

TENDER DOCUMENT

Tender for running, operation and maintenance of the Cafeteria on license basis at Light House Beach in Daman District

Issued by:

Department of Tourism, Daman

Paryatan Bhavan, Behind bus stand,
Nani Daman, Daman – 396210 (U.T).

Ph. No: 0260-2250002

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**ADMINISTRATION OF
DADRA NAGAR HAVELI AND DAMAN AND DIU, U.T.
(TOURISM DEPARTMENT, DAMAN)**

E-TENDER (ONLINE) INVITATION NOTICE

No: 1/136/DDT/DMN/PROPERTIES/2019-20/216

Date: 07.06.2021

1. TENDER NOTICE

On behalf of the President of India, the Director of Tourism, Tourism Department, Dadra & Nagar Haveli and Daman & Diu hereby invites e-tenders (Online) in two bid system through Online system on www.ddtenders.gov.in along with samples from the interested Authorized Agencies/firms for the **"Tender for running, operation and maintenance of the cafeteria on license basis in Daman at Light House Beach for a period of one (01) year"** to be sent by RPAD/Courier or to be deposited by Hand in Tender Box kept in the Office of the undersigned on or before **29.06.2021** upto 11.30 Hrs.

Sr. No.	Description of Item	Minimum License rent per year	EMD	Tender Fees
1	Tender for running, operation and maintenance of the cafeteria on license basis in Daman at Light House Beach (Government Quarters, Light House Beach, Moti Daman) for a period of one (01) year	` 5.00 lakhs per year	` 12,500/-	` 2000/-
	Online downloading and uploading starts	07.06.2021 at 1230 Hrs. onwards		
	Online downloading & uploading end	29.06.2021 at 1130 Hrs		
	Physical submission of tender fees, EMD, etc.	29.06.2021 at 1130 Hrs		
	Online opening of Technical Bid	29.06.2021 at 1200 Hrs		
The online Technical Bids received without scanned copies of tender fees, EMD and Mandatory documents shall not be considered for evaluation. List of the mandatory documents are specified in the terms and conditions.				
The bidders have to submit the price bid in Electronic Format only on website till the last date and time for submission. <u>Price bid in physical format shall not be accepted in any case.</u> The price bid shall be opened of those firms/agencies who are qualified in technical bid. Financial bid in physical format shall not be accepted in any case.				
Bidder shall have to post their queries on E-mail Address: damantourism2017@gmail.com on or before 29.06.2021 upto 1130 hrs. Or can call on Office no. (0260) 2250002				
The Tender Inviting Authority reserves the right to accept / reject any or all tenders without assigning any reason thereof.				
The tender form along with all details including schedules and terms and conditions can be down loaded from the Web Site https://ddtenders.gov.in from 07/06/2021 till 29/06/2021. Tender notice can also be seen at website www.daman.nic.in				
In case bidder needs any clarification or if training required of participating in online tender, they can contact the NIC, Daman				

Sd/-
Director of Tourism
DNH & DD

Section 1 **SCOPE OF THE WORK:**

The Department of Tourism, DNH & DD is willing to start a Cafeteria at Light House Beach, Government Quarters, Light House Beach, Moti Daman for providing food facility to the visiting tourists. The scope of the successful bidder shall be as follows:

- a. To run the Cafeteria by providing food to the tourists in the most reasonable price. The successful bidder / Licensee should set up and operate a cafeteria where good quality of food items, snacks along with Hot & Cold beverages & Ice- Creams, etc. shall be served.
- b. The licensee shall have to meet all the food quality norms as per the fssai.
- c. The successful bidder/Licensee shall appoint qualified staff having sufficient experience to run & manage the cafeteria at their own cost.
- d. All repairs works and routine maintenance of the cafeteria should be promptly done by the successful bidder.
- e. The maintenance of the premises including installation of the prefabricated structure (if required) in the said premises, which will be licensed, shall be done by the successful bidder at his/her own cost to the satisfaction of Department of Tourism, Daman.
- f. Any alteration/addition, if required to be constructed by the Licensee, he shall seek prior written approval from Director (Tourism), DNH & DD and that will become property of Department of Tourism, DNH & DD on termination/expiring of the license period.
- g. The licensed premises and areas covered in the tender document shall not be used for any illicit or unlawful purposes.
- h. The licensee has to maintain toilet in the cafeteria and allow them for use of common public at charges determined by the Tourism Department.
- i. The maintenance of garden, lawns, footpaths shall be done by the Successful tenderer specifically at his own cost.
- j. The successful tenderer will make his own arrangement for drinking water and electricity for the area. The payment of electricity charges or any other charges of the Government, Local Self Government, Panchayat or any other charges shall be made by the successful tenderer at his own cost directly. A separate electric connection, if required, should be obtained by the successful tenderer at his own cost.
- k. The Successful Tenderer shall have to appoint his own staff for security at his own cost and risk and shall have to provide all security measure required for running the services.
- l. The successful tenderer shall obtain all necessary licenses and permissions as may be necessary from the various authorities, competent to issue such licenses and permissions at his own cost. Such licenses will be subject to the rules prevailing in this U.T from time to time and will be applicable to the Licensor also.

- m. The successful tenderer shall have to provide the furniture, fixtures and other equipment of good quality and shall also provide all vessels, utensils, cutlery, crockery, electrical gadgets and all other equipment necessary for running the complex and maintain the same in good condition to the satisfaction of Director (Tourism), DNH & DD. Similarly, good quality table linen shall also be provided by the successful tenderer.
- n. The successful tenderer will have to obtain insurance for the premises at his own cost with any Nationalized Insurance Company for a sum not less than the yearly license rent and shall keep it so insured against damage by fire, lightning or any other cause till the expiry of the license period. The decision of the Director (Tourism), DNH & DD shall be binding on all the parties regarding share of the Insurance claim, if any. A separate insurance for public liability shall also be obtained by the successful tenderer.
- o. The licensee shall obtain all necessary licenses, legal permissions and follow all the laws required for the operation of the cafeteria. The licensee shall be responsible for all the statutory compliances. In case of any violation, the license granted shall be cancelled along with forfeiture of license fee and security deposit. The violator shall also be liable for civil/criminal actions as per relevant provisions of the law.
- p. The Successful Tenderer/Licensee shall keep the premises including the surroundings clean and tidy to the satisfaction of the Tourism Department and shall not store or allow accumulating any refuse except those, which are absolutely necessary. All refuse shall be frequently removed and thrown at some place approved by the Tourism Department.
- q. The Licensee shall duly at all time the provision of the Child Labour (Prohibition and Regulation) Act, 1986 and other element made in this regard.
- r. The Licensee is not permitted to assign or in any way transfer the right under this license to any other person or agency.
- s. The successful bidder shall have to appoint his own staff for security at his own cost and risk and shall have to provide all security measure required for running the services.

Section – 2 ELIGIBILITY AND QUALIFICATION OF THE BIDDER:

- i. Any firm or a company engaged in the business of operating Restaurant/Hotel/Food court on beach location is eligible to apply. The bidder shall have to enclose documentary proof in this regard for at least five (05) years experience for operating Restaurant/ Hotel/ Food court on beach location.
- ii. Change in the name of the tenderer will not be allowed under any circumstances.
- iii. When a company desires to apply, it shall do so under the hands of the Managing Director or a Director duly authorized by Board of Directors, without which, the tender shall be held invalid. Such authorization must be enclosed with the tender.
- iv. The tender should contain the following basic documents:
 - a. Experience of running, operation and maintenance of hotel/ restaurant/ food court on beach location for at least five (05) years. The food license/hotel license issued by Government Authority in the name of the bidder is to be submitted for last five (05) years.
 - b. Tender Fees and EMD in the desired form in favour of “Director (Tourism) payable at Daman.
 - c. Minimum turnover of the firm in whose name the tender is being applied should be Rs.5.00 crores per year for last three years. The licensee is required to submit copies of audited balance sheet along with the copies of Income tax Return for last three years in support. A Certificate from the CA in this regard should be enclosed.
 - d. Every bidder should furnish solvency certificate of Rs. 10.00 lakhs from their bankers.
 - e. Proof of GST registration.
 - f. Copy of Pan Card.
 - g. An undertaking that the firm is not blacklisted/debarred from any Government organization/Department.
 - h. Proof of GST registration.
 - i. Copy of Pan Card.

Note: If a tender is not accompanied by all the documents mentioned in (i) to (iv) above, the same will be rejected outright; promise of subsequent submission of any of the above documents will not be entertained under any circumstances. All the supporting documents in this regard to be submitted along with the physical bid document and also online bid.

Section – 3 FINANCIAL TERMS & CONDITIONS

- a. The successful tenderer shall have to furnish Bank Guarantee equivalent to 50% of one-year rentals to serve as Security Deposit for the entire license period. The Bank Guarantee shall be irrevocable/unconditional and encashable by the licensee without assigning any reasons and the Bank shall honor the claim merely on demand from the licensor without any demur. The Bank Guarantee should be payable by the Bank merely on demands from the licensor, notwithstanding any dispute arises by the licensee or any suit pending in any Court of Law. The Bank Guarantee should be valid for the entire license period. The tenderer may produce Fixed Deposit Receipt (FDR) or demand Draft (DD) drawn in favor of the Director Tourism, Daman for the amount equivalent to one (01) year rentals in case he is not able to produce the Bank Guarantee as above. No interest will be payable on such deposit.
- b. The successful tenderer shall have to furnish unconditional irrevocable Bank Guarantee or Fixed Deposit Receipt or Demand Draft within 30 days of acceptance of the Tender. The Bank Guarantee shall in the form and content as prescribed in this document.
- c. On failure to furnish the Bank Guarantee / Fixed Deposit Receipt/Demand Draft as per the time schedule and in the format prescribed, the allotment letter automatically shall stand cancelled, without any further intimation and amount of EMD so deposited shall stand forfeited to the Government.
- d. The licensee shall pay the sum of yearly license rent to the Director Tourism, Daman within 10 days from issuance of work order for the first year and one month in advance during the subsequent year of the license period specified. In case of the failure in making the payment of license rent one month in advance, penal interest at the rate of 12% per annum or as may be prescribed from time to time will be charged for a maximum period of 3 months from the commencement of the particular year, the License shall be terminated and the Security Deposit will be forfeited. In such cases, the Licensee shall not have any claim on any investment made in the Licensed Property.
- e. The tenderer has to quote the yearly rent including all taxes payable to the Department of Tourism, Daman. The quoted rates shall be firm and shall not be subject to any change whatsoever.
- f. For the successful bidder, the Security Deposit shall be retained by the Tender Inviting Authority until the completion of the license period and be relicensed within 90 days after the completion of the License period.
- g. The Security Deposit shall be forfeited in the following cases. If a successful bidder engages:
 - i. in any of the prohibited practices specified in this tender.
 - ii. is found to have a conflict of interest as specified in this tender.
 - iii. commits a breach of the terms and conditions prescribed in this tender.

Section -4**GENERAL TERMS AND CONDITIONS**

1. Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power & water, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.
2. The license for Running & Managing a cafeteria on license basis at Light House Beach in the Daman district for a period of one (01) year. Hence, the tenderer shall quote the rent per annum for License of Running of Cafeteria serving at Light House Beach, Daman.
3. The minimum license rent for the period of one (01) year is amounting to Rs 5,00,000/-. The bidder shall bid the license rent per year accordingly.
4. The schedule of the property, which shall be handed over to the licensee, is mentioned in Section-10 and Appendix II and III of this tender document.
5. The duly signed copy of this tender document shall be considered as the license agreement.
6. In the event if the Successful bidder / Licensee committing any breach of the terms and conditions herein contained and on their part to be observed and performed, Director of Tourism, Daman without prejudice to his/her other rights and as remedy shall be entitled to forfeit the Security Deposit and recover the loss and shall have the right to terminate the license after giving 30 days' notice in writing and on Successful Tenderer/licensee's failure to remedy the breach to the satisfaction of the Tourism Department within the period of 30 days. In such case, the Successful Tenderer/licensee shall handover quiet and peaceful possession of the premises to the of Tourism, Daman on expiry of the notice period.
7. The period of license shall be for One (01) year. However, the license can be cancelled at any time before the expiry of the License Period by giving 1 months' notice on the either side any time.
8. Any sums due by the Successful Tenderer/licensee to the Tourism Department, Daman under his/her license shall be recoverable as arrears of Land Revenue.
9. If notice of the termination of license is given either by the Successful Tenderer/licensee or by the Tourism Department, Daman the Successful Tenderer/licensee shall pay all sums due or falling due to the Tourism Department upto the official year in which such notice is given.
10. The licensee shall on termination or revocation of the license handover the possession of the said premises to the Tourism Department in as good condition as it was on the date of taking over the premises on license, normal wear and tear being accepted.

11. Except with the written consent of the Department previously obtained, who may impose such condition as deemed fit the licensee shall not assign, nor let or part with the possession of the said premises or transfer the License of Running of Cafeteria serving veg cuisine and Ice Cream Parlour at Light House Beach, Moti Daman by way of the sale, gift, exchange, mortgage, sub-license or otherwise whatsoever.
12. The Successful Tenderer/Licensee shall have only a personal right in the said premises and this shall not be deemed to be demise at law of the premises or any part thereof so as to give any right or interest thereof.
13. Violation of any of the conditions of the this tender document including its Annexure by the licensee or its/his/her Agents shall be liable for termination of the License without any kind of compensation/damages to the Licensee.
14. The Successful Tenderer/Licensee shall pay license fee equivalent to rental charges per annum in advance i.e. the payment for the next year shall be made in the last month of the preceding term to the Director of Tourism Daman, in the form of challan to be remitted in the Govt. Treasury at Daman.
15. In case of delay in payment of the license fee upto a maximum of 10 days from the date, the License fees become due and payable. The interest with penal interest at the rate of 12% per annum or as may be decided from time to time shall be levied and payable by the licensee. The extension for the delay of not more than 3 months shall have to be sought well in advance forms the Tourism Department in writing giving specific reasons. In the event of delay of more than 3 months in the payment of the license fee from the due date, than the fee becomes due and payable and the Security Deposit paid by the successful bidder shall be forfeited and the contract shall be liable to be cancelled.
16. In case of any restrictions/lockdowns/shutdowns in any circumstances is implied by the central/UT Government; that period shall not be considered in the license period of the said tender document.
17. If there is delay in performance or other failures by the supplier to perform its obligation under its license due to event of a **Force Majeure**, the supplier shall not be held responsible for such delays/failures.
18. The successful bidder/licensee shall comply with all prevailing labour laws/ Municipal laws & statutory requirement of Central Government. In case on non- adherence of the any laws/ regulations of the statutory bodies, the successful bidder/licensee will be fully responsible for the consequences arising out of non-adherence by the successful bidder/licensee.
19. The successful bidder/ licensee shall take all precaution and safety measures for safety and security of its personnel and the Department of Tourism, Daman will not in any way be responsible for any disability/

injury i.e. permanent or temporary disablement caused to any catering staff during discharge of their duties.

20. No Structural Change is allowed. However, if the successful bidder/licensee wants to carry out any interior work without affecting the structure, same can be done at his own cost after seeking prior permission of The Director Tourism, Daman and getting the interior plan approved by the Director Tourism, Daman.
21. The Director Tourism, Daman will have the right to enter upon the cafeteria space and inspect any area during the day and nighttime.
22. The Tourism Department, Daman shall not be responsible for any loss or damage to the goods of the licensee on account of theft, fire, water or electricity failure or accident or any other cause whatsoever occurs during license of Running, operation and maintenance of the Cafeteria at Light House Beach, Moti Daman.
23. If any damage is done to licensed property by fire, water or any other cause whatsoever through negligence or otherwise of the licensee or his agents, the licensee shall make good the entire damage at its own expense.
24. The license of Running, operation and maintenance of the cafeteria at Light House Beach, Moti Daman shall be run for the convenience of the visitor during the hours fixed by the Tourism Department time to time and as may be permitted as per the conditions of the licensing authority.
25. The Successful Tenderer/Licensee shall not use kerosene, firewood or any other type of smoke omitting stoves in the premises of the cafeteria.
26. The Tourism Department, Daman reserves the right to reject any or all offers without assigning any reason, therefore.
27. In the event of any dispute or question arising as to the interpretation if any condition, word etc. appearing herein it shall be referred to the Hon'ble Administrator, Dadra & Nagar Haveli and Daman and Diu and his decision there on shall be final and binding to both the parties and no claim of any kind on such interpretation will be entertained.
28. The Tourism Department, Daman reserves the right to add to or alter any or all clauses of the terms and conditions if found necessary.
29. The Successful bidder shall at all time keep in the premises lawful weights, scale and measures duly verified and stamped.
30. The Successful bidder shall observe all the rules of health and hygiene in storing, preparing, handling and servicing articles of food in the complex.
31. The Successful Bidder shall comply with all the bye-laws and regulations of local and other statutory authorities having jurisdiction over the works and shall be responsible for the payment of all fees and other charges and the giving and receiving of all necessary notices, and

keep the Tender Inviting Authority informed of the said compliance with the by-laws, payments made, notices issued and received.

32. Any conflict arising between the selected bidder and the Tender Inviting Authority during the period of execution or after completion of work shall be referred to a mutually agreed arbitrator and the proceedings shall be governed by provisions of the Indian Arbitration & Conciliation Act and the venue of Arbitration shall be Daman and after as per Law subject to Daman Jurisdictions.
33. Participating in this Tender process for License of running, operation and maintenance of a Cafeteria at Light House Beach, Moti Daman directly indicates that the bidder accepts all the conditions mentioned this tender document.

NOTE: - Please return one copy of these conditions duly signed along with your tender/quotation

SEAL & SIGNATURE OF THE
TENDERER

Section - 5 PENALTY CLAUSE:

1. Licensee shall be penalized at the discretion of the Director Tourism/ Secretary (Tourism) direction with fines mentioned against the following acts for commission or omission of these acts:
 - i. Lack of cleanliness or hygiene in premises or non-maintenance of the premises Rs. 1000 per instance per day subject to a maximum of Rs. 1 Lakh per year.
 - ii. Not following the directions of Tourism Department given in accordance with the tender document - Rs. 1000 per instance per day.
2. The decision of the tender inviting authority shall be final and binding.

Section - 6 INSTRUCTIONS TO BIDDER AND SIGNING THE PROPOSAL

1. Tender Contents

The Tenders are to be submitted online on www.ddtenders.gov.in and offline at the Department of Tourism, Daman in two part bid system:

- Technical Proposal (signed and stamped tender document and mandatory documents)
- Financial Proposal

A. Technical Proposal

The Technical proposal should contain

- i. Tender Document (duly signed and stamped to be submitted along with physical bid document)
- ii. Mandatory documents as mentioned below to be uploaded online along with financial bid and to be submitted along with signed copy of the tender document as a part of the technical proposal:
- iii. Tender Fee of Rs. 2,000/- in the form of a Demand Draft drawn on any Nationalized / Scheduled Bank in favour of the Director Tourism payable at Daman.
- iv. Earnest Money Deposit of Rs.12,500/- in the form of a Demand Draft/ FDR drawn on any Nationalized/Scheduled Bank in favour of the Director Tourism payable at Daman,
- v. Company registration Certificate under the Companies Act, 1956/2013/Shop establishment Certificate.
- vi. Proof of GST registration.
- vii. Copy of Pan Card.
- viii. Audited Balance Sheet of the last three years.
- ix. Copy of Income Tax Return (ITR) of last three years.
- x. An undertaking that the firm is not blacklisted/debarred from any Government Organization/Department

B. Financial Proposal

The financial proposal should be quoted as the final cost inclusive of all applicable taxes. The Financial Proposal is to be submitted **ONLINE only**. The online financial bid of only technically qualified bidders shall be opened. The prices quoted shall be firm and shall remain unchanged during the entire period of the license.

C. Additional Information:

- a) Two copies of the this tender document (as Agreement to License) along with the copy of site plan, indicating the amount on which stamp duty is payable, will be sent to the successful tenderer along with the demand letter to get the license Deed stamped from Registrar of Stamps. It shall be the sole responsibility of the successful tenderer/Licensee to submit the said documents to the Director of Tourism, DNH & DD.

- b) The following charges will have to be paid separately by the Licensee:
- i. Legal charges for Documentation;
 - ii. Stamp duty, Registration and other charges;
 - iii. Fees for approval of building plan, if any;
 - iv. Water connection charges (if any) payable directly to concerned authority;
 - v. Power connection charges and energy charges (if any) payable directly to concerned authority;
 - vi. Any other charges payable under any other law for the time being in force.
- c) Bidders may add any further information that they consider relevant for the evaluation of their tender that gives a better understanding of their capability.
- d) However, the bidders will have to apply on-line. The mandatory documents specified in this document shall be submitted before the prescribed dates physically in the office of The Director Tourism as well.

2. Right to accept / reject tender:

No tender will be considered unless the tender documents are fully and completely filled in. All information that may be asked from a bidder must be unequivocally furnished.

The Director Tourism reserves to itself the right to accept or reject any tender or reject all tenders without assigning any reason thereof, and without thereby incurring any liability to the affected bidders.

The tenders shall be considered invalid and non-responsive for non-submission of any document stipulated.

3. UPLOADING OF TENDER

The bidder shall upload the mandatory documents of the tender on <http://www.ddtenders.gov.in> only and the other related hard copies of the firm may be submitted in a sealed envelope super scribed as running and managing of cafeteria on license basis at Light House Beach in the Daman district addressed to the Director Tourism, Department of Tourism, Daman.

4. OPENING OF TENDERS

The Technical evaluation Committee constituted for evaluation of the tenders received open the on-line tenders at the specified date and time as indicated in the NIT.

5. TENDER EVALUATION

The bids will be evaluated by the Evaluation Committee duly approved by the competent authority which will decide the **highest bidder (H-1)** on the basis of annual license rent provided by each bidder.

6. SCRUTINY OF TENDERS

Unresponsive bids:

The tenders will be scrutinized before further evaluation to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender Document. The tenders received, are liable to be treated as non – responsive and will be summarily ignored, if:

- a. Bid is unsigned and incomplete in any aspect.
- b. Bid validity is shorter than the required period.
- c. Bid not submitted in accordance with this document.
- d. The bidder qualifies the bid with his own conditions.
- e. Bid is received after due date and time.
- f. Bid is not accompanied by all requisite documents.
- g. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the tender

7. TENDER VALIDITY

The tenders shall remain valid for acceptance for a period of 180 days (one hundred eighty days) after the date of tender opening prescribed in the Tender Document.

8. AWARD OF WORK

Award of work in the form of Possession Letter shall be issued to the successful bidder only after submission of the said documents to the Director Tourism, Department of Tourism, Daman.

Note:

- i. In case bidder needs any clarification on the Tender Document or Scope of Work, they can contact in the Department of Tourism, Daman, Paryatan Bhavan, behind bus stand, Nani Daman, Daman – 396 210.
- ii. The Tender Inviting Authority reserves the right to relax any of the conditions of the Tender Document if suitable bidders are not found due to exigency of situation

SECTION-7 **TENDER FORM**

(For all the terms & conditions of tender document are acceptable to bidder)

To,
The Director (Tourism),
Department of Tourism,
Behind bus stand,
Nani Daman, Daman- 396210

Ref No. _____ Dated _____

I/We, the undersigned have examined the above-mentioned tender document, including amendment/corrigendum no. _____, dated (*if any*), the receipt of which is hereby confirmed. We now offer the tender for running & managing cafeteria on license basis at Light House Beach in the Daman District for a period of one (01) year, in conformity with your above referred document.

If our tender is accepted, we undertake to set up cafeteria on license basis in at Light House Beach in Daman district for a period of one (01) year.

I/We further confirm that, if my bid is accepted by the Authority I/We shall provide you with a performance security of required amount in an acceptable form for due performance of the tender.

I/We agree to keep our tender valid for acceptance as required in tender document or for subsequently extended period, if any, agreed to by us. I/We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. I/We further confirm that, until a formal communication is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

I/We confirm that we fully agree to the terms and conditions specified in above mentioned tender document, including amendment/ corrigendum etc. if any.

(Signature with Date) (Name and
Designation)

To Be Signed by the Proprietor / All Partners of the Firm / Directors of
the Company under Its Common Seal

Format of Bank Guarantee for Performance Security

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

From:

[Name and Address of Bank/ Financial Institution]

To,

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

1.[Name of relevant Bidder] ("Bidder"), has in response to a Request for Proposal ("RFP") issued by Department of Tourism, UT Administration of Dadra & Nagar Haveli (hereinafter referred to as "Authority") submitted a proposal dated [date to be inserted] (the "Proposal") for it to cause a company (the "Developer") to implement the _____ Project.
2.[Name of Bank/Financial Institution](the "Guarantor") with its registered office at, unconditionally guarantees to pay the Authority upon first written demand and without deduction the sum of Rupees (Rupees in words) (the "Guaranteed Sum") subject to the conditions set out below.
3. The Guarantor unconditionally and irrevocably promises to pay on demand the Guaranteed Sum, without protest or demur whatsoever upon the receipt of a written demand from the Authority which shall be final and conclusive as against the Guarantor requiring the Guarantor to make payment to the Authority. The written demand made shall specify the occurrence of one or more conditions set out in the RFP and such demand notice shall constitute prima facie conclusive evidence of the occurrence of such events or conditions.
4. No underlying dispute as between the Authority and the Bidder, nor any pending Proposal for interim relief or arbitration proceedings or other legal proceedings shall constitute any ground for prevention, delay or obstruction for making payment to the Authority by the Guarantor and the existence of any disputes or differences or claims in arbitration or otherwise shall not constitute any ground for non-payment on this Guaranteed Sum.
5. The Authority shall notify the Guarantor of its demand for payment of the Guaranteed Sum without any deduction of whatsoever nature and without reference to any claim or counter claim or set off, upon the Authority's notification that:
 - a) upon the occurrence of any of the conditions for default as set out in the tender document.
 - b) there has been non-compliance of the conditions precedent as provided in the tender document, or as elsewhere referred to in the tender document.

Certification by the Authority of the occurrence of such event shall be conclusive and

binding on the bank/ financial institution.

6. This Guarantees shall be valid for a period of 300 days from the date mentioned herein.
7. The release of this Guarantee and its return will be exclusively notified by the Authority and in the event of the Authority requiring revalidation or extension of this Guarantee, the Guarantor has accepted and shall be obligated to make such extension in favour of the Authority for a further minimum term of six (6) months and the Bidder is deemed to have made the request for such extension upon the execution and furnishing of this Guarantee in the first instance. The Guarantor shall not refuse such extension, nor shall the Bidder be eligible to file any proceedings for stay or return of Guarantee for any reason whatsoever.
8. This Guarantee shall be valid and effective for enabling the Authority to lodge a claim for payment under the Guarantee till the date of expiry of the term of the Guarantee. The Guarantor shall be obligated to make payment upon the Guarantee forthwith on demand if the claim is lodged within the claim validity period and the obligation to pay would be subject to normal limitation for payment of claims upon a guarantee. Time is of essence for payment and in the event of failure to make payment, the Guarantor shall be obligated to pay compound interest at Two Percent (2%) above the prime lending rate of the Guarantor institution, compounding quarterly in the event of the Guarantors failure to make payment upon the Guarantee for any reason whatsoever. Payment of interest as provided would be no excuse for delayed payment or non-payment.
9. No change in the constitution of the Bidder, Developer or of the Guarantor shall be a ground for release of the Guarantee and no variation in the RFP documents or post making of the Proposal, shall constitute a variation, which would, subject to the terms and conditions of this tender document, discharge the Guarantor. The Guarantor shall notwithstanding such change, be bound to make payment upon the Guarantee on demand.
10. The Guarantor agrees that it will not assign its obligations under this Guarantee without the prior written consent of the Authority. The Authority will not unreasonably withhold its consent if the proposed assignee is of at least equal financial standing to the Guarantor and the assignee assumes in writing the obligations of the Guarantor under this Guarantee at the same time or before the assignment.
11. This Guarantee binds the Guarantor, its successors and permitted assigns.

SEAL OF [Bank/Financial Institution] NAME OF [Bank/Financial Institution]
.....
SIGNATURE NAME
TITLE DATE.....

Section 8: DETAILS OF THE PROPERTY TO BE LICENSED

A. Location: 1 Government Quarters, Light House Beach, Moti Daman

1. Nature of structure: RCC Column and Beam
2. Total Proposed area: Appx. 1279.16 Sq Mt
3. Floor Dimension:
 - Block 1: 1 x 13.60 x 8.40 mt. and open area.

APPENDIX – I

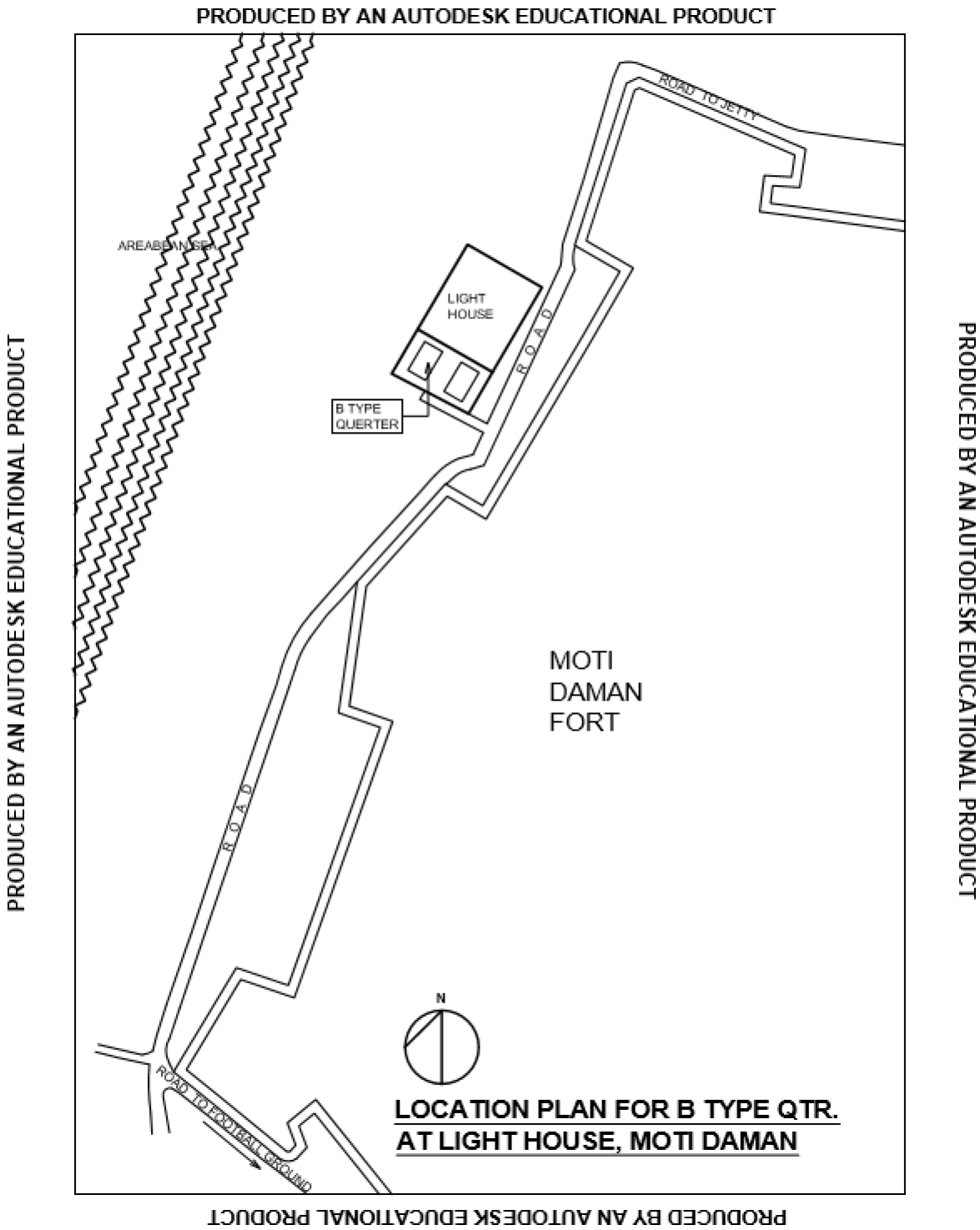
Financial Bid

(TO BE SUBMITTED ONLINE ONLY)

FINANCIAL BID FOR RUNNING, OPERATION AND MAINTENANCE OF THE CAFETERIA ON LICENSE BASIS IN DAMAN AT LIGHT HOUSE BEACH (GOVERNMENT QUARTERS, LIGHT HOUSE BEACH, MOTI DAMAN) FOR A PERIOD OF ONE (01) YEAR			
Sr. No.	Description of the Property	Period of License	License Rent offered per annum
1.	Running, operation and maintenance of the cafeteria on license basis in daman at Light House Beach (Government Quarters, Light House Beach, Moti daman) for a period of one (01) year (Minimum license rent per annum shall be Rs. 5,00,000/-)	One (01) year	

APPENDIX – II

Map of Location: Government Quarters, Light House Beach, Moti Daman



APPENDIX – III
Site Plan: Government Quarters, Light House Beach, Moti Daman

