: Formal star classification applies to hotels where available. Premium resorts and tent cities without formal star classification shall be accepted where comparable standards are demonstrated as per the "guidelines for project approval and classification of tented accommodation" (https://tinyurl.com/MoTHRdiv). • Qualifying O&M experience includes operating hotels, resorts, tent cities, and equivalent facilities. Experience in operating government tourism and hospitality projects shall also be recognized.
Financial Criteria	• The Bidder shall have a minimum Net Worth (the "Financial Capacity") of Rs. 60.00 Crore (Rupees Sixty Crore only) at the close of the immediately preceding financial year. • The bidder shall have minimum average annual turnover of INR 55 crore (INR Fifty Five Crores Only) or more in the four financial years immediately preceding the Bid Due date
e-Forward Auction stage	In the forward auction stage, the highest bid from the e-tender phase serves as the starting price. Bidders can increase their offers in real-time on the portal (ddtenders.gov.in) in increments of ₹1,00,000 up to a maximum limit of 100%. The process concludes by comparing all bids from both the e-tender and forward auction stages; the individual who provides the overall highest price is identified as the "Successful Bidder."

1.1.2 The selected Bidder, who is either a company incorporated under the Companies Act, 1956/2013 or undertakes to incorporate as such prior to execution of the concession agreement (the "**Concessionaire**") shall be responsible for operation, maintenance and management of the premium hotel/resort near Pothiyadada, Dinosaur Park, Diu under and in accordance with the provisions of the concession agreement (the "**Concession Agreement**") to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

1.1.3 The scope of work will broadly include Development, Operation & Maintenance of a Premium Hotel/Resort near Pothiyadada, Dinosaur Park, Diu as a 4/5 star and above category hotel as per Guidelines of Ministry of Tourism, GoI.

1.1.4 The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "**Concession**").

1.1.5 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").

1.1.6 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.2 Brief description of Bidding Process

1.2.1 The Authority has adopted a single-stage Tender cum Auction bidding process (collectively referred to as the "Bidding Process") for licensing out government land for Development, Operation & Maintenance of a Premium Hotel/Resort near Pothiyadada, Dinosaur Park, Diu. At the end of the e-Tender Stage, system will send an email to all qualified bidders who are eligible to participate in the e-forward Auction Stage. The tender stage shall be a two-fold process, where the bidders will be required to submit their application and bid online at the portal https://ddtenders.gov.in on or before the bid due date. The forward auction will be of "H1 BoQ" i.e., Highest bidder.

The first part (the "Technical Bid") of the process involves the evaluation of Technical and Financial capacity of interested parties who submit a Bid in accordance with the provisions of this RFP.

In the Second step, Financial Bid of only those bidders qualifying in technical score

shall be opened and evaluated. The 'Highest Bidder' in financial evaluation shall be selected as the successful bidder.

1.2.2 In the forward auction stage, the highest bid from the e-tender phase serves as the starting price. Bidders can increase their offers in real-time on the portal (ddtenders.gov.in) in increments of ₹1,00,000 up to a maximum limit of 100%. The process concludes by comparing all bids from both the e-tender and forward auction stages; the individual who provides the overall highest price is identified as the "Successful Bidder."

1.2.3 Prior to participation in the Bidding Process, the Bidder shall pay to the Authority a **sum of Rs. 10,000/- (Rupees Ten Thousand Only)**, in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of **The Additional Director of Tourism, Diu and payable at Diu**, as the cost of the Bid process also called as Tender fee. The Bidders would be required to furnish all the information specified in this RFP. The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date.

The Government of India has issued guidelines (see Appendix-VII of RFP) for qualification of bidders seeking to acquire stakes in any public-sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify a Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I.

1.2.4 At the Pre-qualification stage, the Technical Bids of the Bidders would be evaluated and only those Bidders that are pre-qualified by the Authority shall be eligible for the second part of the Bidding Process comprising opening and evaluation of their Financial Bids.

1.2.5 The Bidding Documents include the draft Concession Agreement for the Project which is enclosed. The Financial Feasibility subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.

1.2.6 A Bidder is required to deposit, along with its Bid, a **bid security/ EMD of Rs. 35.00 Lakhs** (the "**Bid Security**") in favour of The Additional Director of Tourism and payable at Diu, refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority. In case a bank guarantee is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. Where a demand draft is provided, its validity shall not be less than 80 (eighty) days from the Bid Due Date, for the purposes of encashment by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.2.7 Bidders are invited to examine the government land in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for

development, operation and maintenance of the premium hotel/resort including implementation thereof.

1.2.8 Bids are invited for the license rent (the "**License rent**") offered by a Bidder to the Authority for said purpose. License rent shall be payable annually in accordance with the Concession Agreement. The License rent finalized in auction shall constitute the sole criteria for evaluation of Bids and shall be awarded to the Bidder quoting the highest License rent.

1.2.9 In this RFP, the term "**Highest Bidder**" shall mean the Bidder who is offering the highest License rent in the financial bid and later consequently in auction stage. Subject to the provisions of Clause 2.8, the Project will be awarded to the Highest Bidder in the auction stage.

1.2.10 Generally, in the auction stage, the Highest Bidder shall be the selected Bidder. The remaining Bidders shall be kept in reserve (if any) and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.

1.2.11 The Concessionaire shall, in consideration of its investment and services, be entitled to levy and collect a user fee from the users.

1.2.12 Any queries or request for additional information concerning this RFP shall be submitted in writing by e-mail (**dnhddtourism@gmail.com**) so as to reach the tender inviting officer by the specified date. The communication shall clearly bear the following identification/ title/subject:

"Queries/Request for Additional Information: RFP for licensing out government land for Development, Operation & Maintenance of a Premium Hotel/Resort near Pothiyadada, Dinosaur Park, Diu (2nd Call)".

1.3 Schedule of Bidding Process

1.3.1 The Authority shall endeavour to adhere to the following schedule:

1.	Issuance of Bidding Documents	17/11/2026
2.	Last date for receiving queries	24/11/2026
3.	Pre-Bid Conference	24/11/2026, 12:00 hrs to 01:00 hrs (*meet.google.com/fsa-uvet-iua*)
4.	Authority response (in form of Corrigendum) to queries latest by	27/11/2026

5.	Bid Due Date	07/12/2026, 18:00 hrs
6.	Opening of Technical Bids	08/12/2026, 12:00 hrs
7.	Letter of Award (LOA)	To be announced later
8.	Signing of Concession Agreement	To be announced later

1.4 Pre-Bid Conference

The venue of the Pre-Bid Conference shall be:

O/o Director (Tourism), DNH & DD
Department of Tourism,
Vidhyut Bhavan, 4th floor, Kachigam, Daman – 396215
UT of DNH & DD.
Contact no.: - 0260 2250002.
Email id: - dnhddtourism@gmail.com ***OR***
Can be attended online through VC
(Google meet video call link: meet.google.com/fsa-uvet-iua)

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General Terms of Bidding

2.1.1 The Authority wishes to receive Bids under this RFP from capable Bidders. No Bidder shall submit more than one Bid for the Licensed land.

2.1.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

2.1.3 The Technical Bid and Financial Bid should be furnished in the format at Appendix–I and Appendix-II respectively along with all enclosures, duly signed by the Bidder's authorized signatory. The Financial Bid shall clearly indicate the bid amount, in Indian Rupees. The online financial bid shall consist of License rent, to be quoted by the Bidder. The License rent shall be payable by the Concessionaire to the Authority, as per the terms and conditions of this RFP and the provisions of the Concession Agreement. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

2.1.4 The Bidder shall deposit a **Bid Security/EMD of Rs. 35.00 Lakhs** in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix–VI.

2.1.5 The validity period of the Bank Guarantee shall not be less than 180 days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days and may be decided as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security as will be mentioned under the concession agreement **which shall be valid for entire license period.**

2.1.6 Where a demand draft is provided, its validity shall not be less than 80 (eighty) days from the Bid Due Date, for the purposes of encashment by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement.

2.1.7 The Bidder should submit a Power of Attorney as per the format at Appendix–III, authorizing the signatory of the Bid to commit the Bidder.

2.1.8 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.1.9 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

2.1.10 All these terms and conditions will form part and parcel of the proposed concession agreement which will be executed on or before handing over the possession of the property to be licensed. However, the conditions are only illustrative and the final agreement to license shall be drawn up after opening and acceptance of tenders. This however, shall not derogate from the rights of the Competent Authority of finally approve the said agreement and the license with such terms and conditions as he/she deems suitable to incorporate. Notwithstanding anything in the foregoing conditions the Director Tourism, DNH&DD hereby reserves his/her right to add, delete, change or modify any condition at the time of issue of demand-cum-the letter of offer.

2.1.11 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.11 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.2 Eligibility of Bidders

2.2.1 For determining the eligibility of Bidders for submission of Bids hereunder, the following shall apply:

2.2.1.1 The Bidder may be a single entity to implement the development, operation and maintenance of a premium hotel/resort near Pothiyadada, Dinosaur Park, Diu. A Bidder may be a natural person, private entity, government-owned entity

2.2.1.2 A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "**Damages**"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

i. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.2.1.3, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

ii. a constituent of such Bidder is also a constituent of another Bidder; or

iii. such Bidder, its Member or any Associate thereof receives or has

received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

v. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

vi. such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications.

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

2.2.2 Penalty Clause: -

Licensee shall be penalized at the discretion of the competent authority with fines mentioned against the following acts for commission or omission of these acts: -

1) Lack of cleanliness or hygiene in premises or non-maintenance of the premises- Rs. 10,000 per instance per day subject to a maximum of Rs. 10 Lakh per year.

2) Not following the directions of Tourism Department given in accordance with the RFP or Concessionaire Agreement. - Rs. 10,000 per instance per day.

2.2.3 To be eligible for pre-qualification and short-listing, a Bidder shall fulfil the following conditions of eligibility:

2.2.3.1 **Technical Capacity:** For demonstrating technical capacity and experience (the "Technical Capacity"), the applicant must meet the following criteria within the preceding 5 (five) financial years:

Owned and/or operation, maintenance and management of a functional hotels, resorts, tent cities or equivalent organised hospitality accommodation facilities

or

such that the sum total of operational rooms / keys / accommodation units (including rooms, suites, cottages, villas, tents, creative concepts, cabins or similar independently saleable overnight units) across all eligible properties must exceed 150 keys.

The bidder must have at least one eligible hospitality property with a minimum of 50 operational keys. Other eligible properties (resorts, tent cities, etc.) may be aggregated towards meeting the overall threshold of 150 keys, even where an individual property has fewer than 50 keys. Aggregation of eligible operational keys across such properties is permitted

Note:

- Star-Category & Classification: Formal star classification applies to hotels where available. Premium resorts and tent cities without formal star classification shall be accepted where comparable standards are demonstrated as per the "guidelines for project approval and classification of tented accommodation" (https://tinyurl.com/MoTHRdiv).

- Qualifying O&M experience includes operating hotels, resorts, tent cities, and equivalent facilities. Experience in operating government tourism and hospitality projects shall also be recognized.

2.2.3.2 **Financial Capacity:** The Bidder shall have a minimum Net Worth (the "**Financial Capacity**") of Rs. **60 Crore** (Rupees Sixty Crore only) at the close of the preceding financial year.

2.2.4 **O&M Experience:** In the event that the Bidder does not have the requisite O&M experience, it shall either enter into an agreement, for a period of 10 (Ten) years from COD, with an entity having the aforesaid experience relating to the performance of O&M obligations, or engage experienced and qualified personnel for discharging its O&M obligations in accordance with the provisions of the Concession Agreement, failing which the Concession Agreement shall be liable to termination.

2.2.5 The Bidder shall enclose with its Bid, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

i. Certificate(s) from statutory auditors[1] of the Bidder or its Associates or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 5 (five) years in respect of the projects specified in paragraph 2.2.3.1 above.

ii. Certificate(s) from statutory auditors of the Bidder or its Associates specifying the Net Worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 2.2.5 (ii). For the purposes of this RFP, net worth (the "**Net Worth**") shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

2.2.6 The Bidder should submit a Power of Attorney as per the format at Appendix-III, authorising the signatory of the Bid to commit the Bidder.

2.2.7 Where the Bidder is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act,2013 (the "**SPV**"), to execute the Concession Agreement and implement the Licensed land upon the discretion of the authority.

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

[1] In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.5. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant or its Associate may provide the certificates required under this RFP.

a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

2.2.9 While Qualification is open to persons from any country, the following provisions shall apply:

a) Where, on the date of the Bid, 25% (twenty five percent) or more of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member or Associate is held by persons resident outside India or where a Bidder or its Member or Associate is controlled by persons resident outside India; or

b) if at any subsequent stage after the date of the Bid, there is an acquisition of 25% (twenty five percent) or more of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member or Associate;

then the Qualification of such Bidder or in the event described in sub clause (b) above, the continued Qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.2.10 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three)months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.2.11 This RFP is not transferable.

2.2.12 Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.3 CONDITION OF ELIGIBILITY OF APPLICANTS

i. The Bidder, for qualification and selection, may be an existing company incorporated under the Indian Companies Act, 1956/2013, to implement the Development, Operation and Maintenance of the government land. In accordance with the Development, Operation and Maintenance contract (the "Operation and Maintenance Agreement" or "Concession Agreement" or "Agreement"), to be entered into between the Selected Bidder and Authority in the form provided by DOT, DNH as part of the Bidding Documents pursuant hereto. The Operator shall be engaged as a service provider and the Property shall be given on as-is-where-is basis.

ii. The Bidder may be a single entity to implement the development, operation and maintenance of a premium hotel/resort near Pothiyadada, Dinosaur Park, Diu. A Bidder may be a natural person, private entity, government-owned entity

iii. **Technical Capacity:** For demonstrating technical capacity and experience (the "Technical Capacity"), the applicant must meet the following criteria within the

preceding 5 (five) financial years:

Owned and/or operation, maintenance and management of a functional hotels, resorts, tent cities or equivalent organised hospitality accommodation facilities

or

such that the sum total of operational rooms / keys / accommodation units (including rooms, suites, cottages, villas, tents, creative concepts, cabins or similar independently saleable overnight units) across all eligible properties must exceed 150 keys.

The bidder must have at least one eligible hospitality property with a minimum of 50 operational keys. Other eligible properties (resorts, tent cities, etc.) may be aggregated towards meeting the overall threshold of 150 keys, even where an individual property has fewer than 50 keys. Aggregation of eligible operational keys across such properties is permitted

Note:

- Star-Category & Classification: Formal star classification applies to hotels where available. Premium resorts and tent cities without formal star classification shall be accepted where comparable standards are demonstrated as per the "guidelines for project approval and classification of tented accommodation" (https://tinyurl.com/MoTHRdiv).

- Qualifying O&M experience includes operating hotels, resorts, tent cities, and equivalent facilities. Experience in operating government tourism and hospitality projects shall also be recognized.

2.4 Financial Eligibility Criteria

i. The bidder shall have The Bidder shall have a minimum Net Worth (the "Financial Capacity") of INR 60 Crore (Rupees Sixty Crore only) at the close of the preceding financial year.

ii. The bidder shall have minimum average annual turnover of INR 55 crore (INR Fifty Five Crores Only) or more in the four financial years immediately preceding the Bid Due date.

iii. For the purposes of this RFP Document, 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;

   b. The bidder will be required to submit the CA certify net worth and Turnover certificate

2.5 Change in Ownership

2.5.1 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of the Member of the company or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

2.6 Number of Bids and costs thereof

2.6.1 No Bidder shall submit more than one Bid for the Licensed land. A Bidder applying individually shall not be entitled to submit another Bid either individually.

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

2.7 Site visit and verification of information

2.7.1 Bidders are encouraged to submit their respective Bids after visiting the Licensed land site and ascertaining for themselves the site conditions, location, surroundings, climate, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.8 Acknowledgement by Bidder

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

a) made a complete and careful examination of the Bidding Documents;
b) received all relevant information requested from the Authority;

c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority

relating to any of the matters referred to in Clause 2.6 above;

d) satisfied itself about all matters, things and information including matters referred to in Clause 2.6 hereinabove necessary and required for submitting an informed Bid, execution of the Licensed land in accordance with the Bidding Documents and performance of all of its obligations thereunder;

e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.6 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;

f) acknowledged that it does not have a Conflict of Interest; and

g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.8.2 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 the Authority.

2.9 Right to accept or reject any or all Bids

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

2.9.2 The Authority reserves the right to reject any Bid if:

a) at any time, a material misrepresentation is made or uncovered, or

b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

then the Authority reserves the right to:

i. invite the remaining Bidders to match the Highest Bidder/ submit their Bids in accordance with the RFP; or

ii. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.9.3 In case it is found during the evaluation or at any time before signing of the

Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the pre-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 Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Bidder/SPV has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the Concession Agreement or under applicable law.

2.9.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.9.5 The Authority may, in its sole discretion and on grounds of reciprocity, disqualify a Bidder, if any or all of its constituents are entities incorporated in a country where an entity incorporated in India does not have similar rights of bidding for contracts contemplated hereunder.

B. DOCUMENTS

2.10 Contents of the RFP

2.10.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.11.

Invitation for Proposals

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

Appendices

I	Technical Bid for Pre-qualification	Pg 39
II	Financial Bid for Selection of Bidder	Pg 51
III	Power of Attorney for signing of Bid	Pg 52
IV	Bank Guarantee for Bid Security	Pg 54
V	Guidelines of the Department of Disinvestment	Pg 57
VI	Project Site Details	Pg 59

2.10.2 The draft Concession Agreement and Bidding Documents shall be deemed to be part of this RFP.

2.11 Clarifications

2.11.1 Bidders requiring any clarification on the RFP may notify the Authority in writing by speed post/ courier/ special messenger and by e-mail in accordance with Clause 1.2.12. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

2.11.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

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

2.12 Amendment of RFP

2.12.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.12.2 Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders.

2.12.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BID

2.13 Language

2.13.1 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 Bidder 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.

2.14 Format and Signing of Bid

2.14.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.

2.14.2 i) The Bid shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

ii) Bidders has to participate in online tenders and will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act – 2000 using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying authorities if India.

2.15 Submission of Bid

2.15.1 The Bidder shall submit the Bid in the format specified at Appendix-I to VI, together with the documents specified in Clauses 2.14.2 with their respective enclosures and duly signed copy of this RFP (Submit online and offline) except the Appendix – II financial bid (online only). The same is required to submit online only. The bidder shall ensure all bid documents are digitally singed while submitted the bid online.

2.15.2 **Technical Bid** envelope shall contain:

i. Bid in the prescribed format (Appendix-I) along with Annexes and supporting documents;

ii. Power of Attorney for signing the Bid as per the format at Appendix-III;

iii. copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed;

iv. copies of Bidder's duly audited balance sheet and profit and loss account for the preceding five years; and

v. The envelope shall clearly indicate the name and address of the Bidder and shall be addressed to with the following identification:

"Bid for RFP for Selection of an agency for Development, Operation & Maintenance of a Premium Hotel/Resort near Pothiyadada, Dinosaur Park, Diu (2nd Call)"

The Director of Tourism,
Department of Tourism,
Vidhyut Bhavan, 4th floor, Kachigam
Daman - UT of DNH&DD - 396215
Email- dnhddtourism@gmail.com
Phone: 0260 - 2250002

2.15.3 **Financial Bid**:

i. Tender fees & EMD in form of DD/FDR, and all the documents proving the eligibility of the bidder as mentioned at Clause/Section 2.2 (Eligibility of Bidders) of the RFP are the mandatory documents required to be uploaded and hardcopy of the same shall be submitted alongwith the signed & stamped copy of the whole RFP to the RFP Inviting Authority by RPAD/Speed Post. However, RFP inviting Authority shall not be responsible for any postal delay. The said documents can also be deposited in the office of the undersigned. In case the Bidder/s not enclosed any of above documents, he/she/they will be disqualified, and the Financial Proposal shall not be opened.

ii. Bid in the format specified as per the BOQ on https://ddtenders.gov.in **(to be submitted online only)**

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

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

2.16 Bid Due Date

2.16.1 Bids should be submitted before the specified time on the Bid Due Date as specified in Clause 1.3 at the address provided in Clause 2.14.2 in the manner and form as detailed in this RFP.

2.16.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Bidders.

2.16.3 Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.17 Contents of the Bid

2.17.1 The Technical Bid shall be furnished in the format at Appendix–I. The Financial Bid shall be furnished in the format at Appendix-II and shall consist of License rent, to be quoted by the Bidder. The Bidder shall specify (in Indian Rupees) the License rent offered by him, to undertake the Licensed land in accordance with this RFP and the provisions of the Concession Agreement.

2.17.2 The Licensed land will be awarded to the Highest Bidder.

2.17.3 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.17.4 The proposed Concession Agreement shall be deemed to be part of the Bid.

2.18 Modifications/ Substitution/ Withdrawal of Bids

2.18.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.18.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.14, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.18.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

D. EVALUATION PROCESS

2.19 Opening and Evaluation of Bids

2.19.1 The Authority shall open the Technical Bids on the Bid Due Date, at the place specified in Clause 2.14.2 on time specified in Clause 1.3 and in the presence of the Bidders who choose to attend.

2.19.2 Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.18 shall not be opened.

2.19.3 The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 3.

2.19.4 Bidders are advised that selection of Bidders will be entirely at the discretion of the Authority. 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.

2.19.5 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Licensed land is subsequently awarded to it on the basis of such information.

2.19.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

2.19.7 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from Technical capacity of the Bidder.

2.19.8 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with the provisions of Clause 2.9.

2.20 Confidentiality

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

2.21 Tests of responsiveness

2.21.1 Prior to evaluation of Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of the RFP. A Technical Bid shall be considered responsive if:

i. it is received as per format at Appendix-I;

ii. it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.15.2;

iii. it is signed, sealed, bound together in hard cover, and marked as stipulated in Clauses 2.14;

iv. it is accompanied by the Bid Security as specified in Clause 2.1.54;

v. it is accompanied by the Power of Attorney as specified in Clause 2.2.6.

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;

viii. it contains certificates from its statutory auditors in the formats specified at Appendix-I of the RFP for each Eligible Project;

ix. it contains an attested copy of the receipt of the Authority towards the cost of the RFP process as specified in Clause 1.2.3;

x. it does not contain any condition or qualification; and

xi. it is not non-responsive in terms hereof.

2.21.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

2.22 Clarifications

2.22.1 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.22.2 If a Bidder does not provide clarifications sought under Clause 2.22.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority 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 the Authority.

2.23 Pre-Qualification and notification

2.23.1 After the evaluation of Technical Bids, the Authority would announce a list of qualified Bidders who will be eligible for opening of their Financial Bids. At the same time, the Authority would notify the other Bidders that they have not been short-listed. The Authority will not entertain any query or clarification from Bidders who fail to pre-qualify.

2.24 Proprietary Data

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

2.25 Correspondence with the Bidder

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

2.26 Rejection of Bids

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

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

2.27 Validity of Bids

2.27.1 The Bids shall be valid for a period of not less than 180 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

E. BID SECURITY

2.28 Bid Security

2.28.1 The Bidder shall furnish as part of its Bid, a Bid Security/EMD referred to in Clauses 2.1.5 and 2.1.6 hereinabove in the form of a bank guarantee issued by a nationalised bank, or a Scheduled Bank in India in favour of The Additional Director of Tourism, Diu and payable at Diu, in the format at Appendix–VI (the "**Bank Guarantee**") and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

2.28.2 Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of The Additional Director of Tourism and payable at Diu (the "**Demand Draft**"). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

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

2.28.4 Save and except as provided in Clauses 2.1.5 and 2.1.6 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date. Where Bid Security has been paid by demand draft, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

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

2.28.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.28.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and

confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

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

a. a Bidder submits a non-responsive Bid;
b. a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;

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

d. the Selected Bidder fails within the specified time limit –

i. to sign and return the duplicate copy of LOA; or

ii. to sign the Concession Agreement; or

iii. to furnish the Performance Security within the period prescribed therefor in the Concession Agreement.

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

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Bids

3.1.1 Only those Bidders who meet the eligibility criteria specified in Clauses 2.2.3 and 2.2.4 shall qualify for evaluation under this Section 3. Bids of firms who do not meet these criteria shall be rejected.

3.1.2 The Bidder's competence and capability is proposed to be established by Technical Capacity and Financial Capacity.

3.2 Technical Capacity for purposes of evaluation

3.2.1 Subject to the provisions of Clause 2.2.3/2.2.3.1, the following experience would qualify as Technical Capacity and eligible experience (the "**Eligible Experience**") in relation to eligible projects as stipulated in Clauses 3.2.3 and 3.2.4 (the "**Eligible Projects**"):

3.2.1.1 For demonstrating technical capacity and experience (the "Technical Capacity"), the applicant must meet the following criteria within the preceding 5 (five) financial years:

Owned and/or operation, maintenance and management of a functional hotels, resorts, tent cities or equivalent organised hospitality accommodation facilities

or

such that the sum total of operational rooms / keys / accommodation units (including rooms, suites, cottages, villas, tents, creative concepts, cabins or similar independently saleable overnight units) across all eligible properties must exceed 150 keys.

The bidder must have at least one eligible hospitality property with a minimum of 50 operational keys. Other eligible properties (resorts, tent cities, etc.) may be aggregated towards meeting the overall threshold of 150 keys, even where an individual property has fewer than 50 keys. Aggregation of eligible operational keys across such properties is permitted

Note:

- Star-Category & Classification: Formal star classification applies to hotels where available. Premium resorts and tent cities without formal star classification shall be accepted where comparable standards are demonstrated as per the "guidelines for project approval and classification of tented accommodation" (https://tinyurl.com/MoTHRdiv).

- Qualifying O&M experience includes operating hotels, resorts, tent cities, and equivalent facilities. Experience in operating

3.2.2 Eligible Experience shall be measured only for Eligible Projects.

3.2.3 For a project to qualify as an Eligible Project, the entity claiming experience should have held, in the company owning or operating the Eligible Project, a minimum of 26% (twenty-six per cent) equity during the entire year for which Eligible Experience is being claimed.

3.2.4 Double counting for a particular Eligible Project shall not be permitted in any form.

3.2.5 The Bidder shall quote experience in respect of a particular Eligible Project one time only, even though the Bidder individually may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

3.2.6 A Bidder's experience shall be measured and stated as mentioned at Clause 2.2.3.

3.2.7 The Experience determined in accordance with Clause 3.2.6 shall be considered as the Bidder's Eligible Experience for evaluation purposes.

3.3 Details of Experience

3.3.1 The Bidder should furnish the details of Eligible Experience for the last 5 (five) financial years immediately preceding the Bid Due Date.

3.3.2 The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.

3.3.3 The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-I.

3.4 Financial information for purposes of evaluation

3.4.1 The Bid must be accompanied by the Audited Annual Reports of the Bidder for the last 5 (five) financial years, preceding the year in which the Bid is made.

3.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.

3.4.3 The Bidder must establish the minimum Net Worth specified in Clause 2.2.5(ii)/2.4 and provide details as per format at Annex-III of Appendix-I.

3.5 Pre-qualification of Bidder

3.5.1 The credentials of eligible Bidders shall be measured in terms of their technical capacity and financial capacity.

3.6 Selection of Bidder

3.6.1 Subject to the provisions of Clause 2.8.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 2.21 and who quotes the highest License rent offered to the Authority, shall ordinarily be declared as the selected Bidder (the "**Selected Bidder**"). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.6.2 In the event that two or more Bidders quote the same amount of License rent (the "**Tie Bidders**"), the Authority shall identify the Selected Bidder, whoever has more years of eligible experience.

3.6.3 The Authority has invited Bids for the work mentioned in clause 1.1.3.

3.6.4 After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

3.6.4.1 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Concession Agreement within the period

prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

3.6.4.2 The license period shall commence upon execution of the agreement with the successful bidder. The total license term will be 50 years, which will include a development period of 3 years. No license rent shall be charged during the development period.

3.7 Contacts during Bid Evaluation

3.7.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

3.8 Bid Parameter

3.8.1 The Bid shall comprise a License rent, to be quoted by the Bidder in accordance with the provisions of the Concession Agreement. The Bidder who offers the highest License rent, shall ordinarily be the Selected Bidder. The License rent comprising the Bid shall be offered in accordance with the provisions of Clause 3.8.2.

3.8.2 The License rent payable shall be due and payable within 15 (fifteen) days of the commencement of an Accounting Year (Excludes the development period of 03 years). Provided that the License rent for the first Accounting Year shall be paid within 15 (fifteen) days of occurrence of the COD which will exclude the development period of 03 years.

4. FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession

Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

a. "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

b. "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, 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. "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

e. "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID CONFERENCE

5.1 Pre-Bid Conference(s) of the Bidders shall be convened at the designated date, time and place. A maximum of five representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

5.2 During Pre-Bid Conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. MISCELLANEOUS

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

The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

b. consult with any Bidder in order to receive clarification or further information;

c. qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information

d. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or

e. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

6.2 It shall be deemed that by submitting the Bid, the Bidder agrees and relicenses the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

6.3 The Concession Agreement and RFP are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:

a. the Concession Agreement;

b. the RFP.

i.e. the Concession Agreement at (a) above shall prevail over the RFP at (b) above.

APPENDICES

Appendix-I: Technical Bid for Pre-qualification

Letter Comprising the Technical Bid for Pre-qualification

(Refer Clause 2.14.2)

Dated:

To,

Shri _____

Department of Tourism

UT Administration of DNH & DD.

Sub: Technical Bid for pre-qualification for Selection of an agency for Development, Operation & Maintenance of a Premium Hotel/Resort near Pothiyadada, Dinosaur Park, Diu (2nd Call)

Dear Sir,

1. With reference to your RFP document dated …….., I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid purpose. The Bid is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Bidder for the aforesaid purpose, and we certify that all information provided in the Bid and in Annexes I to V is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the operation, maintenance and management of the aforesaid Licensed land.
4. I/ We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We declare that:
    a. I/ We have examined and have no reservations to the Bidding documents, including any Addendum issued by the Authority;
    b. I/ We do not have any conflict of interest in accordance with Clauses 2.2.1 of the RFP document;
    c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.8 and 2.25 of the RFP document.
8. I/ We believe that the Net Worth criteria meets all the requirements as specified in the RFP document and am/ are qualified to submit a Bid.
9. I/ We certify that in regard to matters other than security and integrity of the country, we/ our Associates have not been convicted by a court or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ our associates have not been charge-sheeted by any agency of the Government or convicted by a court.
11. I/ We further certify that no investigation by a regulatory authority is pending either against or our Associates or against our CEO or any of our directors/ managers/ employees[2].
12. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply *mutatis mutandis* to the Bidding Process. A copy of the aforesaid guidelines form part of the RFP at Appendix-V thereof.
13. I/We further certify that we/ our Associates are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any license arrangement, and no bar subsists as on the date of Bid.
14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
15. I/ We acknowledge and agree that in the event of a change in control of a Member or Associate whose Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP, I/we shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify 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 Concession Agreement but prior to commencement of the Appointed Date under the Concession Agreement , it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall, at the sole discretion of the Authority, be liable to be terminated under and in accordance with Clause 2.5 of the RFP without the Authority being liable to us in any manner whatsoever.
16. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority

[2] In case the Bidder is unable to provide certification regarding any pending investigation as specified in paragraph 13, it may precede the paragraph by the words viz. "Except as specified in Schedule …….hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Bid. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for award hereunder.

in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Initiative and the terms and implementation thereof.

17. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
18. I/ We have studied all the Bidding Documents carefully and also surveyed the *****. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of License land.
19. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of Bid as per format provided at Appendix III of the RFP, are also enclosed.
20. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or shall incorporate as such prior to execution of the Concession Agreement.
21. I/ We hereby confirm that we shall comply with the O&M requirements specified in Clause 2.2.3.
22. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
23. I/ We certify that in terms of the RFP, my Net Worth is Rs. ..... (Rupees …….).
24. I/ We offer a Bid Security of Rs……. (Rupees …… only) to the Authority in accordance with the RFP Document. The Bid Security in the form of a {Demand Draft/ Bank Guarantee} has been submitted.
25. 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 License land is not awarded to me/us or our Bid is not opened or rejected.
26. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.
27. I/ We shall keep this offer valid for 180 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

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

Yours faithfully,

Date: (Signature, name and designation of the Authorized Signatory)

Place: Name and seal of the Bidder

Appendix-I

Annex -I: Particulars of the Bidder

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 Project:

3. 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:

f. E-Mail:

4. Particulars of the Authorised Signatory of the Bidder:

a. Name:

b. Designation:

c. Address:

d. Phone Number:

e. Fax Number:

Appendix-I

Annex-II: Technical Capacity of the Bidder[@]

(Refer to Clauses 2.2.3, 3.2 and 3.3 of the RFP)

Bidder	**Project Code**	**Category[$]**	**Experience**
			Number of operational rooms/keys /accommodation units in the hotel, resort, tent city, or equivalent facility"
(1)	(2)	(3)	(4)
	a		
	b		
	c		
	d		
	e		

Annex-III: Financial Capacity of the Bidder

(Refer to Clauses 2.2.3, 2.2.4 and 3.4 of the RFP)

(In Rs. Crore[$])

Bidder type [$$]	**Net Cash Accruals**					**Net Worth**[£€]
	Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 1**
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Single entity Bidder						
TOTAL						

Name & address of Bidder's Bankers:

- For conversion of other currencies into rupees, see notes below Annex-II of Appendix-I.
- A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder
- The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.9.

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
   a. reflect the financial situation of the Bidder or their Associates where the Bidder is relying on its Associate's financials;
   b. be audited by a statutory auditor;
   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 (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders)[3].
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.10.

5. The Bidder shall provide an Auditor's Certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth in accordance with Clause 2.2.4 of the RFP document.

[3] To further explain, Net worth is aggregate value of the paid-up share capital and all reserves created out of the profits and securities, premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation

Appendix-I

Annex-IV: Details of Eligible Projects

(Refer to Clauses 2.2.3 or 2.3, 3.2 and 3.3 of the RFP)

Project Code:

<table>
<tr><th>Item

(1)</th><th>Refer Instruction
(2)</th><th>Particulars of the Project

(3)</th></tr>
<tr><td>Title & nature of the project</td><td></td><td></td></tr>
<tr><td>Category</td><td>5</td><td></td></tr>
<tr><td>Year-wise Number of Rooms in the Hotel</td><td>6</td><td>
<table>
<tr><td>Year</td><td>Number of Rooms</td></tr>
<tr><td>Year 1</td><td></td></tr>
<tr><td>Year 2</td><td></td></tr>
<tr><td>Year 3</td><td></td></tr>
<tr><td>Year 4</td><td></td></tr>
<tr><td>Year 5</td><td></td></tr>
<tr><td>Total</td><td></td></tr>
<tr><td>Five Year Average (Total divided by 5 - No. of rooms to be considered for column no. 5 of the table in Annex-II)</td><td></td></tr>
</table>
</td></tr>
<tr><td>Location and address of the Hotel</td><td>7</td><td></td></tr>
<tr><td>Date of commencement of Hotel</td><td>8</td><td></td></tr>
<tr><td>Equity shareholding (with period during which equity was held)</td><td>9</td><td></td></tr>
<tr><td>Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)</td><td>13</td><td></td></tr>
</table>

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Project in this Annex. Information provided in this section is intended to serve as a back-up for information provided in the Bid. Bidders should also refer to the Instructions below.
2. For a single entity Bidder, the Project Codes would be a, b, c, d etc.
3. A separate sheet should be filled for each Eligible Project.

4. Refer to Clause 3.2.1 of the RFP.
5. The five-year average number of rooms for each Eligible Project for the entire 5 years (total divided by 5) is to be stated in Annex-II of this Appendix-I. The figures to be provided here should indicate the break-up for the past 5 (five) financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 2.2.12)

   Provided that the bidder must have at least one qualifying hospitality facility with 50 operational keys. Additional hotels, resorts, and tent cities may be aggregated to meet the overall threshold of more than 150 keys.
6. Particulars such as name, address and contact details of owner may be provided for all Eligible Projects.
7. The date of commissioning of the project should be indicated for all Eligible Projects.
8. For all Eligible Projects, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.2.3). In case the project is owned/ operated, maintained and managed by the Bidder Company, plicense indicate accordingly (Refer Clause 3.2.3).
9. Certificate from the Bidder's statutory auditor[4] or its respective entity issuing the star categorization certificate must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member/Associate may provide the requisite certification.
10. The Bidder shall provide a certificate from the statutory auditor of the Bidder, or its Associate, in the format below:

[4] In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

Audit Certificate regarding Hotels, Resorts, Tent Cities or Other Hospitality Facilities from the CA

Based on its books of accounts and other published information authenticated by it, this is to certify that ……..*(name of the Bidder/Associate)* is/ was an equity shareholder in ……..*(title of the project company)* and holds/held Rs. ..... cr. (Rupees …….. crore) of equity (which constitutes ……..%[€] of the total paid up and subscribed equity capital) of the project company from ……...*(date)* to ……..*(date)*[¥]. The project was/is likely to be commissioned on .....*(date of commissioning of the project)*.

We certify that.....(title of the project company) {owned/ operated, maintained and managed} a …….(insert name of the hotel) having a capacity of (insert number) residential rooms and the total number of residential rooms{owned/ operated, maintained and managed} by them works out to ……(insert number of residential rooms in words and figure) during the past five financial years with the eligibility criteria calculated in accordance with Clause 2.2.3 of the RFP Document for the Project. The year-wise details are noted below:

(Give year wise details)

……

……

We also certify that the project is in operation from .....and presently functional.

Name of the audit firm:

Seal of the audit firm:
(Signature, name and designation of the authorized signatory)
Date:

11. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.1.3, the Bidder should also provide a certificate in the format below:

Φ Provide Certificate as per this format only. Attach explanatory notes to the Certificate, if necessary. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant or its Associate may provide the certificates required under this RFP.

[€] Refer instruction no. 10 in this Annex-IV.

[¥] In case the project is owned by the Applicant company, this language may be suitably modified to read: "It is certified that …….. (name of Applicant) owned/ operated/ managed the …….. (name of project) from.....(date) to..... (date)."

Certificate from the CA/ Company Secretary regarding Associate[$]

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of..... (*name of the Bidder/ Associate*) is held, directly or indirectly[£], by ..... (*name of Bidder/ Associate*). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.1.3 of the

RFP. A brief description of the said equity held, directly or indirectly, is given below:

{*Describe the share-holding of the Bidder/ the Associate. In the event the Associate is under common control with the Bidder, the relationship may be suitably described and similarly certified herein.*}

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorised signatory). Date:

[$]In the event that the Bidder control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

[£]In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of "control" is not broken.

12. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in Technical or Financial Capacity.

[5] Refer Clause 3.2.6 of the RFP.

Appendix-I

Annex-V: Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To,

Shri _____

Department of Tourism

UT Administration of DNH & DD.

Dear Sir/Madam,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of……..

Appendix-II: Financial Bid for selection of Bidder

(To be uploaded online only)

Sr. No	Particular	Unit	Quoted Amount in ₹
1	License rent to be quoted for the licensing out government land for Development, Operation & Maintenance of a Premium Hotel/Resort near Pothiyadada, Dinosaur Park, Diu (Inclusive of all Applicable taxes)	Per annum	
	Total (Including GST)		

Appendix-III: Power of Attorney for signing of Bid[6]

(Refer Clause 2.2.6)

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

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

IN WITNESS WHEREOF WE,……., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……2…..

For ……..

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Accepted

……

(Signature)

(Name, Title and Address of the Attorney)

[6] 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 shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

Appendix IV: Bank Guarantee for Bid Security

(Refer Clauses 2.2.8)

B.G. No. **Dated:**

1. In consideration of you, ……..……, having its office at....., (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of …… (a company registered under the Companies Act, 1956/ 2013) and having its registered office at …… (and acting on behalf of its company) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the.....Project (hereinafter referred to as "the Project") pursuant to the RFP Document dated …… issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at …… and one of its branches at..... (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.5 read with Clause 2.1.6 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. ……. (Rupees …….. only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .....(Rupees ….....only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be relicensed from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. …… crore (Rupees ……..... crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [……. (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by ..... Bank

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

(Signature of the Authorised Signatory)

(Official Seal)

Appendix-V: Guidelines of the Department of Disinvestment[7]

(Refer Clause1.2.1)

No. 6/4/2001-DD-II
Government of India
Department of Disinvestment

Block 14, CGO Complex
New Delhi.
Dated 13thJuly, 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like Net Worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

a. In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case-to-case basis after considering the facts of the case and relevant legal principles, by the Government of India.

b. In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.

c. In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

[7] These guidelines may be modified or substituted by the Government from time to time.

d. Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

e. The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.

f. Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.

g. Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India

Appendix-VI: Project Site Details

1. Location: S. No. 88/1, Government Land, Near Pothiyadada, Dinosaur Park, Nagoa, Diu
2. Total Area: Appx. 7.5 Acres (30,220 sq.mt.)
3. Land Ownership: Government
4. Site map: (20.7127568,70.9349044)



Appendix- VII

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DRAFT CONCESSION AGREEMENT

This Concession Agreement ("Agreement") is made and executed at **Daman** on this ____day of _____, 2026.

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 S. No. 88/1 admeasuring approximately 7.5 Acres (30,220 sq.mt.) located Near Pothiyadada, Dinosaur Park, Nagoa, Diu, 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 near Pothiyadada, Dinosaur Park, Nagoa, Diu (2nd Call)" 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 near Pothiyadada, Dinosaur Park, Nagoa, Diu"*, 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;

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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

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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.

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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 Fifty (50) 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;

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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

2.8 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.

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

4.1 The Concessionaire shall develop a minimum 200-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

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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 15% after 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

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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 Bank for a sum equivalent to 5% of the total annual license rent × 50

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 50 (Fifty) 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.

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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 s 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;

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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;

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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.

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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

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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

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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;

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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;

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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;

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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:

DRAFT

- **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]

DRAFT

SCHEDULE A

SITE OF THE PROJECT

1. Location: S. No. 88/1, Government Land, Near Pothiyadada, Dinosaur Park, Nagoa, Diu
2. Total Area: Appx. 7.5 Acres (30,220 sq.mt.)
3. Land Ownership: Government
4. Site map: (20.7127568,70.9349044)



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

DRAFT

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: _____

DRAFT