

# **REQUEST FOR PROPOSAL**

## **Selection of Agency for Operation & Maintenance of Hotel property at Chhapli Sheri, Nani Daman, on Management Contract**

Tender No: 5/96/DDT/CONSUL/2017-18/48 dated 28<sup>th</sup> January 2020

Bid due date: 18-02-2020

up to 1100 hrs.

**Department of Tourism, Daman**

**WEBSITES:** <https://ddtenders.gov.in>

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## **Section 1 RFP**

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

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

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

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

Department of Tourism, Daman, its employees and advisors make no representation or warranty and shall not be liable to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, Statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this e-bid Stage.

Department of Tourism, Daman 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.

Department of Tourism, Daman 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 Department of Tourism, Daman is bound to select a Bidder or to appoint the Selected Bidder or O&M Operator, as the case may be, for the Property and Department of Tourism, Daman 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 Department of Tourism, Daman or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and Department of Tourism, Daman shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Department of Tourism, Daman and the Bidder.

Department of Tourism, Daman reserves its right to withdraw from the process at any stage of the process and/or modify the process or any part thereof or to vary any terms at any time or stage without assigning any reasons whatsoever. In such an event, no financial obligation of whatsoever nature shall accrue to Department of Tourism, Daman or any of its respective officers, employees, advisors or agents.

Each Bidder's procurement of this RFP constitutes its agreement to, and acceptance of, the terms set forth in this Disclaimer. By acceptance of this RFP, the recipient agrees that this RFP and any information herewith supersede document(s) or earlier information, if any, in relation to the subject matter hereto.

## Definitions and Interpretation

### **Definitions:**

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

**‘Authority’** shall mean Department of Tourism, Daman, a department under the UT Administration of Daman & Diu.

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

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

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

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

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

**“INR”** means Indian Rupees

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

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

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

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

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

### **Interpretation:**

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

Words importing singular shall include plural and vice versa, and words importing the masculine shall include the feminine gender and vice versa;



Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP; the table of contents and headings are for convenience of reference only, and shall not be used in and shall not affect the construction or interpretation of this Agreement;

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

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

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

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

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

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

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

## 1. INTRODUCTION

### 1.1. Background

- 1.1.1. The U.T Administration of Daman and Diu, represented by the Department of Tourism, Daman, having its offices at Paryatan Bhavan, Daman, is engaged in the development of tourism and as part of this endeavor, the department has decided to undertake operation and maintenance of the Circuit house building which will provide premium hotel facilities to the tourists.
- 1.1.2. This RFP is about the hotel property (formally Known as Nani Daman Circuit House) located near Chhapli sheri in Daman. This property belongs to the Tourism Department, Daman, UT Administration of Daman & Diu, which has decided to hire a reputed hotel operator for operating and maintaining the aforesaid Property as a 3 star and above category hotel as per Guideline of Ministry of Tourism GoI ("The Property").
- 1.1.3. The circuit House building is located at a prime sea-facing location. The building has 62 (Sixty Two) rooms including 10(ten) suites, kitchen, dining hall, reception room and waiting lounge. The plot area is about 2,192 square meters and the constructed area is about 2,972 square meters (excluding lobby area). The building has amenities such as lifts, fire-fighting equipment and CCTV. The rooms are well furnished.
- 1.1.4. This Request for Proposal ("RFP") is for the selection of an Agency for Operation and Maintenance for the period of 5 years which is extendable for 2 more year 1 year at a time.
- 1.1.5. The RFP contains information with respect to the Project, bid evaluation process, bid submission, and eligibility criteria. Every proposal shall be evaluated in terms of financial and technical capability of the Bidder.

### 1.2. Project Summary

| S.N | Parameters                    | Details  |
|-----|-------------------------------|--|
| o   |                               |  |
| 1.  | Project Title                 | Selection of Agency for Operation & Maintenance of Hotel property at Chhapli sheri, Nani Daman, on Management Contract |
| 2.  | Location                      | Near Chhapli sheri, Nani Daman   |
| 3.  | Authority                     | Tourism Department, Daman  |
| 4.  | Scope of Work                 | Operation and maintenance of the Hotel property on Management Contract on Revenue Share Basis                          |
| 5.  | Details of Project Facilities | Project Facilities shall comprise of: <ul style="list-style-type: none"><li>• Hotel property</li></ul>                 |

|     |                            |  |
|-----|----------------------------|--|
|     |                            | <ul style="list-style-type: none"> <li>• Hotel property</li> <li>• Capacity – 62 rooms</li> <li>• Interiors/ furniture and immovable items (fixtures, fittings etc.)</li> <li>• Support facilities –dining hall, reception room, waiting lounge etc.</li> <li>• Total built-up area (BUA) -Approximately 3945.15 sq mtrs</li> <li>• Any other associated facility located within the Project Site.</li> </ul> <p>(For details, please refer to Appendix D1 of the RFP)</p> |
| 6.  | Format                     | Management Contract on Revenue Share Basis   |
| 7.  | Term of the Agreement      | 5 Years (Extendable by 2 more years 1 year at a time)  |
| 8.  | Payments to the Authority  | <p><b>Payment to the Authority: Higher of</b></p> <ul style="list-style-type: none"> <li>• %age revenue share of gross revenue from the Project, to be quoted by Bidder</li> </ul> <p>Minimum Guarantee Payment – INR 85 Lakh per annum Payable in two Installment.<br/>(Minimum Guarantee to be increased at a rate of 5% per year).</p>  |
| 9.  | Bid Variable               | %age of gross revenue share (subject to a minimum 10% of the Gross Revenue)  |
| 10. | Other Financial Covenants  | <p><b>Bid / Proposal Security (EMD):</b> INR 10 Lakh (Rupees Ten Lakh only), via Demand Draft in favour of Deputy Director (Tourism), Daman</p> <p><b>Performance Security:</b> INR 85 Lakh (Rupees eighty five Lakh only), in the form of Bank Guarantee</p>  |
| 11. | Contact Person - Authority | <p>Deputy Director (Tourism), Daman</p> <p>Telephone No : 0260-2250002</p> <p>Email ID :- damantourism2013@gmail.com</p>   |
| 12. | RFP processing fee         | Non-refundable INR 10,000/- (Rupees Ten Thousand Only)   |

### 1.3. Important Dates:

| Sr. No | Event Description                              | Date                                   |
|--------|--|--|
| 1      | Availability of Bid Documents at online portal | 28-01-2020                             |
| 2      | Last date for receiving queries                | 04-02-2020 up to 1100 hrs.             |
| 3      | Pre-Bid Conference                             | 05-02-2020 from 1100 hrs. to 1300 hrs. |

| <b>Sr. No</b> | <b>Event Description</b>                                     | <b>Date</b>                                      |
|---------------|--|--|
| 4             | Authority response to queries latest by                      | Not later than 10 (ten) days of Bid Due Date     |
| 5             | Last date for downloading the Bid documents from the website | 18-02-2020                                       |
| 6             | Last date for Submission of e-bids                           | 18-02-2020 up to 1100 hrs.                       |
| 7             | Opening date and time of technical e-bids                    | 19-02-2020 at 1100 hrs.                          |
| 8             | Announcement of short- listed Bidders at qualification stage | To be intimated                                  |
| 9             | Opening date and time of Financial Bid                       | To be intimated                                  |
| 10            | Issue of Letter of Award                                     | To be intimated later                            |
| 11            | Validity of Bids   | 180 (one hundred eighty) days from Bid Due Date. |
| 12            | Signing of Operation and Maintenance Agreement               | Within 60 days of issue of LOA.                  |

## 2. Scope of Work

### 2.1. Extent of the Property

- 2.1.1. Tourism Department, Daman, UT Administration of Daman and Diu, (the Authority) have a hotel Property in Daman near Chhapli sheri, Daman which is spread over a total area of the plot at approximately 2678 Sq m. The Authority is inclined to appoint a hotel operator to:
- Operate maintain and promote the hotel property as a 3 star and above category hotel as per Guidelines of Ministry of Tourism Govt. (**The Property**)
- 2.1.2. The property shall be given to the Operator on Management Contract (Operation, Maintain and Transfer) basis as elaborately mentioned in various provisions of the Draft Agreement. Moreover, it is be noted that the Authority shall retain ownership of the land and all facilities, including Project Facilities, at all times.
- 2.1.3. The Agreement Period for the Project shall be 5 (Five) years which is extendable for 2 more year 1 year at a time.

### 2.2. Responsibilities of the Authority

- 2.2.1. The Authority shall be responsible for handing over the completed Project Facilities to the Operator within the stipulated timeframe given in Agreement. The Project Facilities shall be handed over to the operator with completed civil and interior/Furniture works as detailed in Appendix-D1 to this RFP. The Authority shall provide the property complete with immovable assets, Furniture, interiors & fit-outs for furnishing of the Project Facilities on “as is where is basis” for the purpose of operations and maintenance.
- 2.2.2. The Authority shall be responsible for providing basic utilities including water connection, power connection and HVAC to the property up to tap-off point outside the building.
- 2.2.3. The Authority may facilitate without any obligation for obtaining all licenses from relevant authorities for the operation of the hotel.

### 2.3. Rights and Responsibilities of the Operator

- 2.3.1. The Operator shall procure and manage on its own, all movable/consumables items including crockery, bed linens, toiletries, utensils, cutlery, stationary etc. necessary for Hotel operations. The procurement shall be completed before Commercial Operations Date (COD) within 90 days from the Appointed Date. The Operator shall not harm / damage the civil structure of the Hotel property, nor shall it make any additions to the existing structure.

- 2.3.2. The Operator shall be responsible for complete operation and maintenance of the Project Facilities in accordance with good industry practices along with expenditure.
- 2.3.3. The Operator shall have the exclusive right to market, manage bookings, fix charges / rates and retain revenues from operations of the Project Facilities. However, at the end of each quarter, the operator will provide a detailed breakup of the revenue to UT Administration. The Operator shall be responsible for bearing all the expenditure associated with operation and maintenance of project facilities.
- 2.3.4. Maintain the entire hotel property including but not limited to building, garden, public area and movable properties like furniture, electrical installations, etc. in good condition during the entire operations period and shall compensate the UT Administration for any damages to such properties at the end of contract period.
- 2.3.5. The Operator shall be allowed to sub-license the allied Project Facilities like spa, restaurant, gym, conference facility, swimming pool and the like. The operator cannot sub lease the operation and maintenance of the property. All such sub-licenses shall be co-terminus with the Agreement. The Operator shall obtain prior approval of the Authority for a format of the standard sub-license agreement before its execution with any sub-licensee. In case, any deviation in this format of standard sub-license agreement is required, the Operator shall again obtain prior approval of the Authority before entering into an agreement with the sub-licensee.
- 2.3.6. Recruit the managers and staff in the Hotel for its smooth functioning and to maintain the level of service as required for the property.
- 2.3.7. No additions, alterations, modifications to the existing building shall be made in any manner without the written consent of the Secretary (Tourism).
- 2.3.8. The building, furniture and other properties shall be insured against fire, rioting and other possible losses and the insurance policy.
- 2.3.9. Upon expiry or termination of the Agreement, the Operator shall promptly handover the property / facilities to the Authority, free of all liabilities and encumbrances in same condition which was they received at the start of the tenure. The property / facilities, including all movable and immovable assets. It must be noted that this will not include any movable items brought in by the Operator during the Project tenure.
- 2.3.10. In lieu of the rights granted for Concession Period, the Operator shall make certain payments (as per Financial Proposal) to Authority.
- 2.3.11. Maintain books of accounts as per proper accounting standards and will have them audited by statutory auditor on a yearly basis.

- 2.3.12. The Operator must reserve 4 Room for UT Administration Diu, for UT Administration employee with discounted rate (as per employee eligibility). These rooms can be booked for public only with prior consent of Collector Daman.
- 2.3.13. The Operator must reserve additional 10 room on 48 hrs notice as per request given by Secretary (Tourism) / Tourism department Daman, for UT Administration employees on Current room Tariff.
- 2.3.14. The Successful Bidder shall obtain all licenses from relevant authorities for the operation of the hotel.

## 2.4. Commercial Consideration

- 2.4.1. **Payment to the Authority:** The Operator shall pay to the Authority in two Installment, payable every 6 months, equivalent to higher of;
- i. **Revenue Share** as a %age (To be quoted as bid variable by the Bidder, (subject to a minimum 10% of the Gross Revenue) of the Gross Revenue for the period.
  - ii. **Minimum Guarantee Payment of that period** - INR 85 Lakh (eighty five lakh) per annum, Payment shall be made in two installment, Minimum Guarantee payment will be increase at a rate of 5% per year.

The term “**Installment**” shall mean a period of 6-month at the end of which the Payment shall be due and payable to the Authority.

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

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

- a. Date for which the Operator takes the first booking for the property;
- b. A date 90days from the Appointed Date.

The term “**Gross Revenue**” shall mean total gross revenue received by the Operator from the property (prior to the deduction or allowance of operational expenses (including fee of sub-license operator and/or salary), taxes, etc.) and include:

**Income from Hotel:** The Operator shall be entitled to charge for services, including room rental, Conference Hall, executive lounge, food and beverage etc., provided at the proposed property.

**Miscellaneous Income:** Any other income that the Operator may receive for other services offered, pursuant to its rights and responsibilities related to this Project.

2.4.2. All Payments to the Authority shall be made by the Operator within 15 days from the last day of any installment period.

- the first Installment Payment to the Authority shall be made within 15 days from the end of the First Installment Period.
- the last Installment Payment to the Authority shall be made within 15 days from the Expiry Date / Termination Date of the Agreement.

2.4.3. **Performance Guarantee:** The Selected Bidder shall deposit with the Authority upon signing of the Agreement, Performance Security of INR 85 Lakh (Rupees eighty five Lakh only) in the form of a bank guarantee valid till 180 days from expiry of project tenure.



### 3. Brief description of bidding process

#### 3.1. Bidding Process

Department of Tourism, Daman has adopted an online bidding process for selection of an operator for awarding the Property collectively referred to as the "Bidding Process" for selection of the Bidder for award of the Property. The e-tendering process is online at e-portal (URL: - <https://ddtenders.gov.in/>).

- I. The Bidders (the "Bidders"), which expression shall, unless repugnant to the context be required to upload their Bids (the "Bids") online in two parts i.e.
  - a. Technical Bid.
  - b. Financial Bid.
- II. The Bidder shall pay to Department of Tourism, Daman a sum of Rs. 10,000/- (Rupees Ten Thousand Only) as the cost of the RFP document. The cost paid in the form of a Demand Draft issued by one of the Scheduled Commercial Banks in India in favor of '**Deputy Director (Tourism), Daman**, payable at Daman. The copy of the Demand Draft should be uploaded along with technical bid submission at e-portal. The original demand draft should be submitted as per clause No 6.3.4
- III. The e-bid shall be summarily rejected if it is not accompanied with the details of payment of the Bid processing fee.
- IV. The evaluation stage of the Bidding Process involves evaluation of technical bids in accordance with provisions of this RFP. At the end of this stage, Department of Tourism, Daman shall shortlist qualified Bidders fulfilling the qualification criteria.
- V. The Bidders shortlisted after qualification stage shall be eligible for opening and evaluation of their Financial Bids.
- VI. The Bidding Documents inter alia include the draft Operation and Maintenance Agreement for the Property. The aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
- VII. Bid Security/EMD/Proposal Security of Rs. 10,00,000/-(Rupees Ten Lakh Only) (the "Bid Security"), will remain refundable not later than 60 (sixty) days from the Bid Due Date or the selection of the Selected bidder, whichever is later, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a performance security in terms of the Bidding Documents ("Performance Security") or the expiry of 180 (one hundred eighty) days of the Bid Due Date, whichever is earlier. Bid Security shall be refunded without any interest.
- VIII. Selected bidder must submit a bank guarantee of Rs 85,00,000/- (Eighty five Lakh Only) valid for period of 5 year from effective date. The selected bidder must also agree to extent duration of validity of performance security in mutual agreement with the Authority.

- IX. Performance security shall be submitted in the form of Bank Guarantee from the Scheduled Bank having branch at Daman.
- X. During the bidding stage, Bidders are entitled to examine the Property in detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Bid for implementation of the Property.
- XI. The Bidder may submit their queries, if any, before the last date of receiving queries as specified in this RFP. Department of Tourism, Daman shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process. However, queries received after prescribed date shall not be entertained.

### 3.2. Schedule of Bidding Process

3.2.1. The Authority shall endeavor to adhere to the following schedule:

| Sr. No. | Event Description  | Date   |
|---------|--|--|
| 1       | Issue of Bid Documents                                       | 28-01-2020                                   |
| 2       | Last date for receiving queries                              | 04-02-2020 up to 1100 hrs.                   |
| 3       | Response to queries latest by                                | Not later than 10 (ten) days of Bid Due Date |
| 4       | Pre-Bid Conference   | 05-02-2020 from 1100 hrs. to 1300 hrs.       |
| 5       | Bid Due Date<br>(Submission of Technical Bid online)         | 18-02-2020 up to 1100 hrs.                   |
| 6       | Evaluation of Technical Proposal (Bid)                       | 19-02-2020 at 1100 hrs.                      |
| 7       | Announcement of Short-listed Bidders                         | To be intimated                              |
| 8       | Opening date and time of Financial Bid                       | To be intimated                              |
| 9       | Issue of Letter of Award                                     | To be intimated later                        |
| 10      | Acceptance of LoA  | Within 14 days of issue of Letter of Award   |
| 11      | Signing of Agreement between the Authority & Selected Bidder | Within 60 days of issue of LOA.              |
| 12      | Validity of Bids   | 180 days of Bid Due Date                     |

### 3.3. Pre-Bid Conference

3.3.1. A Pre-Bid Conference shall be held to clarify issues and to answer questions on any matter that may be raised at that stage. The date, time and venue of the Pre-Bid Conference shall be:

Date: 05-02-2020

Time:-1100 Hrs. to 1300 Hrs.

Venue: -

Time:-1100 Hrs. to 1300 Hrs.

Venue: - Chamber of Secretary (Tourism),  
Secretariat, Moti Daman

UT of Daman & Diu

Pin 396220 E-mail: [damantourism2013@gmail.com](mailto:damantourism2013@gmail.com)

Or a venue intimated on the portal (<https://ddtenders.gov.in>)

- 3.3.2. The Bidder should send in their queries at least 1 day before the date mentioned in the Pre-Bid conference in the following format:

| Sl. No | RFP Document<br>Page No. | Existing<br>Provision | Clarification<br>required | Suggested change |
|--------|--------------------------|-----------------------|---------------------------|------------------|
|        |                          |                       |                           |                  |
|        |                          |                       |                           |                  |
|        |                          |                       |                           |                  |

- 3.3.3. During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Department of Tourism, Daman. The Department of Tourism, Daman 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.

## **4. Instructions to Bidders**

### **4.1. Scope of the Bid**

- 4.1.1. Department of Tourism, Daman wishes to receive Bids in order to select experienced and capable Bidders for the Property. The Financial bids of bidders fulfilling the Technical qualification criteria shall be subsequently evaluated.

### **4.2. General terms of Bidding**

- 4.2.1. The Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Property before submitting their Bids and satisfy itself of the title, ownership, physical condition of the Property and the assets lying therein and Department of Tourism, Daman has made no representation and/ or warranty, express or implied, as regards the Property, including but without limitation to the quality, condition, merchantability and suitability thereof.
- 4.2.2. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Operation and Maintenance Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Operation and Maintenance Agreement.
- 4.2.3. Any condition or qualification or any other essential stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 4.2.4. The documents including this RFP and all attached documents, provided by Department of Tourism, Daman are and shall remain or become the properties of Department of Tourism, Daman 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. Department of Tourism, Daman will not return to the Bidders any Bid, document or any information provided along therewith.
- 4.2.5. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical advisor of the Tourism Department, UT of Daman and Diu, in relation to the Property is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Property during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Operation and Maintenance Agreement. In the event any such advisor is engaged by the Selected Bidder or O&M Operator, as the case may be, after issue of the LOA or execution of the Operation and Maintenance.

- 4.2.6. Agreement for matters related or incidental to the Property, then notwithstanding anything to the contrary contained herein or in the LOA or the Operation and Maintenance Agreement and without prejudice to any other right or remedy of Department of Tourism, Daman, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which Department of Tourism, Daman may have thereunder or otherwise, the LOA or the Operation and Maintenance Agreement, as the case may be, shall be liable to be terminated without Department of Tourism, Daman being liable in any manner whatsoever to the Selected Bidder or O&M Operator for the same. For the avoidance of doubt, this disqualification shall not apply where such advisor 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 advisor is engaged after a period of 3 (three) years from commencement of the Property.
- 4.2.7. This RFP is not transferable.
- 4.2.8. Award of contract pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 4.2.9. No Bidder shall submit more than one Bid for the Project. Violation of this shall lead to disqualification of the Bidder.
- 4.2.10. Any currency for the purpose of the Proposal / Bid shall be in form of Indian National Rupee (INR).
- 4.2.11. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. Department of Tourism, Daman will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 4.2.12. Department of Tourism, Daman reserves the right to verify all statements, information and documents submitted by the Bidder in response to this RFP and the Bidder shall, when so required by the Department of Tourism, Daman, make available all such information, evidence, and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Department of Tourism, Daman shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Department of Tourism, Daman there under.
- 4.2.13. Department of Tourism, Daman 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.

- 4.2.14. Save and except as provided in this RFP, Department of Tourism, Daman shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.
- 4.2.15. Department of Tourism, Daman may also on its own motion for any reason, if deemed necessary, issue interpretations and clarifications to all Bidders through the issuance of Addenda through its website - <https://ddtenders.gov.in> at any time prior to the proposal date. The clarifications and interpretations can be the Department's own initiative or in response to clarifications requested by the Bidder and shall be deemed to be part of this RFP and binding upon all the Bidders. Verbal clarifications and information given by Department of Tourism, Daman or its employees or representatives shall not in any way or manner be binding.
- 4.2.16. The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. Department of Tourism, Daman, reserves the right to reject any Proposal that does not meet this requirement. Proposal Validity Period and/or Proposal Security shall be extended for a specified additional period at the request of Department of Tourism, Daman. A Bidder agreeing to the request will not be allowed to modify his Proposal, but would be required to extend the validity of his Proposal Security for the period of extension. The Proposal Validity Period of the Successful Bidder shall be extended till the date of execution of the Agreement.
- 4.2.17. Bids shall be deemed to be under consideration immediately after they are opened and until such time the Department of Tourism, Daman makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, Department of Tourism, Daman and/ or their employees/ representatives on matters related to the Bids under consideration.
- 4.2.18. It would be deemed that prior to the submission of Proposal, the Bidder has made a complete and careful examination of:
- a. The requirements and other information set forth in this RFP Document.
  - b. The various aspects of the Project including, but not limited to the following:
    - i. The Project Site, Project Facilities, structures, access roads and public utilities in the vicinity etc.;
    - ii. All other matters that might affect the Bidder's performance under the terms of this RFP Document, including all risks, costs, liabilities and contingencies associated with the Project.

## **5. Eligibility Criteria**

The Bidder, for qualification and selection, may be an existing company incorporated under the Indian Companies Act, 1956/2013, or a Consortium thereof, coming together to implement the project. Such consortium shall necessarily incorporate a Company (SPV), within 60 days from the date of issuance of LOA or such extended period as may be reasonably allowed by Department of Tourism, Daman and prior to the execution of Operation and Maintenance Agreement (the “O&M Operator” or “Operator”) which shall be responsible for financing, operation and maintenance of the Property for the Term of 3 (Three) years, in accordance with the Operation and Maintenance agreement (the “Operation and Maintenance Agreement” or “Agreement”), to be entered into between the Selected Bidder and Authority in the form provided by Department of Tourism, Daman as part of the Bidding Documents pursuant hereto. The O & M Operator shall be engaged as a service provider and the Property shall be given on as-is-where-is basis.

### **5.1. Proposal Submitted by a Consortium**

5.1.1. There can be a maximum of 3 (Three) members in a Consortium, who can be individuals, Partnership firms limited liability partnerships and/ or companies. However, after the expiry of the Lock- in Period (defined herein below), this number may be increased to a maximum of 3 (Three) members.

5.1.2. The financial eligibility criteria set out in Clause 5.2 below must either be satisfied:

- a. by the Lead Member of the Consortium; or
- b. jointly by all the members of the Consortium in proportion to their respective shareholding in the SPV as contemplated in Clause 5.2.1 below;

And the technical eligibility criteria set out in Clause 5.3.1 below must be satisfied by any one member of the Consortium.

5.1.3. The Joint Bidding Agreement to be signed by all Consortium members and uploaded along with the e-bid, setting out inter-alia the shareholding pattern of the SPV and clearly indicating the Lead Member's shareholding in the SPV which should not be less than 51% (Fifty-one percent) of the paid-up share capital of the SPV.

- 5.1.4. No change in the constitution of consortium will be allowed except in accordance with the provisions of this RFP and the Operation and Maintenance Agreement. Proposals submitted by a Consortium must provide a written agreement (Joint Bidding Agreement) to be signed by each member in that Consortium and a letter on their respective letter-head(s) duly signed by the authorized signatory of the member(s) (where applicable) and in case of individuals, on a plain paper signed by such member, indicating the proposed equity ownership of such member in the SPV in terms of the Joint Bidding Agreement. One of the Consortium members would be required to be nominated as lead member (“Lead Member”).
- 5.1.5. The Consortium shall, inter alia form a Special Purpose Vehicle (SPV) registered under **the Companies Act 2013** in India for the implementation of the agreement. SPV shall be formed after issuance and acceptance of Letter of Award (“LOA”) within 60 (sixty) days from the date of issue of LOA or such extended period as may be reasonably allowed by Department of Tourism, Daman and prior to the execution of the Operation and Maintenance Agreement. The SPV would enter into an Operation and Maintenance Agreement and subsequently carry out all the responsibilities of the Operator and undertake the management of the Property as stipulated in the Operation and Maintenance Agreement. The proposed shareholding of the members of the Consortium in the SPV must be in compliance with the criteria specified in the RFP document. However, the membership structure of the Bidder shall not be changed by the Bidder except in accordance with the provisions of this RFP and the Operation and Maintenance Agreement.
- 5.1.6. In case of a Consortium, the following requirements pertaining to the paid-up share capital of the SPV shall be complied with:
- a. The Lead Member of the Consortium shall maintain a minimum equity component of at least 51% (Fifty-one percent) for a period of 3 (three) consecutive years commencing from the commercial operation date (“Lock-in Period”), in the SPV so formed under this Clause. The Lead Member, however, may dilute its shareholding in the SPV after the expiry of the Lock-in Period.
  - b. All other members of the Consortium shall jointly hold the remaining paid up share capital of the SPV on a fully diluted basis for a minimum period of 3 (three) years commencing from the COD.
  - c. Any dilution in the shareholding of the SPV (whether by fresh issue of shares or securities convertible into shares or direct or indirect transfer or both) will require the prior written consent of Authority.
  - d. Notwithstanding anything to the contrary contained in this RFP, the exit related provisions contained in this Clause 5.1.6 will only be applicable in case of a Consortium.



- 5.1.7. All Members of the Consortium shall be liable jointly and severally for the O & M of the Property in accordance with the terms of the Operation and Maintenance Agreement and a statement to this effect shall be included in the Joint Bidding Agreement. Department of Tourism, Daman may require such documents/ undertakings/ indemnities as it may deem fit from consortium members before or at the time of issuance of LOA/ signing of the Operation and Maintenance Agreement.
- 5.1.8. Subject to the provisions of Clause 5.1.6 above, the Lead Member nominated at the time of submission of the Proposal shall continue to be the Lead Member of the Consortium. Such Lead Member shall hold authorization in the form of Power of Attorney. The Proposal must designate one or more person(s) to represent the Bidder in its dealings with Department of Tourism, Daman. Unless specifically advised to the contrary, Department of Tourism, Daman will assume that the person (s) designated is authorized to perform all tasks, including, but not limited to, providing information, responding to inquiries and entering into contractual commitments on behalf of the Company or the Consortium as the case may be.
- 5.1.9. Each member of the Consortium shall upload a signed letter (on its letter head, if applicable, or on a plain paper in case of individuals) with the Proposal, which states that, the said member:
- a. Has reviewed the entire Proposal/ Bid.
  - b. Is in accordance with each key element of the Proposal/ Bid, including, but not limited to, its technical and price components, description of the member's responsibilities and commitments to the Property, and the designated person(s) who will represent the Consortium during the negotiation process. Any substantive exception or caveat should be addressed in the enclosed letter.
  - c. Has participated in only one Proposal/ Bid for this Property.
  - d. Each of the Consortium members will be jointly and severally liable to Department of Tourism, Daman.
- 5.1.10. All pertinent information that may affect the performance of the responsibilities of any Consortium member such as ongoing litigation, financial distress, or any other such matter must be disclosed with the Proposal.

## **5.2. Financial Eligibility criteria**

- 5.2.1. The Bidder should have a minimum positive Net Worth of at least INR 3,50,00,000 (Indian Rupees Three crores Fifty Lakhs only) in the close of preceding financial year. The Bidder must establish the minimum positive Net Worth specified and provide details as per format of Appendix-B2.

In case of a Consortium, the minimum positive Net worth as specified above shall either be satisfied:

- a. by the Lead Member of the Consortium; or

- b. by all the members jointly to be calculated by aggregating the Net Worth of each member of the Consortium,

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; and
- b. The difference between the total assets and total liabilities, as per the audited financial statements of the bidders, being individuals undertaking any business and maintaining a balance sheet, partnership firms and LLPs.
- c. The difference between the total assets and total liabilities, details of which have been submitted by the bidder in the statement of assets and liabilities of a bidder in the form set out in Appendix B2 Part 1 as part of the Technical Bid ("Statement of Assets and Liabilities"), in case of bidders being individuals other than those mentioned in (b) above.

For the purpose of this RFP, total assets mean the total assets of a bidder (in case of a Consortium, of each of its Member) as indicated by the Bidder in its audited financial statements or the Statement of Assets and Liabilities, as the case may be and total liabilities means the total liabilities of Bidder (in case of a Consortium, of each of its Member) as indicated in its audited financial statements or the Statement of Assets and Liabilities, as the case may be.

- 5.2.2. The Bid must be accompanied by a valuation report issued by an approved valuer certifying the market value of assets which have been included in the Statement of Assets and Liabilities, the annual audited annual accounts along with the audit reports, by the statutory auditor/ independent chartered accountant (as the case may be) as specified in Clause 7.3.1 (h) and the annual reports (if applicable) of the Bidder (of each Member in case of a Consortium) for the last 3 (three) accounting years, preceding the year in which the Bid is made i.e., 2018-19, 2017-18, and 2016-17.

### **5.3. O&M Experience:**

#### **5.3.1. Eligibility Criteria**

The Bidder, in order to be eligible, must satisfy the following O&M experience eligibility criteria:

- i. Multinational chains or a standalone operator operating at least a 3-star category hotel as per Ministry of Tourism guidelines or "A" Category Hotel as per Goa, Daman & Diu tourism Act, having total 5 (five) years of experience.

In case the Bidder operates a 3-star, or “A” category or above category hotel, the Bidder shall also submit a copy of the star categorization certificate issued by Ministry of Tourism or Goa/Daman/ Diu Tourism Department

#### 5.3.2. Site visit and verification of information

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

#### 5.3.3. Acknowledgement of the Bidders

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

- a. made a complete and careful examination of the Bidding Documents;
- b. received all relevant information requested from Department of Tourism, Daman;
- c. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of Department of Tourism, Daman relating to any of the matters referred to in Clause 5.3.2 above;
- d. satisfied itself about all matters, things and information including matters referred to in Clause 5.3.2 herein above necessary and required for submitting an informed Bid, execution of the Property in accordance with the Bidding Documents and performance of all its obligations thereunder;
- e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 5.3.2 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations etc. from Department of Tourism, Daman, or a ground for termination of the Operation and Maintenance Agreement by the O&M Operator;
- f. acknowledged that it does not have a conflict of interest; and
- g. agreed to be bound by the undertakings provided by it under and in terms hereof

- 5.3.4. Department of Tourism, Daman 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 Department of Tourism, Daman.

#### **5.4. Verification and disqualification**

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

- 5.4.2. Right to accept and reject any or all bids

Notwithstanding anything contained in this RFP, Department of Tourism, Daman reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by Department of Tourism, Daman, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by Department of Tourism, Daman shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of Department of Tourism, Daman thereunder.

- 5.4.3. Department of Tourism, Daman reserves the right to reject any e-bid and appropriate the Bid Security if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. The Bidder does not provide, within the time prescribed by Department of Tourism, Daman, the supplemental information sought by Department for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified / rejected, then Department of Tourism, Daman reserves the right to take any such measure as may be deemed fit in the sole discretion of Department of Tourism, Daman.

- c. In case it is found during the evaluation or at any time before signing of the Operation and Maintenance Agreement or after its execution and during the period of

subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the O&M Operator either by issue of the LOA or entering into of the Operation and Maintenance Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the 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 Department of Tourism, Daman to the Selected Bidder or the O&M Operator, as the case may be, without Department of Tourism, Daman being liable in any manner whatsoever to the Selected Bidder or O&M Operator. In such an event, Department of Tourism, Daman 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 Department of Tourism, Daman under the Bidding Documents and/ or the Operation and Maintenance Agreement, or otherwise.

#### 5.4.4. Clarifications

- a. Bidders requiring any clarification on the RFP Document may send their queries to The Deputy Director (Tourism), Daman- 396210. Telephone Number: 0260-2250002 Email- [damantourism2013@gmail.com](mailto:damantourism2013@gmail.com) latest by the relevant date and time mentioned in Clause 3.2, Schedule of Bidding Process. Department of Tourism, Daman would endeavor to respond to the queries by the date mentioned in Clause 3.2, Schedule of Bidding Process. Department of Tourism, Daman will forward its responses, at its sole discretion, to all the Bidders and would include a description of the enquiry and the response of Department of Tourism, Daman without identifying the source of the enquiry.
- b. Department of Tourism, Daman shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, Department of Tourism, Daman 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 Department of Tourism, Daman to respond to any question or to provide any clarification.
- c. Department of Tourism, Daman may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by Department of Tourism, Daman shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on Department of Tourism, Daman.
- d. To facilitate evaluation of Bidders, Department of Tourism, Daman may, at its sole discretion, seek clarifications from any Bidder regarding its e-bid. Such clarification(s) shall be provided within the time specified by Department of Tourism, Daman for this purpose. Any request for clarification(s) thereto shall be made through email.
- e. If a Bidder does not provide clarifications sought under Clause 5.4.4 (d) above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, Department of Tourism, Daman 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 Department of Tourism, Daman.

#### 5.4.5. Qualified Bidders

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

#### 5.4.6. Amendment of RFP

- a. At any time prior to the Bid Due Date, Department of Tourism, Daman may, for any reason, whatsoever whether on its own initiative / volition or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda or Corrigenda.
- b. Any Addenda or Corrigenda thus issued will be notified and uploaded on website only which shall be binding upon all the bidders. Interested bidders are advised to visit the Portal website <https://ddtenders.gov.in> regularly till the bid due date to check for any corrigenda / addenda/ amendment.
- c. In order to afford the Bidders a reasonable time for taking into account the contents of any Addenda or Corrigenda, or for any other reason, Department of Tourism, Daman may, at its own discretion, extend the Bid Due Date by an appropriate period.

## **6. Preparation and submission of Bids**

### **6.1. Language**

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

### **6.2. Preparation of Bid**

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

### **6.3. Bid submission**

6.3.1. Please refer to the Instructions/ Guidelines for E-Tendering Portal for Online Bid Submission. The Bidders are required to submit their e-bids electronically on <https://ddtenders.gov.in> website, using valid DSCs.

6.3.2. The Bidders are required to submit their bids electronically in the following 2 (two) parts:

- a. Technical Bid
- b. Financial Bid

6.3.3. Technical Bid shall contain duly filled application in the prescribed format along with the Appendices (together with the supporting documents specified therein) and the documents specified in Clauses 6.3.4 and 6.4.1 which shall also be submitted in hard-copy in the manner stated in Clause 6.13. Financial Bid shall be uploaded online only in the prescribed format.

6.3.4. Documents requiring submission in original hard copy in technical bid:

- 1. Original demand drafts towards payment of RFP Processing Fees of Rs. 10,000/-
- 2. Hard copy of all Documents listed at clause 6.4.1.

#### 6.4. Instructions for submission of Bid

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

#### Appendices

| PART A: FORMAT FOR SUBMISSION OF BID        |  |   |
|---|--|---|
| 1   | Appendix- A1   | Letter comprising the bid for Pre- Qualification and Technical Evaluation.  |
| 2   | Appendix -A2   | Power of Attorney for signing the Bid   |
| 3   | Appendix-A3  | Power of Attorney for Lead member of the Consortium (if applicable)   |
| 4   | Appendix-A4  | Joint Bidding Agreement (in case of a Consortium)   |
| 5   | Appendix-A5  | Bank Guarantee for Performance Security/Bid Security  |
| 6   | Appendix - A6  | Statement of Legal Capacity   |
| 7   | Appendix - A7  | affidavit certifying that the operator or any member of the consortium, or its directors are not blacklisted  |
| PART B: FORMAT FOR TECHNICAL BID SUBMISSION |  |   |
| 8   | Appendix B1  | Particulars of the Bidder   |
| 9   | Appendix B2  | Financial Capacity of the Bidder  |
|   | Part 1 of Appendix B2  | Statement of Assets and Liabilities along with the valuer's certificate   |
| 10  | Appendix B3  | Particulars of O&M Experience along with a copy of star categorization certificate issued by Ministry of Tourism or "A" category hotel certificate issued by Goa, Daman and Diu tourism department. |
| 11  | Appendix B4  | Self-Certification Affidavit  |
| ADDITIONAL DOCUMENTS                        |  |   |
| 12  | <b>RFP Processing Fee:</b> Document evidencing payment of INR 10,000 (Indian Rupees Ten Thousand only) in favor of the Deputy Director (Tourism), Daman payable at Daman towards RFP Processing Fee. |   |
| 13  | <b>Bid Security:</b> Document evidencing payment of INR 10,00,000 (Indian Rupee Ten Lakh only) in favor of Deputy Director (Tourism), Daman  |   |
| 14  | Letter in terms of Clause 5.1.9 of this RFP Document.  |   |
| 15  | Letter(s) in terms of Clause 5.1.4 of this RFP Document.   |   |
| 16  | Copies of Bidder's duly audited annual accounts along with annual reports for the preceding 3 (three) years.   |   |
| 17  | Copy of Memorandum and Articles of Association of the Bidder and in case of a Consortium, of all the Consortium members (if applicable).   |   |
| 18  | PAN No, GST Registration certificate   |   |
| 19  | Any other document required to be submitted in terms of this RFP.  |   |



6.4.2. Financial Bid: The following shall be uploaded as a part of the financial bid on the website: <https://ddtenders.gov.in>

The Financial Bid form should be duly filled in the MS Excel format, signed and uploaded (in pdf) as per the form set out in Appendix-C1.

The unconditional Financial Bid in respect of the Property for operation and maintenance of the Property by the Successful Bidder, in the format attached in Appendix C1, hereof.

## **6.5. Common instructions**

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

## **6.6. Bid Due Date**

- 6.6.1. Bids should be uploaded before 1100 hours IST on the Bid Due Date i.e. 18-02-2019 e-portal and hard copies of the documents listed in Clause 6.3.4 shall be submitted at the address provided in the said Clause 6.13 in the manner and form as detailed in this RFP.
- 6.6.2. Department of Tourism, Daman may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 5.4.6 uniformly for all Bidders.

## **6.7. Late Bids**

- 6.7.1. Bids received by Department of Tourism, Daman after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

## **6.8. Modifications/Substitution/Withdrawal of Bids**

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

## **6.9. Rejection of Bids**

- 6.9.1. Notwithstanding anything contained in this RFP, Department of Tourism, Daman reserves the right to reject any Bid and to annul or modify the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.
- 6.9.2. Department of Tourism, Daman 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.

## 6.10. Validity of bids

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

## 6.11. Confidentiality

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

6.11.2. The Bidder also acknowledges that all material information which has or will come into its possession or knowledge in connection with this agreement or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to Department of Tourism, Daman.

## 6.12. Correspondence with the Bidder

6.12.1. Save and except as provided in this RFP, Department of Tourism, Daman shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

## 6.13. Sealing and marking of Bids

6.13.1. Documents from clause 6.4.1 Part A and Additional document, shall be placed in a separate envelope and marked as “Enclosures of the Bid”.

6.13.2. Documents from clause 6.4.1 Part B shall be placed in a separate envelope and marked as “Technical Qualification”

6.13.3. The Two envelopes specified in clause 6.13.1 and 6.13.2 shall be sealed and placed in an outer envelope, which shall be sealed. Outer envelope shall clearly bear the following identification:

**“Selection of Agency for Operation & Maintenance of Hotel property at Chhapli Sheri, Nani Daman, on Management Contract” and**

**“Do not open the envelope without presence of authorized person”.**

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

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

Physical copies shall be send on below Address:

The Deputy Director (Tourism),  
Department of Tourism, Paryatan Bhavan  
Near Bus Stand, Nani Daman,  
Daman-396210

## 7. Bid Security

### 7.1. Bid Security

- 7.1.1. The Bidder shall furnish as part of its Bid, a Bid Security in the form of demand draft issued by a Scheduled Commercial bank in India for Rs. 10.00 Lakh (Rupees Ten Lakh only), in favor of the Deputy Director (Tourism), Daman.
- 7.1.2. Any e-bid without the documents evidencing the payment of RFP Processing Fees and Bid Security shall be summarily rejected by Department of Tourism, Daman as non-responsive.
- 7.1.3. The Bid Security of unsuccessful Bidders will be returned by Department of Tourism, Daman, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by Department of Tourism, Daman. The refund thereof shall be in the form of an account payee cheque in the case the payment has been made by a Demand Draft in favor of the unsuccessful Bidder(s).
- 7.1.4. The Selected Bidder's Bid Security will be returned, without any interest, upon signing the Operation and Maintenance Agreement and furnishing the Performance Security in accordance with the provisions thereof. Department of Tourism, Daman may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by it in accordance with the provisions of the Agreement.
- 7.1.5. Department of Tourism, Daman shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 7.1.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that Department of Tourism, Daman 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.
- 7.1.6. The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to Department of Tourism, Daman under the Bidding Documents and/ or under the Operation and Maintenance Agreement, or otherwise, if
  - a. a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 9 of this RFP;
  - b. 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 Department of Tourism, Daman;
  - c. the Selected Bidder fails within the specified time limit –
    - i. to sign and return the duplicate copy of LOA; or

- ii. to sign the Operation and Maintenance Agreement; or
- iii. to furnish the Performance Security in accordance with the Bid Documents.

## **7.2. Opening and Evaluation of Bids**

- 7.2.1. Department of Tourism, Daman shall open the Bids electronically as per Clause 3.2 of this RFP, on the website <https://ddtenders.gov.in>.
- 7.2.2. Bids for which a notice of withdrawal has been submitted in accordance with Clause 6.8 shall not be opened.
- 7.2.3. Department of Tourism, Daman will subsequently examine and evaluate e-bids in accordance with the provisions set out in RFP.
- 7.2.4. Bidders are advised that qualification of e-bids will be entirely at the discretion of Department of Tourism, Daman. 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.
- 7.2.5. Any information contained in the Bid shall not in any way be construed as binding on Department of Tourism, Daman, its agents, successors or assigns, but shall be binding against the Bidder if the Property is subsequently awarded to it on the basis of such information.
- 7.2.6. Department of Tourism, Daman 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.
- 7.2.7. To facilitate the evaluation of Bids, Department of Tourism, Daman may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

## **7.3. Test of responsiveness**

- 7.3.1. Prior to evaluation of Bids, Department of Tourism, Daman shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
  - a) it is uploaded as per formats prescribed in Appendices Part-A, Part-B, and Part-C;
  - b) it is uploaded by the Bid Due Date including any extension thereof pursuant to Clause 6.6.2;
  - c) it is signed, sealed, and marked as stipulated in Clauses 6.2 and Clause 6.3;
  - d) it is accompanied by documents evidencing payment of the RFP Processing Fee, Bid Security and documents required in hard copy in sealed cover in accordance with this RFP Document;

- e) it is accompanied by the Power(s) of Attorney(s) in terms of Clause 6.3.4;
- f) it contains all the information and documents (complete in all respects) as requested in this RFP;
- g) it contains information in formats same as those specified in this RFP/Bidding documents;
- h) it contains certificates from Statutory Auditors (in case of companies)/ independent chartered accountant (in case of bidders other than companies doing business and maintain a balance sheet)/ valuer's certificate (in case of individual bidders not doing any business and not maintaining a balance sheet) in the formats specified in Part B of Appendices of the RFP for the Property;
- i) it is accompanied by the Joint Bidding Agreement (for Consortium), as stipulated in Clauses 5.1.3;
- j) it does not contain any condition or qualification; and
- k) it is not in violation of terms hereof.

## **7.4. Qualification and Bidding**

### **7.4.1. Short-Listing and Notification**

Department of Tourism, Daman would announce a list of pre-qualified Bidders after the PQ criteria evaluation. Only the Bidders who qualify under the PQ criteria would be eligible for financial evaluation. Department of Tourism, Daman will not entertain any query or clarification from the Bidder who could not be shortlisted.

### **7.4.2. Opening of Financial Bids**

Financial bids of only those Bidders who are qualified shall be opened by Department of Tourism, Daman

### **7.4.3. Proprietary data**

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

### **7.4.4. Correspondence with the Bidder**

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

## 8. Criteria for Evaluation

### 8.1. Evaluation criteria for Technical Bids

| S. No. | Criteria   | Range                       | Marks |
|--------|--|-----------------------------|-------|
| 1      | Operation and Maintenance Experience of a hotel of 3 (three) star or above category having a minimum of 60 (sixty) rooms (in a single facility) <b>In India</b>  | 60 – 100 rooms              | 15    |
|        |  | > 100 – 200 rooms           | 17.5  |
|        |  | > 200 rooms                 | 20    |
| 2      | Minimum Average Annual Turnover from hotel operations  | Rs. 4 cr. – Rs. 10.0 cr.    | 15    |
|        |  | > Rs. 10.0 cr – Rs. 20 cr.  | 17.5  |
|        |  | > Rs. 20                    | 20    |
| 3      | Net Worth of Company   | Rs. 3.5 cr. – Rs. 5.0 cr.   | 15    |
|        |  | > Rs. 5.0 cr – Rs. 10.0 cr. | 17.5  |
|        |  | > Rs. 10.0                  | 20    |
| 4      | Marks for Technical Proposal and Presentation<br>1. Understanding the strength and weaknesses of the property<br>2. Estimated Cost of Development of a Room in line with Brand Proposed.<br>3. Marketing Plan for the Project<br>4. Overall Planning pertaining to repairing and upgrading the properties as per desired standards<br>5. Operation & Maintenance Plan<br>6. Broad Environmental Management Plan<br>7. Credentials of team<br>8. Any other relevant details |                             | 40    |

Marks will awarded under each head and will be totaled out of 100. For technical qualification Minimum 70 marks required, only technically qualified bidders will be eligible for opening & evaluation of their Financial Bids.



## 8.2. Evaluation criteria for Financial Bids

The Bidder Quoting the highest percentage of Gross Revenue (to be shared with the Authority) shall be declared the successful bidder subject to meeting all other conditions mentioned in the RFP.

Note: Quoted revenue share should not less than 10% of gross revenue per year

In the event that two or more Bidders quote the same Revenue Share, Department of Tourism, Daman may:

- a. Award the contract to the successful bidder whose technical score is higher.

OR

- b. Take any other such measure as may be deemed fit by the department in its sole discretion, including annulment of the Bidding process.

## 8.3. Selection of Bidder and Award of Contract

- 8.3.1. The Shortlisted Bidder who quotes the highest percentage of Gross Revenue as a Revenue shall ordinarily be declared as the selected Bidder ("**Selected Bidder**"). In the event that the Department of Tourism, Daman rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 8.3.2. In the event that the Selected Bidder withdraws or is not selected for any reason in the first instance, the Department of Tourism, Daman may invite fresh bids.
- 8.3.3. After selection, a Letter of Award ("**LOA**") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 14 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.
- 8.3.4. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Operator to execute the Agreement within the period prescribed in Clause 1.3 or the date mutually agreed between the two parties. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement. The Agreement shall only be executed and signed by an authorized signatory of the Selected Bidder / Operator, preferably one of the Board of Directors of the Operator.

## 9. Fraud and corrupt Practices

- 9.1 The Bidders and their respective officers, employees, agents and advisors shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Operation and Maintenance Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Operation and Maintenance Agreement, Department of Tourism, Daman may reject a Bid, withdraw the LOA, or Department of Tourism, Daman may terminate the Operation and Maintenance Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or O&M Operator, as the case may be, if it determines that the Bidder or O&M Operator, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, unfair practice or restrictive practice in the Bidding Process. In such an event, Department of Tourism, Daman 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 Department of Tourism, Daman under the Bidding Documents and/ or the Operation and Maintenance Agreement, or otherwise.
- 9.2 Without prejudice to the rights of Department of Tourism, Daman under Clause 9 hereinabove and the rights and remedies which Department of Tourism, Daman may have under the LOA or the Operation and Maintenance Agreement, or otherwise if a Bidder or O&M Operator, as the case may be, is found by Department of Tourism, Daman to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, unfair practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Operation and Maintenance Agreement, such Bidder or O&M Operator shall not be eligible to participate in any tender or RFP issued by Department of Tourism, Daman during a period of 1(one) year from the date such Bidder or O&M Operator, as the case may be, is found by Department of Tourism, Daman 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.
- 9.3 For the purposes of this Clause 9, 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 Department of Tourism, Daman 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 Operation and Maintenance Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 3 (three) year from the date such official resigns or retires from or otherwise ceases to be in the service of Department of Tourism, Daman, shall be deemed

to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 4.2.5 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Property or the LOA or the Operation and Maintenance Agreement, who at any time has been or is a legal, financial or technical advisor of Department of Tourism, Daman in relation to any matter concerning the Property;

- b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d) **“unfair practice”** means (i) establishing contact with any person connected with or employed or engaged by Department of Tourism, Daman 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.

## 10. Miscellaneous

- 10.1. Governing law and jurisdiction: The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State/UT in which Tourism Department, Daman, UT of Daman and Diu has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. The jurisdiction of the courts shall be in Daman.
- 10.2. Dispute Resolution mechanism: Any difference or dispute arising out of or relating to this RFP will be referred to Secretary of tourism Department, Daman, UT of Daman and Diu for appointment of an Arbitrator. The Sole Arbitrator so appointed shall not have any direct or indirect of any past or present relationship or interest in any of the parties. The arbitration proceeding will be regulated in accordance with the provisions of the Arbitration and Conciliation Act 1996 (as amended from time to time).
- The arbitral proceedings shall be held in Diu.
- The laws of India shall govern this agreement. The courts in Daman shall have exclusive jurisdiction.
- 10.3. Authorized signatory: The selected Bidder shall indicate the authorized signatories who can discuss and correspond with client, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary/ director, authorizing an official or officials of the Bidder to discuss, sign agreements/contracts with client, raise invoice and accept payments and also to correspond. The Bidder shall provide proof of signature identification for the above purposes as required by Department of Tourism, Daman and client.
- 10.4. Patent rights: In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc., arising from the use of the Hotel or any part thereof in India, the Selected Bidder shall act expeditiously to extinguish such claim. If the Selected Bidder fails to comply and client is required to pay compensation to a third party resulting from such infringement, the Selected Bidder shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. Client will give notice to the Selected Bidder of such claim, if it is made, without delay. The Selected Bidder shall indemnify client against all third party claims.
- 10.5. Compliance with statutory and regulatory provisions: It shall be the sole responsibility of the Selected Bidder to comply with all statutory, regulatory & Law of Land and provisions while delivering the services mentioned in this RFP.
- 10.6. Conflict of interest: The Bidder shall disclose to Department of Tourism, Daman in writing all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of executing the Property as soon as practical after it becomes aware of that conflict.

- 10.7. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the Daman in which Department of Tourism, Daman has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 10.8. Department of Tourism, Daman, 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 Department of Tourism, Daman 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.
- 10.9. It shall be deemed that by submitting the Bid, the Bidder agrees and releases Department of Tourism, Daman, its employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 10.10. Force Majeure

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

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

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

## **PART A – FORMATS FOR BID SUBMISSION**

## **APPENDIX–A1: Letter comprising the Bid for Pre-qualification and Technical Evaluation**

To,  
The Deputy Director (Tourism),  
Department of Tourism,  
Near Bus Stand, Nani Daman,  
Daman-396210

**Sub: “Selection of Agency for Operation & Maintenance of Hotel property at Chhapli Sheri, Nani Daman, on Management Contract”**

Dear Sir/Madam,

1. With reference to your RFP document dated ....., I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Property. The Bid is unconditional and unqualified.
2. I/ We acknowledge that Department of Tourism, Daman will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the O&M Operator for the aforesaid Property, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as O&M Operator for the operation and maintenance of the aforesaid Property.
4. I/ We shall make available to Department of Tourism, Daman any additional information it may find necessary or required to supplement or authenticate the Bid.
5. I/ We acknowledge the right of Department of Tourism, Daman to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last 3 (three) years, we/ any of the Consortium Members<sup>1</sup> have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
  - a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by Department of Tourism, Daman; and
  - b) I/ We do not have any conflict of interest in accordance with Clauses of the RFP document; and

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<sup>1</sup>If the Bidder is not a Consortium, the provisions applicable to Consortium may be omitted.

- c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 9 of the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with Department of Tourism, Daman or any other public sector enterprise or any government, Central or State/UT; and
  - d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 9 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Property, without incurring any liability to the Bidders, in accordance with the RFP document.
  9. I/ We believe that we/ our Consortium satisfy(s) the positive Net Worth criteria and meet(s) the requirements as specified in the RFP document.
  10. I/ We declare that we/ any Member of the Consortium, are not a Member of a/ any other Consortium submitting a Bid for the Property.
  11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Property or which relates to a grave offence that outrages the moral sense of the community.
  12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium have not been charge-sheeted by any agency of the Government or convicted by a court of law.
  13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
  14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, I/we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate Department of Tourism, Daman of the same immediately.
  15. I/We further certify that we/any Member of the Consortium are not barred by the Central Government/State/UT Government or any entity controlled by it, from participation in any property, and no bar subsists as on date of Bid.
  16. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFP, I/We shall inform Department of Tourism, Daman forthwith along with all relevant particulars and Department of Tourism, Daman may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after



signing of the Operation and Maintenance Agreement but prior to Financial Close of the Property, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Operation and Maintenance Agreement shall be liable to be terminated without Department of Tourism, Daman being liable to us in any manner whatsoever.

17. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or shall incorporate a Company (SPV, in case of a Consortium) as such prior to the execution of Operation and Maintenance Agreement.

18. I /We hereby confirm that we shall comply with the O&M requirements specified in requisite Clause of the RFP.

19. I/ We hereby irrevocably waive any right to remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Department of Tourism, Daman in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Property and the terms and implementation thereof.

20. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Operation and Maintenance Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. I/We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

21. I/ We have studied all the Bidding Documents carefully and also surveyed the site. I/We understand that except to the extent as expressly set forth in the Operation and Maintenance Agreement, I/we shall have no claim, right or title arising out of any documents or information provided to me/us by Department of Tourism, Daman or in respect of any matter arising out of or relating to the Bidding Process including the award of Contract.

22. I/ We offer a Bid Security of Rs. 10,00,000 (Rupees Ten lakh only) to Department of Tourism, Daman in accordance with the RFP Document.

23. The Bid Security in the form of a demand draft is attached (if applicable).

24. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Property is not awarded to me/us or I/our Bid is not opened or rejected.

25. Revenue Share has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Operation and Maintenance Agreement, our own estimates of costs and revenues and after a careful assessment of the site and all the conditions that may affect the Property and Operation.

26. I/ We certify that in terms of the RFP, my/our positive Net Worth is Rs. ....  
(Rupees .....);

27. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

28. I/We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the O&M Operator under the Operation and Maintenance Agreement till occurrence of financial close in accordance with the Operation and Maintenance Agreement.

29. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.

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

Yours faithfully,

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

Place: Name and seal of Bidder/Lead Member

Date:

## APPENDIX–A2: Power of Attorney for signing of Bid2

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

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

IN WITNESS WHEREOF I/WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For.....

(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted

Notarized

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

---

<sup>2</sup> 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 shareholder's resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*

### APPENDIX–A3: Power of Attorney for Lead Member of Consortium

Whereas the ..... (“**Department of Tourism, Daman**”) has invited Bids from interested parties for the ..... Hotel (the “**The Property**”).

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

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Property and its execution.

#### NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ..... having our registered office at ....., M/s. .... having our registered office at ....., M/s. .... having our registered office at ....., and ..... having our registered office at ....., (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S ..... having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the contract, during the execution of the Property and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the selection of the Consortium and submission of its bid for the Property, including but not limited to signing and submission of all Bids, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with Department of Tourism, Daman, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Property and/ or upon award thereof till the Operation and Maintenance Agreement is entered into with Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20....

For .....

(Signature, Name & Title)

For .....

(Signature, Name & Title)

For .....

(Signature, Name & Title)

(Executants)

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

Witnesses:

1.

2.

Notes:

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

## APPENDIX-A4: Joint Bidding Agreement

*(To be executed on Stamp paper of appropriate value)*

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

### AMONGST

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

AND

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

AND

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

The above mentioned parties of the FIRST, SECOND and, THIRD PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

### WHEREAS,

- (A) Department of Tourism, Daman represented by its Deputy Director and having its principal office at \_\_\_\_\_ (hereinafter referred to as the “**Department of Tourism, Daman**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids ( “**Bids**”) by its Request for Proposal No. .... dated ..... (the “**RFP**”) for

**“Selection of Agency for Operation & Maintenance of Hotel property at Chhapli Sheri, Nani Daman, on Management Contract”**

- (B) The Parties are interested in jointly bidding for the Property as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Property, and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

**NOW IT IS HEREBY AGREED as follows:**

## **1. Definitions and Interpretations**

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under then “RFP”

## **2. Consortium**

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Property.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Property, either directly or indirectly or through any of their Associates.

## **3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Property, it shall incorporate a special purpose vehicle (the “**SPV**”) under the Indian Companies Act, 2013 for entering into a Operation and Maintenance Agreement with the Authority and for performing all its obligations as the O&M Operator in terms of the Operation and Maintenance Agreement for the Property.

## **4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member of the Consortium (Financial Member /Operation and Maintenance Member/ Other Member of the Consortium) and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the appointed date under the Operation and Maintenance Agreement when all the obligations of the SPV shall become effective;
- b) Party of the Second Part shall be (Operation and Maintenance Member/ Other Member of the Consortium);
- c) Party of the Third Part shall be (Operation and Maintenance Member/ Other Member of the Consortium);

## **5. Joint and Several Liabilities**

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

## **6. Shareholding in the SPV**

- 6.1 The Parties agree that the proportion of shareholding among the



Parties in the SPV shall be as follows:

First Party:

Second Party:

Third Party:

6.2 The Parties undertake that a minimum of:

- i. 51% (fifty one percent) of the total paid up share capital of the SPV for Lead member on a fully diluted basis; and
- ii. remaining paid up share capital of the SPV shall be held jointly by all other members of the Consortium on a fully diluted basis.

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

## **7. Representation of the Parties**

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

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and Department of Tourism, Daman to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - i. require any consent or approval not already obtained;
  - ii. violate any applicable law presently in effect and having applicability to it;
  - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
  - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to

which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

## **8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Property is achieved under and in accordance with the Operation and Maintenance Agreement, in case the Property is awarded to the Consortium. However, in case the Consortium does not get selected for award of the Property, the Agreement will stand terminated in case the Bidder is not selected or upon return of the Bid Security by Department of Tourism, Daman to the Bidder, as the case may be.

## **9. Miscellaneous**

- 9.1 This Joint Bidding Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of Department of Tourism, Daman.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND For and on  
behalf of

LEAD MEMBER by:

SECOND PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND DELIVERED  
DELIVERED

SIGNED, SEALED AND

For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

- 1.
- 2.

**Notes:**

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

## APPENDIX–A5: Bank Guarantee for Performance Security

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 Consortium) (hereinafter referred to as the “Bidder” or the “Licencee” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the ..... Running of the property (hereinafter referred to as “Property” pursuant to the RFP Document .....dated ..... issued in respect of the property and other related documents including without limitation the draft Operation and Maintenance 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/Licencee , do hereby in terms 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 Tourism Department, UT of Daman and Diu (hereinafter referred to as 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 or Licencee 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 Authority stating that the Bidder or the Licencee is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents and 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 the Licencee or any other person and irrespective of whether the claim of Authority is disputed by the Bidder or the Licencee or not, merely on the first demand from Authority stating that the amount claimed is due to 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 5 (five) years from the LOA or for such extended period as may be mutually agreed between Authority

and the Bidder or the Licencee, 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 Authority shall be the sole judge to decide as to whether the Bidder or the Licencee 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 Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between 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 successful bidder or the Licencee or the bank or the any absorption, merger and amalgamation of the successful bidder or the Licencee or the bank with any other person.
7. In order to give full effect to this Guarantee, Authority shall be entitled to treat the Bank as the principal debtor. 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 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. 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 Authority, and the Bank shall not be released from its liability under these presents by any exercise by 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 Authority or any indulgence by Authority to the said Bidder or by any change in the constitution of 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 authorized to receive the said notice of claim.
10. It shall not be necessary for Authority to proceed against the said Bidder or Licencee before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which 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 unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of 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 authorized 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. .... (Rupees ..... in Words only). The Bank shall be liable to pay the said amount or any part thereof only if Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before 5.00 pm Indian Standard Time on the Expiry Date.

Signed and Delivered by ..... Bank

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

(Signature of the Authorized Signatory)

(Official Seal)

**APPENDIX-A6: Statement of Legal Capacity**

*(To be forwarded on the letterhead of the Lead Member of Consortium)*

Ref. Date:

To,

-----

Dear Sir,

We hereby confirm that we, the Members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that ..... (insert member's name) will act as the Lead Member of our consortium.<sup>3</sup>

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

---

<sup>3</sup> Please strike out whichever is not applicable.

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

(On a Stamp Paper of relevant value)

**Affidavit**

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

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

Dated this .....Day of ....., 201....

Name of the Applicant

.....

Signature of the Authorized Person

.....

Name of the Authorized Person



## **PART B – FORMATS FOR TECHNICAL BID SUBMISSION**

## APPENDIX-B1: Particulars of the Bidder

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

| Sr. No | Name of Member | Role <sup>4</sup> | Percentage of equity in the Consortium <sup>5</sup> |
|--------|----------------|-------------------|---|
|--------|----------------|-------------------|---|

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

<sup>5</sup> The percentage of equity should be in accordance with respective Clause of RFP

|          |  |  |  |
|----------|--|--|--|
| <b>1</b> |  |  |  |
| <b>2</b> |  |  |  |
| <b>3</b> |  |  |  |

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

**Name of Bidder/ member of Consortium**

| <b>Sr. No</b> | <b>Criteria</b>   | <b>Yes</b> | <b>No</b> |
|---------------|---|------------|-----------|
| 1             | Has the Bidder/ constituent of the Consortium been barred by the [Central/ State/UT] Government, or any entity controlled by it, from participating in any Property?  |            |           |
| 2             | If the answer to 1 is yes, does the bar subsist as on the date of Bid?  |            |           |
| 3             | Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last 3 (three) years? |            |           |

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

## APPENDIX-B2: Financial Capacity of the Bidder

(In Rs. crore<sup>6</sup>)

| Bidder type <sup>7</sup>                                    | Net Cash Accruals |               |               | Net Worth <sup>8</sup> |
|---|-------------------|---------------|---------------|------------------------|
| (1)   | Year 1<br>(2)     | Year 2<br>(3) | Year 3<br>(4) | (5)                    |
| Single Entry Bidder   |                   |               |               |                        |
| Lead member of consortium                                   |                   |               |               |                        |
| Consortium (in proportion to their shareholding in the SPV) |                   |               |               |                        |
|   |                   |               |               |                        |

**Name & address of Bidder's Bankers:**

### Instructions:

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

<sup>6</sup> For conversion of other currencies into rupees, see notes below Appendix B2.

<sup>7</sup> A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

<sup>8</sup> The Bidder should provide details of its own Financial Capacity specified in RFP

- (b) The difference between the total assets and total liabilities, as per the audited financial statements of the bidders, being individuals undertaking any business and maintaining a balance sheet, partnership firms and LLPs.
- 4. Year 1 (i.e. 2018-19) will be the latest completed accounting year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on.
- 5. In the case of a Consortium, a copy of the Joint Bidding Agreement shall also be submitted.
- 6. The Bidder shall provide a Statutory Auditor's Certificate (in case the bidder is a company)/ independent chartered accountant's certificate (in case of bidders other than companies) specifying the positive Net Worth of the Bidder and also specifying the methodology adopted for calculating such positive Net Worth in accordance with Clause 5.2.1 of the RFP document.

## APPENDIX B2

### PART 1

#### Statement of assets and Liabilities

| Asset and Liability at the end of the Year |                            |                           |  |                             |                   |  |           |             |                     |                         |
|--|----------------------------|---------------------------|--|-----------------------------|-------------------|--|-----------|-------------|---------------------|-------------------------|
| A  | Details of immovable asset |                           |  |                             |                   |  |           |             |                     |                         |
| S<br>r.<br>N<br>o                          | Descri<br>ption            | Address                   |  |                             |                   |  |           |             |                     | Am<br>ount<br>(IN<br>R) |
|  |                            | Flat/Doo<br>r/Block<br>no | Name of<br>Premises/Buil<br>ding/village | Road/street/<br>Post/office | Area/L<br>ocality | Tow<br>n<br>/Cit<br>y<br>/Dis<br>trict | St<br>ate | Cou<br>ntry | Pi<br>n<br>Co<br>de |                         |
| 1  |                            |                           |  |                             |                   |  |           |             |                     |                         |
| 2  |                            |                           |  |                             |                   |  |           |             |                     |                         |
| 3  |                            |                           |  |                             |                   |  |           |             |                     |                         |
| 4  |                            |                           |  |                             |                   |  |           |             |                     |                         |

| B    | Description   | Amount (INR) |  |
|------|---|--------------|--|
| S.No | Description   |              |  |
| 1    | Jewelry, Bullion, etc.  |              |  |
| 2    | Archaeological collections, drawings, paintings, sculpture or any work of art |              |  |
| 3    | Vehicles, yachts, boats and aircrafts   |              |  |
| 4    | Financial asset   |              |  |
|      | a. Bank (including all deposits)  |              |  |
|      | b. Shares & securities  |              |  |
|      | c. Insurance policies   |              |  |
|      | d. loans and advances given   |              |  |
|      | e. Cash in hand   |              |  |
| C    | Liability in relation to Assets at (A+B)                                      |              |  |

Instructions:

1. Net worth shall mean:

2. The difference between the total assets and total liabilities, specified in the Statement of Assets and Liabilities, in case of bidders (being an individual not doing any business). The Bidder shall provide an independent chartered accountant's certificate specifying the positive

Net Worth of the Bidder and also specifying the methodology adopted for calculating such positive Net Worth and a valuation report issued by an approved valuer certifying the market value of assets which have been included in the Statement of Assets and Liabilities, in accordance with the RFP document.

### APPENDIX-B3: Particulars of the O&M Experience

1.
  - (a) Name:
  - (b) Country of incorporation:
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
  - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Property:
3. Particulars of individual(s) who will serve as the point of contact:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
4. Details of the operational hotels for fulfilment of O&M Experience eligibility criteria:

| Sl.No | Property Name | Location | Date of Commencement of Operation* | Other facilities like F&B, conference, facilities, etc. | No. of rooms | Year | Ownership of the Hotel | 3 star/"A" category certificate (if any) |
|-------|---------------|----------|------------------------------------|---|--------------|------|------------------------|--|
|       |               |          |                                    |   |              |      |                        |  |
|       |               |          |                                    |   |              |      |                        |  |
|       |               |          |                                    |   |              |      |                        |  |
|       |               |          |                                    |   |              |      |                        |  |
|       |               |          |                                    |   |              |      |                        |  |

*\*Date of commencement of operation shall be the date of operation for owned hotels and shall be the date of O&M contract for hotels owned by others*

# Attach relevant certificates

- For all the hotels mentioned above including the hotels owned by the bidder and those owned by others– self certified copy of the latest licenses/ registrations/ certificates/ consents obtained in relation to the hotels as per the Applicable Laws.



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

## **APPENDIX B4: Self-Certification Affidavit**

(On stamp paper of appropriate value)

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

I/ We hereby confirm that the hotels run and operated by me/ us are at all times operated as 3 star/"A" category hotels.

Thanking you,

Yours faithfully,

For and on behalf of.....

(Signature, name and designation of the authorized signatory)

## **PART C – FORMAT FOR FINANCIAL BID SUBMISSION**

## APPENDIX–C1: Financial Bid Form

(To be submitted and signed by the Bidder's Authorized signatory)

To,  
The Deputy Director (Tourism),  
Department of Tourism,  
Near Bus Stand, Nani Daman,  
Daman-396210

**Sub: "Selection of Agency for Operation & Maintenance of Hotel property at Chhapli Sheri, Nani Daman, on Management Contract"**

Sir,

We hereby submit our Financial Proposal for the captioned Project. If the Project is awarded to us, we agree to make the following payments to The Authority as per the terms given in the Request for Proposal (RFP) Document.

Installment Payment to the Authority: Higher of

- i. Revenue Share: ..... % of Gross Revenue.
- ii. Minimum Guarantee Payment of INR 85 Lakh per annum which is payable in two installment. (Minimum Guarantee to be increased at a rate of 5% per year).

We are making this Financial Proposal after taking into consideration all the terms and conditions stated in the RFP Document and after careful assessment of the Project, all risks and contingencies and all other conditions that may affect the Financial Proposal.

We agree to keep our offer valid for 180 days from the due date of submission of this Proposal.

Sincerely,

Name of the Bidder .....

Signature of the Authorized Person .....

Name of the Authorized Person

## APPENDIX–D1– The Project Site, Project Facilities & Scope of Work

### 1.1. Project Site and Project Facilities

The Authority has developed Hotel Property formally known as (Nani Daman Circuit House, Daman) which is located at a prime sea facing location. The total area of the plot is 2678.00 sq mtrs which comprises of:

- Project Facilities including the Hotel property

The details of this Project are as below:

**Project Site:** Shall comprise of the Hotel building along with associated area in front of the Hotel building (including guest entry area).

The **Project Facilities** shall comprise of the property, along with associated facilities including dedicated / fixed parking allotted to the Operator under this Agreement.

### Hotel Property

The property is designed as a hotel with G+2 floors and built-up area Approx 4562 sqm. The Hotel has 42 keys with the following configuration.

It has been decided to handover operations, maintenance and marketing of the property to an Operator on Management Contract (Operation, Maintain and Transfer) basis.

### Associated Parking:

The Operator shall be allotted dedicated parking spaces, free of any additional charge, during the tenure of the Operation and Maintenance Agreement.

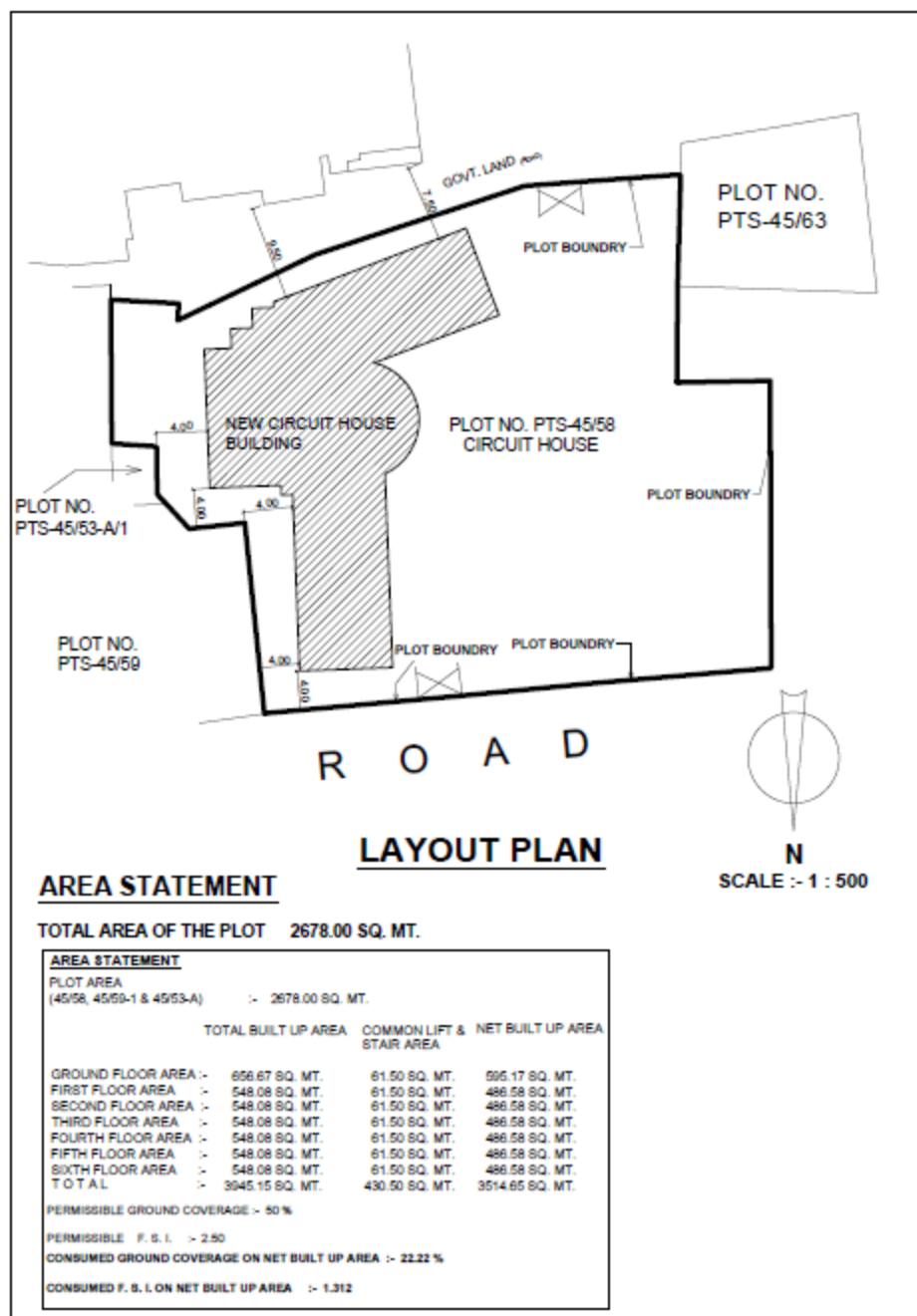
### Photo of the property



## Location



## Layout plan



## 1.2. Scope of work of the Operator

The scope of the Project (the "Scope of the Project") shall mean and include, during the Operation and Maintenance Period:

- A. The Operator shall procure and manage on its own, all movable items including crockery, bed linens, toiletries, utensils, cutlery, stationary etc. necessary for Hotel Operations. The

procurement shall be completed before Commercial Operations Date (COD) i.e. within 3 (three) months from the Appointed Date. The Operator shall not have the right to modify the internal civil work and shall not harm / damage the civil structure of the Hotel property, nor shall it make any additions to the existing structure.

- B. To operate, maintain and manage the Project Facilities in accordance with good industry practices. Save and except in case of default by Authority as per operation and Maintenance Agreement Clause 25.2 and/ or Force Majeure as per Article 22 of the Agreement, the Operator shall keep at least 80% of rooms of the Hotel property operational and ready for use at all times during the period starting from Commercial Operations Date (COD) to the Expiry / Termination Date.
- C. The Operator shall have the exclusive right to market, manage bookings, fix charges / rates and retain revenues for operations of the Project Facilities.
- D. Recruit the managers and staff in the Hotel for its smooth functioning and to maintain the level of service as required for the property.
- E. To sub-license part of Project Facilities as necessary. All such sub-licenses shall be co-terminus with the Operation and Maintenance. The Operator shall obtain prior approval of the Authority for a format of the standard Sub-License Agreement before its execution with any sub-licensee. In case, any deviation in this format of standard Sub-License Agreement is required, the Operator shall again obtain prior approval of the Authority before entering into an agreement with the sub-licensee.
- F. To promptly handover to the Authority, upon expiry or termination of the Operation and Maintenance, the Project Facilities, including all movable and immovable assets provided by the Authority at the start of the tenure, in good condition and at zero cost. It must be noted that this will not include any movable items brought in by the Operator during the Project tenure.
- G. The Operator must reserve 4 Room for UT Administration Diu, for UT Administration employee with discounted rate (as per employee eligibility). These rooms can be booked for public only with prior consent of Secretary (Tourism).
- H. The Operator must reserve additional 10 room on 48 hrs notice as per request given by Tourism department Diu, for UT Administration employee on Current room Tariff.

***It is clarified herewith that in addition to the above-stated “Scope of the Project”, the Operator shall be required to carry out any incidental works and services as required and to comply with all the provisions of the Agreement, the Schedules to the Operation and Maintenance Agreement and as per the requirements of applicable byelaws/ norms etc., while completing the execution of the Project.***

### **1.3. Specifications of the Project Facilities Provided by the Authority**

- A. List of capital works to be provided by the Authority :
  - I. Civil Works for complete Hotel property, including:



- a. Basic structural works including water-proofing
  - b. Façade work
  - c. Exterior finishes
- II. Plumbing works within the Hotel property
- III. Electrical works
- IV. HVAC
- V. Firefighting and suppression systems
- VI. Finishing
  - a. Floor Finish
  - b. Wall Finish on plaster surface
  - c. False Ceiling
- VII. Fixtures
  - a. Electrical
    - i. Connection from respective DB to Switch Board
    - ii. Room wiring
    - iii. Wiring, cable trays, raceways etc. in common areas of Hotel property
    - iv. Switches / switchboards / electrical devices in rooms
    - v. Decorative lighting
    - vi. All fittings and fixtures related to internal electrical works
  - b. HVAC – Branch line, duct lining, duct insulation, acoustics and diffuser
  - c. Fire Fighting – Sensors, diffusors, alarm system and other room fittings
  - d. Sanitary fixtures and fittings
- VIII. Interior Fittings
  - a. Door and door fittings
  - b. All CP fittings
  - c. Other interior works
- IX. Graphics and signages
- X. Security network within the Project Site including CCTV camera, barricades, security guards etc.
- XI. Furniture within common areas and guest rooms including beds, table, chairs etc.