

Request for Proposal

For

Selection of an Agency for Operation and Maintenance of Tourist Complexes at Dudhani & Kauncha as licensee and Development of Luxury Tented Accommodation at same place (II Call)

RFP Ref No: DNH/TOUR/DEV/80/III/377

Issued by:

UT Administration of Dadra & Nagar Haveli

Department of Tourism

Shaheed Chowk, Near Tribal Museum

Silvassa – 396 230

Phone: 0260-2641399

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Selection of an Agency for Operation and Maintenance of Tourist Complexes at Dudhani & Kauncha as licensee and Development of Luxury Tented Accommodation at same place

Date: 08.07.2019

1. UT Administration of Dadra & Nagar Haveli through Department of Tourism (DoT) invites online Proposals for the captioned project from Individual Firms/Companies/Individuals/NGO/Registered Societies for operating and maintaining the existing tourist complexes and for providing 20 or more tents of size 10 ft. x 12 ft. or bigger with required facilities at Dudhani and Kauncha, The Request for Proposal (RFP) document for the project will be available for downloading from websites www.dnhtenders.gov.in and www.dnh.nic.in.
2. The **Pre-Bid meeting** shall be held on 15-07-2019, Monday at 1200 hrs in the office of the Deputy Director of Tourism, Silvassa. The **Bid Due Date** is 22-07-2019 up to 1200 Hrs. Online opening of Technical Bid 22.04.2019 at 1230 hrs.
3. Bidders must submit **Financial Proposal in electronic format only** on www.dnhtenders.gov.in website till the last date and time of submission. Financial Proposal in physical format shall not be accepted in any case.
4. Tender fees & EMD in form of DD/FDR, and all the documents proving the eligibility of the bidder as mentioned at point no. 6 (Eligibility of Bidders) of the RFP are the mandatory documents required to be uploaded and hardcopy of the same shall be submitted 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.
5. DoT reserves the right to amend / modify RFP documents and/or to reject any or all proposals without assigning any reasons thereof.
6. In case bidder needs any clarification or if training is required for participating in online tender, they can contact the following office:

➤ NIC Department, 2nd floor, Secretariat, Amli, Silvassa, Ph. no. 0260 2630800

Sd/-
Deputy Director (Tourism)
Dadra & Nagar Haveli

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1. Tender Information

1	Name of Department	Tourism Department, Dadra & Nagar Haveli, Silvassa.
2	Address for offline Submission of Bid Documents	Office of the Tourism Department, Shaheed Chowk, Near Tribal Museum, U.T. of Dadra & Nagar Haveli, Silvassa-396 230.
3	Name of Project	Selection of an Agency for Operation and Maintenance of Tourist Complexes at Dudhani & Kauncha as licensee and Development of Luxury Tented Accommodation at same place
4	Earnest Money Deposit	Rs. 50,000/- EMD shall be valid for 120 days from the date of opening of tender.
5	Tender Fees	Rs. 1,000/-
6	Minimum Annual License Fee	Rs. 20,00,000/-
7	For any queries contact	Tourism Department, Dadra and Nagar Haveli, Silvassa Tel.- 0260-2641399 Email: dnhtourism@gmail.com
8	Document Downloading Starts	From 08/07/2019 1500 Hrs onwards
9	Pre-bid meeting Date, Time & Venue	15/07/2019 1200 Hrs Venue- Office of the Deputy Director of Tourism, Silvassa
10	Tender submission date online and offline	22/07/2019 1200 Hrs
11	Tender opening date & time (Technical Bid)	22/07/2019 1230 Hrs

2. Introduction

A) Project Details

Department of Tourism, UT Administration of Dadra & Nagar Haveli, envisions developing Kauncha and Dudhani as one of the preferred tourist destinations by augmenting facilities and infrastructure at the site. This would not only provide better amenities to the visitors but also increase the tourist footfall to the site thereby contributing significantly to the economic upliftment of the local populace.

As a part of its various initiatives, the Administration intends to develop Luxury Tented Accommodation along with pertinent facilities and infrastructure such as entrance porch and modern fencing around the area within the premises of Tourism Centre located at Dudhani and Kauncha on the bank of the Daman River to cater the accommodation demand of the tourists. The developer shall also undertake the operation and maintenance of tourist complexes and other facilities, open areas and infrastructure at the project site. He shall be free to rent the complex and shall have to pay an annual fee to Tourism department for this.

In view of achieving its objectives and providing various facilities to the visitors UT Administration of Dadra & Nagar Haveli, through Department of Tourism (DoT) invites RFP for selection of bidder for development of luxury tented accommodation at Dudhani & Kauncha. Total land available at the proposed site is 2.78 hectares. There are some existing structures including cottages, restaurants, garden area, etc, at the site. The balance land is the project site where the luxury tented accommodation is to be developed by the successful bidder.

*****Number of tents can be increased with the permission of the Tourism Department. In such cases the annual license fee shall proportionately increase. However, in financial bid, the agency is required to take only 20 tents in account.**

The Selected Bidder shall be responsible for operating and maintaining the existing tourist complexes and charging rent thereupon from the guests/tourists and for developing 20 or more tents of size 10 ft. x 12 ft. or bigger with required facilities at Dudhani and Kauncha for a period of 5 years renewable for further 5 years.

4. Scope of Work

Scope of work of Operator:

- 1) The successful bidder/developer under this tender shall develop a tented accommodation facility with 20 tents or more of size 10 ft. x 12 ft. or bigger with required facilities. The bidder will also have to undertake the work of operating and maintaining the existing tourist complexes comprising of total 24 rooms out of which 14 furnished rooms are available at Dudhani and 10 furnished rooms are available at Kauncha, the facility of indoor game zone, and garden area is already developed by the DoT at Dudhani which also needs to be operated and maintained by the bidder.
- 2) The developer can also bring in effect other commercial activities like Destination weddings, corporate functions, private events, Health & wellness centre, Play area, Coffee Shop, etc. at the project site for extra income.
- 3) The developer shall be free to charge commercial rent from the tourists but shall have to pay Tourism department an annual license fee for the same.
- 4) No illegal or prohibited activities should be performed.
- 5) The tender for providing the facility of bar and multi cuisine restaurants, serving Veg, Non-Veg food and liquor at Dudhani & Kauncha is already awarded separately to a third party which will be operational soon.
- 6) 2 (two) VIP cottages shall be reserved for the UT Administration of Dadra & Nagar Haveli. These rooms as and when required should be booked in the name of UT Administration on payment basis at the rate of Rs. 1500/- plus applicable GST. This rate should be valid throughout the license/contract period.
- 7) The developer will have to provide regular supervision and inspection as may be necessary to ensure that works are being executed in accordance with the designed concept, working drawing and specification.
- 8) The developer shall bear all the expenditure incurred towards salary/wages of staff, maintenance cost of complexes and tents and all the miscellaneous/sundry expenses.
- 9) The developer shall have to obtain all necessary licenses, permissions, certificates, etc. as per applicable law, rules, regulations, directions, etc from time to time. The Tourism Department will facilitate the Successful Bidder in obtaining the necessary licenses, permissions, etc.
- 10) Developer shall provide tents with required infrastructure & services. Details of infrastructures, facilities & services should be submitted by bidder to the DoT in advance Developer shall also arrange for necessary power supply and water supply in the tented area along with necessary sanitation and waste disposal arrangements.

- 11) The developer will be responsible for cleanliness in and around tents, housekeeping, laundry, security, service staff, garbage disposal, up keeping of the structures, etc. He shall maintain the tents and cottages in habitable and luxury condition.
- 12) The developer should engage enough skilled & trained manpower at the site and should try to retain the existing labourers as far as possible.
- 13) The developer should execute the work with due respect to aesthetics, safety, theme consistent with prevailing industry practices.
- 14) The successful bidder may do construction in the area as per the available FSI.

B. Development Period

Developer shall complete the entire development work of luxury tented accommodation as per the Scope of Work and Guidelines for Tented Accommodation and start operating within 3 months of issuance of Letter of Award

C. Annual License Fee

In lieu of the development and operational rights at the site, the Developer shall pay to the Authority, the Annual License Fee which should not be less than Rs. 20,00,000/-, the Annual License Fee shall be escalated at the rate of 10% per annum and shall be payable within first seven days of the commencement of license year. The successful tenderer will have to deposit the Annual License Fee at least one month in advance in the form of Demand Draft in favour of Deputy Director (Tourism), DNH.

In case of the failure in making the payment of license fee one month in advance, the penal interest at the rate 12% per annum or as may be prescribed from time to time will be charged for a maximum period of 3 months from the due date of payment with written permission from the Deputy Director of Tourism to allow such extension which shall not exceed three months from the due date of payment. In case the Licensee fails to make payment of the annual license fee along with interest as above within 3(three) months from the commencement of the particular year, the License Agreement shall be terminated, and the Security Deposit will be forfeited. In such cases, the Successful bidder shall not have any claim on any investment made in the Licensed Property and the same shall become the property of the Tourism Department. However, the Administrator may, at his discretion, allow further extension to pay the annual rent with interest in case convincing reasons are there to delay the payment of License Fee.

D. License Period

The License Period for the project shall be 5 years renewable for further 5 Years from the Date of Commencement and shall include the period of development of project facilities.

5. Eligibility of Bidders

The Tender Inviting Authority will evaluate the Technical Proposals based on criteria below to check which bidder qualifies for further stage:

Pre-Qualifying Criteria and Background

The tendering firms/agencies are required to submit the following documents compulsory through online as well as in hard copy for Technical Bid, failing which their bids will be summarily rejected and will not be considered without assigning any reason thereof.

- a) Tender Fees of Rs. 1,000/- (non-refundable) and Earnest Money Deposit of Rs. 50,000/- withdrawn in form of the Demand Draft/FDR of any schedule/Nationalized Bank in favour of the “Deputy Director of Tourism, DNH” must be submitted along with the physical documents.
- b) The applicant/bidder can be a person, partnership firm/LLP, company, NGO, or registered society.
- c) Attested copies of Articles of Association (in case of Companies), Bye-Laws and certificates of registration (in case of registered-cooperative Societies) Partnership Deed (in case of Partnership Firms), a declaration that no registration is required in case the registration is not required.
- d) Copy of PAN Card.
- e) Copy of GSTIN Registration Number.
- f) Incorporation certificate (in case of company) of the bidder.

The Bidder should have operated and managed and maintained at least 1 (one) project in similar sector for at least 6 months. Similar sector includes Jungle Resorts / Nature Resorts / Camping Sites/ Accommodation Facilities/ Hotels /timeshare companies/ government entities. Similar Sector includes both Private and Public enterprises.

- g) The Bidder should have achieved a minimum Average Annual Financial Turnover of not less than 40 lakhs in past 3 years.
- h) Tender document duly signed by the firms/agencies with seal.

*****Note: Necessary documentation should be mandatorily submitted Online & Offline both for proving the above-mentioned eligibility criteria.**

6. Submission of Documents

A) Submission of Bid

- i. The amount of price bid, tender fee, EMD, performance security shall be considered only in Indian Rupees.
- ii. The Request for Proposal (RFP) document for the project will be available for downloading from websites www.dnhtenders.gov.in and www.dnh.nic.in
- iii. The bids are invited in two-bid system. The bids by (1) Technical bid has to be submitted through www.dnhtenders.gov.in and physical copy through RPAD / Speed post / by hand to The Deputy Director (Tourism), Tourism Department, Shaheed Chowk, Dadra and Nagar Haveli, Silvassa- 396230 (2) Price bid has to be submitted **ONLINE ONLY** through www.dnhtenders.gov.in
- iv. Non-submission to either way of Physical or online Technical Bid shall be considered invalid & the bid shall be rejected summarily.

B) Physical submission:

A sealed cover containing following two covers shall be submitted by bidder:

Cover A:

- (A) Tender document duly filled and signed and stamped by the valid power of attorney holder.
- (B) All supporting documents, proof, and details as per tender requirement to make the bid responsive for technical evaluation.

Cover B:

(A) A valid Demand Draft/FDR of tender fee & EMD

- The Technical Evaluation will be made on Physical & Online Submission of the tender.
- Bidders shall **not submit** the price bid in physical submission. Such bids shall be considered invalid & shall be out rightly rejected.

C) Online Submission:

- i. Tender Fee & EMD (Scanned Copy), Price/Financial Bid and all mandatory documents shall be submitted online.
- ii. The cost for the preparation and submission of the proposal to reach to the Tender Inviting Authority would be borne by the applicant and shall not be reimbursed.

- iii. Each Proposal, once submitted, constitutes a binding and irrevocable offer to provide the Services on the terms set out in the Proposal (or as amended by Deputy Director, Tourism). The offer once submitted cannot be amended or withdrawn after its date of submission.
- iv. The bidder shall be required to submit the financial bid online in the proforma attached with this document.

7. The Selection Procedure

- i. A technical evaluation of proposals to ensure compliance of the bid with the criteria mentioned in the tender document to provide the services will be carried out.
- ii. The successful bidder shall submit a power of attorney for signing of proposal as per the format at Appendix-2 authorizing the signatory of the bid to sign and execute the contract.
- iii. The Successful Bidder's Bid Security (Earnest Money Deposit) will be returned, without any interest, upon the Bidder signing the License Agreement and furnishing the Bank Guarantee amounting to 5% of the Annual License Fee as "Security Deposit" for the entire license period in a format prescribed by the Tourism Department. The Bank Guarantee shall be irrevocable/unconditional and en-cashable by the licensor without assigning any reasons and the Bank shall honour the claim merely on demand from the licensor without any demur. The Bank Guarantee should be payable by the Bank merely on demands from the licensor, notwithstanding any dispute raised by the licensee or any suit pending in any Court of Law. The Bank Guarantee should be valid for the entire license period. No interest will be payable on such Deposit. The format of the Bank Guarantee is detailed out at Appendix – 1.
- iv. If bidder gets qualified at technical evaluation, they will be shortlisted for price bid opening of selection procedure.
- v. The Tenderer/ Bidder securing the Highest Position (H1) based on financials quoted (Highest Annual License Fees) will be awarded as the successful bidder.
- vi. Deputy Director (Tourism), Dadra & Nagar Haveli reserves the right to make the appointment of the Successful Applicant subject to such further terms and conditions as it considers appropriate in relation to the Tender process and/or the provision of the Services. Deputy Director (Tourism), Dadra & Nagar Haveli shall not be obliged to give any reason(s) for the selection and/or rejection of any Proposal or any part thereof.
- vii. Deputy Director (Tourism), Dadra & Nagar Haveli reserves the right, at any time and in its absolute discretion, to accept or reject Proposals and to suspend, discontinue, modify and/or terminate the Tender process at any time.
- viii. 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.
- ix. The Bid for the work shall remain valid for period (120) days from the due date of submitting of the price bids for this work and the bidders shall not be allowed to withdraw or modify the offer on his own after submitting the bid. If any bidder withdraws or modifies his offer after

submitting the offer, this action will be treated the failure of bidder and Deputy Director Tourism shall without prejudice to any right remedy be at liberty to forfeit in full Earnest Money Deposit absolutely and action will be taken to black list his registration forever and permanent ban in the participation to such Govt. works.

8. Fraud and Corrupt Practices

- i. 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 Work Order and during the subsistence of the License Agreement. Notwithstanding anything to the contrary contained herein, or in the Work Order or the License Agreement, the Authority shall reject a Bid, withdraw the Work Order, or terminate the License Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Licensee, as the case may be, if it determines that the Bidder or Licensee, 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 forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- ii. Without prejudice to the rights of the Authority under Point (i) herein above and the rights and remedies which the Authority may have under the Work Order or the License Agreement, if a Bidder or Licensee, 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 Work Order or the execution of the License Agreement, such Bidder or Licensee 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 Licensee, as the case may be.
- iii. For the purposes of this Clause 8, 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 Work Order or has dealt with matters concerning the License 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 Work Order or after the execution of the License Agreement, as the case may be, any person in respect of any matter relating to the Project or the Work Order or the License 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.

9. General Conditions

- i. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Silvassa, shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- ii. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b. consult with any Bidder in order to receive clarification or further information;
 - c. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - d. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- iii. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- iv. For financial evaluation, The Bidder quoting the highest Annual License Fee to the Authority shall be declared as the Successful Bidder.
- v. The annual License fee shall be absolute and unconditional, and its payment shall not depend on the cost encountered by the firm. Neither change in any circumstances shall absolve the firm of its liability to pay Annual License Fee as mentioned in the financial bid.
- vi. The Authority shall open Financial Proposals of only those Bidders who meet the eligibility criteria specified in Point No. 5 Eligibility of Bidders.
- vii. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this tender document.
- viii. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- ix. The Proposal and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

10. Instruction to the Bidders

- Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power & water, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.
- Bidders requiring any clarification on the RFP may attend the pre-bid meeting on the scheduled date and time as mentioned in the Tender Information above.
- The bids must be received by the Deputy Director (Tourism), DNH at the address as specified in relevant clause not later than the time and date as specified in the tender.
- The Authority may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with relevant clause, in which case all rights and obligations of the Deputy Director (Tourism) and bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.
- Any bid received by the Deputy Director (Tourism), DNH after the deadline of submission of bids after 12:00 Hrs of 22.07.2019 shall be returned unopened to the bidder.
- Withdrawal or Modification of a bid between dead line for submission of bids and the expiration of the original period of bid validity specified in bid form may result in forfeiture of the EMD.
- The bid shall remain valid for a period not less than 120 days from the proposal date (proposal validity period). Tourism Department reserves the right to reject any bid, which does not meet this requirement.
- The tenderer shall have to bear the all expenditure regarding getting temporary connections, all deposits, usage charges and any other chargeable expenses for above services & any other arrangements for tents.
- The tenderer shall also arrange for water supply at his own cost in case of non-availability of water supply connection. This shall include temporary water tanks, all necessary pipelines for arrangement of potable water.
- Fire safety and other safety measures must be followed by tenderer as per prescribed rules & regulations
- All arrears of license fees or any other Govt. local Panchayat dues or any other loss suffered by Govt. of non-fulfilling the conditions thereof on account of negligence or carelessness on the part of the lessee or his agent or servants shall be recovered from the lessee as arrears of land revenue.

- Tourism Department, DNH shall not be responsible and liable for any loss or damage or claim to the structure or goods or other assets or fixtures of lessee on account of theft, fire, water or electricity failure, accidents or any other cause whatsoever.
- Non-fulfillment of the conditions mentioned in this tender document within the specified time limit will make the lessee liable for termination.

A) Performance criteria for renewal of the license period:

Before renewal of the contract, Department of Tourism Shall ensure that licensee has fulfilled following performance criteria:

1. The licensee should have 4 and above rating in online platforms and hotel booking apps. For this purpose, an average of ratings secured in 3 or more such platforms like trip advisor, go ibibo, make my trip, etc. as decided by the Department of Tourism shall be considered.
2. The licensee shall have to keep a complaint box for complaint/feedback/suggestions in premises whose keys will remain with the Tourism Department.
3. There shall not be defaults in payments to be made online to the UT Administration. In case the related bidder/licensee defaults more than twice in its tenure of license period, then the licensee will not be considered for renewal.
4. The licensed premises shall be inspected once in 3 months by authorized officials of Department of Tourism. The premises shall be evaluated on following criteria:
 - a) Cleanliness and Hygiene.
 - b) Upkeep and Maintenance.
 - c) Feedback from clients.
 - d) Resolutions of complaints received against licensee in complaint box or otherwise.
5. For calculating marks an average of these four points shall be considered and marks shall be given out of ten.

Before renewal, licensee should secure an average of more than 6 marks out of 10 in inspections.

- Marks secured by licensee shall be recorded by the department in an inspection register maintained for this purpose.
- Department shall forward all complaints to the licensee for resolution and licensee shall submit a complaint resolution report after each resolution which shall be verified during inspections. A separate register for this purpose shall be maintained by department and licensee both.

B) Penalty clause:

Licensee shall be penalized at the discretion of Deputy Director Tourism/ Director Tourism/ Secretary Tourism's direction 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. 1000 per instance per day subject to a maximum of Rs. 1 Lakh per year.
- 2) Non completion of work of tented accommodation in prescribed time limit- Rs. 1000 for per day of delay subject to maximum 1 Lakhs.
- 3) Not following the directions of Tourism Department given in accordance with the RFP or Concessionaire Agreement. - Rs. 1000 per instance per day.

11- Technical Proposal Submission Letter

Dated:

To,

Deputy Director

Department of Tourism

Shaheed Chowk, Near Tribal Museum

Silvassa – 396 230

Phone: 0260-2641399 Fax

No-0260-2632985

Email: dnhtourism@gmail.com

Sub: Proposal for Project - Selection of an Agency for Operation and Maintenance of Tourist Complexes at Dudhani & Kauncha and Development of Luxury Tented Accommodation at same place

Dear Sir,

1. With reference to the RFP document dated, I/we, having examined the RFP document and understood its contents, hereby submit my/our Proposal for the aforesaid project. The Proposal is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying such Proposal of the Bidders, and we certify that all information provided in the Proposal and in Annexes is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the development, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Proposal statement.
5. I/ We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

7. I/ We declare that:
 - a. I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.
 - b. I/We 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 Point 9 (iii) 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
 - c. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 9 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
9. I/ We believe that we satisfy and meet(s) all the requirements as specified in the RFP document and are qualified to submit a Bid.
10. I/ We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/ We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
12. I/ We further certify that no investigation by a regulatory authority is pending either against us or our Associates or against our CEO or any of our Directors/ Managers/ employees.
13. 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.
14. I/ We understand that the Successful Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate as such, prior to execution of the License Agreement.

15. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
16. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
17. We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement till occurrence of Financial Close in accordance with the License Agreement.

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

Yours faithfully,

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

Name and seal of the Bidder/ Lead Member

ANNEX-I: Details of 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. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - a) Name:
 - b) Designation:
 - c) Company:
 - d) Address:
 - e) Telephone Number:
 - f) E-Mail Address:
 - g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
 - a) Name
 - b) Designation:
 - c) Phone Number:

12. APPENDIX 1: Format of Bank Guarantee for Performance Security

[To be issued by any Nationalized Bank/Scheduled Banks in India]

From:

[Name and Address of Bank/ Financial Institution]

To,

Deputy Director
Department of Tourism
Shaheed Chowk, Near Tribal Museum
Silvassa – 396 230
Phone: 0260-2641399 Fax
No-0260-2632985
Email: dnhtourism@gmail.com

1.[Name of relevant Bidder] (“Bidder”), has in response to a Request for Proposal (“RFP”) issued by Department of Tourism, UT Administration of Dadra & Nagar Haveli (hereinafter referred to as “Authority”) submitted a proposal dated [date to be inserted] (the “Proposal”) for it to cause a company (the “Developer”) to implement the _____ Project.
2.[Name of Bank/Financial Institution](the” Guarantor”) with its registered office at, unconditionally guarantees to pay the Authority upon first written demand and without deduction the sum of Rupees (Rupees in words) (the “Guaranteed Sum”) subject to the conditions set out below.
3. The Guarantor unconditionally and irrevocably promises to pay on demand the Guaranteed Sum, without protest or demur whatsoever upon the receipt of a written demand from the Authority which shall be final and conclusive as against the Guarantor requiring the Guarantor to make payment to the Authority. The written demand made shall specify the occurrence of one or more conditions set out in the RFP and such demand notice shall constitute prima facie conclusive evidence of the occurrence of such events or conditions.

4. No underlying dispute as between the Authority and the Bidder, nor any pending Proposal for interim relief or arbitration proceedings or other legal proceedings shall constitute any ground for prevention, delay or obstruction for making payment to the Authority by the Guarantor and the existence of any disputes or differences or claims in arbitration or otherwise shall not constitute any ground for non-payment on this Guaranteed Sum.
5. The Authority shall notify the Guarantor of its demand for payment of the Guaranteed Sum without any deduction of whatsoever nature and without reference to any claim or counter claim or set off, upon the Authority's notification that:
 - a) upon the occurrence of any of the conditions for default as set out in the License Agreement.
 - b) there has been non-compliance of the conditions precedent as provided in the License Agreement, or as elsewhere referred to in the RFP documents/License Agreement.

Certification by the Authority of the occurrence of such event shall be conclusive and binding on the bank/ financial institution.

6. This Guarantee shall be valid for a period of 300 days from the date mentioned herein.
7. The release of this Guarantee and its return will be exclusively notified by the Authority and in the event of the Authority requiring revalidation or extension of this Guarantee, the Guarantor has accepted and shall be obligated to make such extension in favour of the Authority for a further minimum term of six (6) months and the Bidder is deemed to have made the request for such extension upon the execution and furnishing of this Guarantee in the first instance. The Guarantor shall not refuse such extension, nor shall the Bidder be eligible to file any proceedings for stay or return of Guarantee for any reason whatsoever.
8. This Guarantee shall be valid and effective for enabling the Authority to lodge a claim for payment under the Guarantee till the date of expiry of the term of the Guarantee. The Guarantor shall be obligated to make payment upon the Guarantee forthwith on demand if the claim is lodged within the claim validity period and the obligation to pay would be subject to normal limitation for payment of claims upon a guarantee. Time is of essence for payment and in the event of failure to make payment, the Guarantor shall be obligated to pay compound interest at Two Percent (2%) above the prime lending rate of the Guarantor institution, compounding quarterly in the event of the Guarantor's failure to make payment upon the Guarantee for any reason whatsoever. Payment of interest as provided would be no excuse for delayed payment or non-payment.

9. No change in the constitution of the Bidder, Developer or of the Guarantor shall be a ground for release of the Guarantee and no variation in the RFP documents or the License Agreement made post selection of the Bidder, or post making of the Proposal, shall constitute a variation, which would, subject to the terms and conditions of this agreement, discharge the Guarantor. The Guarantor shall notwithstanding such change, be bound to make payment upon the Guarantee on demand.

10. The Guarantor agrees that it will not assign its obligations under this Guarantee without the prior written consent of the Authority. The Authority will not unreasonably withhold its consent if the proposed assignee is of at least equal financial standing to the Guarantor and the assignee assumes in writing the obligations of the Guarantor under this Guarantee at the same time or before the assignment.

11. This Guarantee binds the Guarantor, its successors and permitted assigns.

SEAL OF [Bank/Financial Institution] NAME

OF [Bank/Financial Institution]

SIGNATURE

NAME

TITLE

DATE

APPENDIX 2: Power of Attorney for Signing of Proposal

(Refer Point No. 7 (ii))

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 Proposal for the _____ [name of the project] proposed or being developed by the Department of Tourism, UT Administration of Dadra & Nagar Haveli (the “Authority”) including but not limited to signing and submission of all Proposals and other documents and writings, participate in Pre Bid Meeting 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 License Agreement and undertakings consequent to acceptance of our Proposal, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/ or upon award thereof to us and/or till the entering into of the License Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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.
- 2.

(Notarised) Accepted

.....

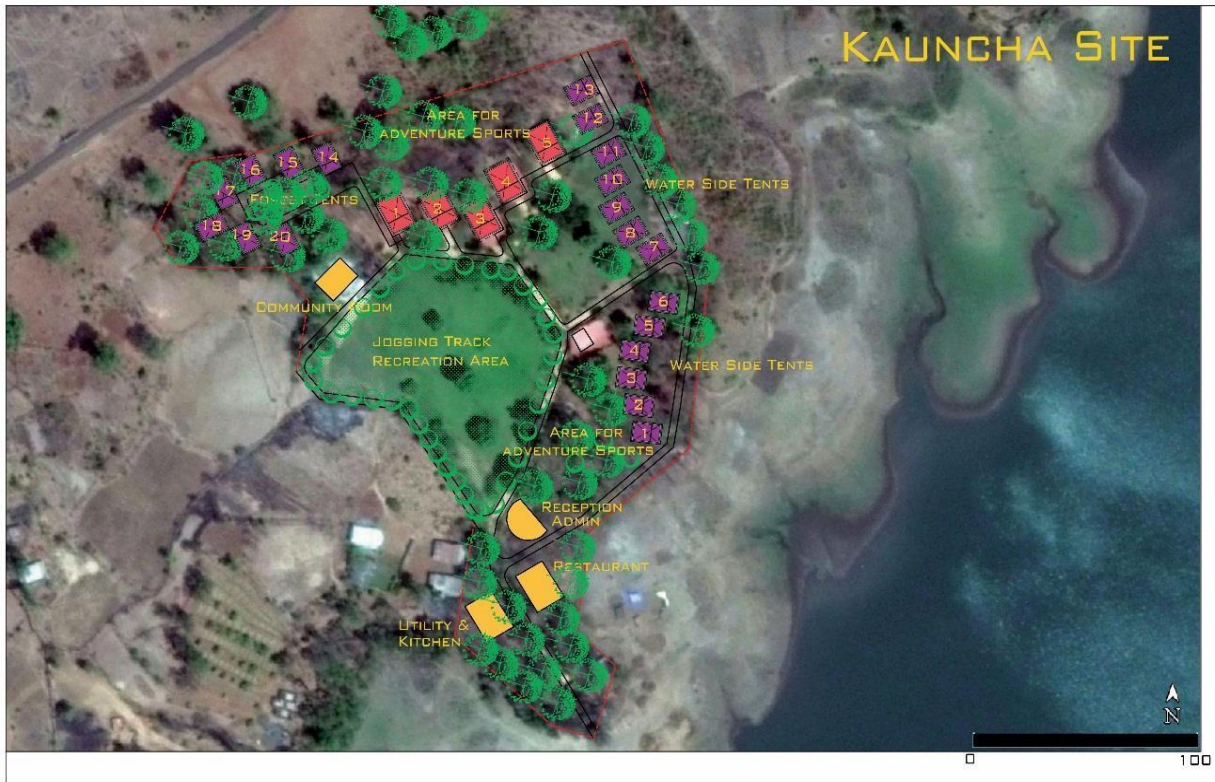
(Signature)

(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

APPENDIX 3: Site Plan



13. FINANCIAL BID

**FINANCIAL BID FOR OPERATION AND MAINTENACE AND FOR PROVIDING TENTS AT
DUDHANI AND KAUNCHA IN DNH**

Sr. No.	Description of site	Rate for 1st Year *
1	Rate quoted for license fee for the 20 tents at Dudhani and Kauncha for first year	
2	Rate quoted for license fee to tourism department for running the Tourist complexes at Dudhani and Kauncha for the first year	
3	Total	

*** Rate offered will increase by 10% every year. Total cannot be less than minimum Annual License Fee of ` 20,00,000/-**

Signature of the Tenderer.

Signature Not Verified

Digitally signed by PRATIMA PRAKSH
GAVHANE
Date: 2019.03.07 13:18:07 IST
Location: Dadra and Nagar Haveli