

**Request for Proposal
Selection of Agency for Providing
Adventure Sports Activities
at
Kauncha, Dadra & Nagar Haveli**

RFP Ref No: 8/78/DOT/DNH&DD/ASA/2021-22/259

Date: 30/06/2021

Issued by

DEPARTMENT OF TOURISM
UT ADMINISTRATION OF DADRA & NAGAR HAVELI & DAMAN & DIU
PARTYATAN BHAVAN
BEHIND NANI DAMAN BUS STAND
NANI DAMAN
DAMAN - 396210
PHONE NO: 0260 - 2250002

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E-Tender (On Line) Invitation Notice

The Member Secretary (SPOTAC), DNH & DD on Behalf of U T Administration of DNH & DD invites online tender on www.ddtenders.nic.in from approved and eligible Company(s).

Sr. No.	Name of Work	Period of Work	Earnest Money Deposit	Tender Fees (Non Refundable)
1	Execution of Adventure Sports Activities at Kauncha, DNH	From 07/08/2021 to 13/08/2021	Rs. 50,000/- (Rupees Fifty Thousand Only)in form of DD	Rs. 2,000/- (Rupees Two Thousand)only in form of DD
*Online Downloading Starting of Tender			30/06/2021	
*Last Date for Online Submission of tender			14/07/2021 at 10:30 hrs	
Physical submission of Technical Document as per RFP			14/07/2021 at 10:30 hrs	
Pre Bid Meeting			07/07/2021 at 16:00 hrs	
*Online Opening of Technical Bid			14/07/2021 at 11:00 hrs	
Presentation			14/07/2021 at 15:00 hrs	
Opening of Financial Bid			After the technical evaluation	
*Bidders have to submit price bid in electronic format only on www.ddtenders.nic.in website tillthe last date and time for submission. Price Bid in physical format shall not be accepted in any case.				
The tender form along with all details including schedules and terms and conditions can be downloaded from the Website www.ddtenders.nic.in The tender fees (non-refundable) in form of DD in favour of Member Secretary SPOTAC may be kept in Bid along with the mandatory documents.				
Submission of Tender Fees in form of DD & EMD in form of DD, Registration Number with Certificate, PAN Card number, Service Tax No etc. and as per the eligibility criteria all documents has to be uploaded. These are the mandatory documents required to be uploaded and hard copy of above mentioned documents shall be submitted to the tender inviting authority by RPAD/Speed Post. However, Tender inviting Authority shall not be responsible for any postal delay. The said documents can also be deposited in the office of the undersigned. In case the supplier/s not enclosed any of above documents, he/she/they will be disqualified and the price bid shall not be opened.				
The Tender Inviting Authority reserves the right to accept or reject any or all the tenders to be received without assigning any reasons thereof.				
In case bidder needs any clarification on the Tender Document or Scope of Work, they can contact in the Department of Tourism, Paryatan Bhavan, Behind Nai Daman Bust Stop, Nani Daman, Daman – 396 210 during office hours. Tel: 0260 2250002.				

Sd/-
Member Secretary
(SPOTAC), DNH & DD

1. Letter of invitation

Sub: The Society for Promotion of Tourism Art & Culture's invitation to bid for Selection of Agency for Executing Adventure Sports Activities at Kauncha, DNH from 7th to 13th August, 2021

Dear All,

On behalf of UT Administration of Dadra & Nagar Haveli and Daman & Diu, the Society for Promotion of Tourism Art & Culture (SPOTAC), the Member Secretary (SPOTAC), DNH & DD invites proposals from Firms / Company(s) for Providing Adventure Sports Activities at Kauncha, DNH from 7th to 13th August, 2021.

The SPOTAC is seeking to appoint a Firm / Company for carrying out various activities as mentioned in the RFP enclosed herewith.

The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Bidders

Section 3 - Terms of Reference

Section 4 - Standard Formats - Technical

Section 5 –Standard Formats – Financial

Please note the last date for submission of your bid is 23/09/2015.

Sd/-
Member Secretary
(SPOTAC), DNH & DD

2. Instructions to Bidders

2.1 General instructions

- i. The Authority will select a Firm / Company, in accordance with the method of selection specified in the RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that Authority's decisions are without any appeal whatsoever.
- ii. The Bidders are invited to submit a Technical Proposal and Financial Proposal to execute the Adventure Sports Activities at Kauncha, DNH as detailed in this RFP.
- iii. All Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Bidders are encouraged to visit the Authority before submitting a proposal and to attend a Pre-Bid Meeting, if any. Attending the Pre-Bid Meeting is optional. Bidders should contact the Authority's representative to arrange for their visit or to obtain additional information on the Pre-Bid Meeting.
- iv. Your proposal could form the basis for future negotiations and ultimately may lead to contract between your Company and the Tender Inviting Authority.
- v. The cost of preparing the proposal and all subsequent negotiations, if any, with Authority and other experts on tasks and actions directly and indirectly related or presentation of proposal shall be borne by the bidder.
- vi. Authority reserves the right to accept or reject any and / or all the proposals without assigning any reasons thereof.
- vii. The Authority requires that the Bidder's provide professional, objective and efficient services at all times and holds the Authority's interests paramount, avoids conflicts with other assignments or its own interests and act without any consideration for future work. The Bidder(s) shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of the Authority and the said Festival.
- viii. Proposal and Bid means the same in this document and he also means to include she and vice-versa. The bidders are requested to add extra lines / sheets, wherever necessary.

2.2 Earnest Money Deposit

Proposal would need to be accompanied by an Earnest Money Deposit for an amount of INR 50,000/- (Rupee Fifty Thousand only) in the form of a Demand Draft drawn on any Nationalized / Scheduled Bank in favour of Member Secretary SPOTAC payable at Daman.

EMD shall be returned to the unsuccessful Bidders without interest within a period of two months from the date of issuing work order to the Successful Bidder. EMD submitted by the Successful Bidder shall be released upon execution of the work and furnishing of Performance Security without any interest.

Proposals received without EMD will be rejected and their Technical and Financial Bids will be returned un-opened.

EMD shall be forfeited in the following cases:

- If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect;
- If the Successful Bidder fails to execute the work within the stipulated time or any extension thereof provided by the Tender Inviting Authority.
- If the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- If the Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time.
- If the Selected Bidder fails to provide the Performance Security within the specified time limit.
- Authority will not be liable to pay any interest on Earnest Money Deposits under any circumstances.

2.3 Performance Security

- i. Performance Security for an amount equivalent to 3% of the Agreement Value rounded off to the next lac shall be furnished within three (03) days from issuing the work order in the form of a Bank Guarantee substantially in the form specified in this document.
- ii. For the successful bidder, the Performance Security shall be retained by the Authority until the completion of the work and be released within 180 days after the completion of the Festival.
- iii. The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Performance Security, shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
 - a) If a Bidder engages in any of the Prohibited Practices specified in this RFP
 - b) If the Bidder is found to have a Conflict of Interest as specified in this RFP
 - c) If the Selected Bidder commits a breach of the tender conditions

2.4 Proposal Due Date (PDD)

Schedule of submission & opening of Proposal is as below-Last
Date for Submission of Proposal : 14.07.2021 at 10:30 hrs
On-line Technical Bid Opening : 14.07.2021 at 11:00 hrs

2.5 Only One Proposal

Bidders to only submit one proposal. If a Bidder submits or participates in more than one proposal, all such proposals shall be disqualified.

2.6 Due Diligence by Bidders

Bidders are expected to inform themselves fully about the local conditions, facilities, infrastructure available at the respective Project sites. Bidders may also like to send queries to the SPOTAC for any clarification which shall be given during the Pre Bid Meeting to be held on the prescribed date.

2.7 Pre-Bid Visit to the Site and Inspection of Data

Prospective Bidders may visit the Site and review the available data at any time prior to PDD. For this purpose, they will provide at-least two days notice to the nodal officer if required specified below:

Name of the Officer	:	Mr Selwyn Nunes
Phone	:	0260 – 2641399

2.8 Pre-Bid Meeting

The date, time and venue of Pre-Bid Meeting shall be:

Date:	07/07/2021
Time:	16.00 Hrs
Venue:	Collectorate, Moti Daman.

2.9 Communications

All communications including the submission of Proposal should be addressed to:
The Member Secretary (SPOTAC),
Department of Tourism,
Paryatan Bhavan,
Behind Nani Daman Bus Stand
Nani Daman,
Daman – 396 210
Phone: 0260- 2250002

At any time before the submission of Proposals, the Authority may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all the Bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an amendment into account in their Proposals the Authority may, if the amendment is substantial, extend the deadline for the submission of Proposals.

2.10 Clarification And / Or Interpretation Of Proposal

After submission of the final Proposal by the Bidders, to the satisfaction of the Authority, if clarifications are required or doubt arises as to the interpretation of anything included in the proposal, the Bidder(s) shall, on receipt of written request from the Authority, furnish such clarification to the satisfaction of Authority within two (02) working days without any extra charge.

2.11 Download of RFP document

The RFP Document can be downloaded from the following websites:

- www.daman.nic.in
- www.ddtenders.gov.in

However, the bidders shall apply on-line only. The mandatory documents specified in this document shall also be submitted before the prescribed dates physically in the office of the Member Secretary SPOTAC at the following address:

The Member Secretary (SPOTAC),
Department of Tourism,
Paryatan Bhavan,
Behind Nani Daman Bus Stand
Nani Daman,
Daman – 396 210
Phone: 0260- 2250002

At the same time, it shall be the responsibility of the bidders to make the payment of the RFP document of Rs. 2,000/- in the form of DD only along with the mandatory documents.

2.12 Proposal Validity Period

The proposal shall be valid for acceptance by the Member Secretary (SPOTAC) for a period of 180 Days (One Hundred and Eighty Days) from the Proposal Due Date (PDD), and may be extended for further period as mutually agreed.

2.13 Presentation

The Firm / Company will have to make a presentation of the Technical Proposal to the SPOTAC. The presentation shall cover in sufficient detail the appreciation of the conceptual design, proposed organizational structure, work plan, implementation strategy etc. The objective of the presentation is to evaluate the Company regarding their understanding and preparations for execution of Adventure Sports Activities at Kauncha, DNH and get clarifications, if any, as required by the SPOTAC. The date and venue of presentation is as per this RFP.

2.14 Preparation of Proposal

- i. Bidders are requested to submit their proposal in English language and strictly in the formats prescribed online in this RFP. The Authority will evaluate only those proposals that are received in the specified format and complete in all respects.
- ii. In preparing their Proposal, Bidders are expected to thoroughly examine the RFP document. Material deficiencies in providing the information requested may result in rejection of a proposal.

- iii. The bid document must be duly numbered and indexed with spiral binding. Each page of the submission shall be initialed by the Authorized Representative of the Bidder.
- iv. While preparing the Technical Proposal, Bidders must give particular attention to the following:
 - a. The team leader proposed must be a permanent full time employee of the firm. It is desirable that the other key staff be either permanent full time employees of the Firm / Company or have a dedicated full time contract to work on this project.
 - b. Bidder is to ensure that the time allocated for the proposed key staff does not conflict with the time allocated or proposed for any other assignment.
 - c. The composition of the proposed Team and Task Assignment to individual personnel be clearly stated.
 - d. The personnel proposed should possess good working language of English and Hindi language.
 - e. No key personnel should have attained the age of seventy (70) years at the time of submitting the proposal. The Authority reserves the right to ask for proof of age, qualification and experience at any stage of the project.
 - f. A firm can bid for the project as a sole consultant. No Joint Ventures / Consortiums are allowed.

2.15 Non-Conforming Bid

Any bid may be construed as a non-conforming bid and ineligible for consideration if it does not comply with the requirements of this RFP. In addition, bids that appear to be “canned” presentations of promotional materials that do not follow the format requested in this RFP or do not appear to address the particular requirements of the task may also be disqualified.

2.16 Disqualification

The bid is liable to be disqualified in the following cases:

- a) Bid not submitted in accordance with this document.
- b) The bidder qualifies the bid with his own conditions.
- c) Bid is received in incomplete form.
- d) Bid is received after due date and time.
- e) Bid is not accompanied by all requisite documents.
- f) 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 contract (no matter at what stage) or during the tenure of the contract including the extension period, if any

In case the terms and conditions of the contract applicable to this invitation to tender are not acceptable to any bidder, he should clearly specify any deviation.

3. Terms of Reference

3.1 Methodology

The appointment of the Company shall be made on Combined Quality cum Cost Based Selection (CQCCBS) and procedures described in this RFP.

This will vary for each component of the contract. However, the following cardinal principals would be followed:

- (i) Technical Capability of the Company to deliver various Adventure Sports Activities
- (ii) Concept
- (iii) Project Cost and Feasibility
- (iv) Best Practices elsewhere

3.2 Working Conduct

The Company will work in close association with the Authority which is the implementing agency to take this work forward. Close collaboration will be required with other consultants, vendors and implementing partners working on other components in the project.

3.3 Scope of Work

The scope of services for execution of Adventure Sports Activities at Kauncha, DNH from 7th to 13th August, 2021 may include but not be limited to the following:

Sr No	Name of the Activity	Location	Numbers of participants for activities (for total 7 days)	Numbers of participants for activities Per Day
1.	Trekking & Camping	At Any Two (02) locations from following Six (06) locations: Vastal, Bonta, Mandoni, Tinoda, Satmaliya, Umerkui	210	30 (15 at each point)
2.	Bungee Jumping (150 ft Triple Safety System)	Dudhani Jetty	560	80
3.	Hot Air Balloon (if feasible)	Kauncha	420	60
4.	Zip Lining (300ft to 3000ft as per technical feasibility)	Kauncha	560	80
5.	Giant Swing (150 ft swing span)	Kauncha	560	80
6.	Para Motor (3000 ft)	Kauncha	350	50
7.	Paintball Battle Game (Army style setup)	Kauncha	560	80 (5-10 participants at time; 8 set)
8.	Mud Rush (ATV Bike) (07 Nos)	Kauncha	560	80

9.	Boating/ Boat Racing (Existing boats)*	Dudhani Jetty	560	80
10.	Kids Multiple Activity Tower Setup (30 activity fixed in one tower)	Kauncha	Open Activity	

*The bidder shall arrange the boating facility from the existing boats at Dudhani Lake and quote the amount accordingly.

3.4 Details of Adventure Sports Activities at Kauncha, DNH from 7th to 13th August, 2021:

Sr. No.	Particulars
1	Preparation and presentation of a detailed plan on the management of the various areas, services and activities of the Project including Layout, Development & Execution.
2	Concept Designs in 3D of the specific Adventure Areas, and of various components for which technical evaluation is to be done numerically
3	Design, Photos and Technical Specification of Structures including Concept design for Entry Arch / Gate
4	Concept branding and hoardings onsite and at various other locations
5	Power distribution and cabling and equipment details
6	Manpower Deployment Plan during setup phase and during festival period. Adequate Manpower for all the areas as advised by the requirement to be deployed and kept as backup.
7	Specifications of Platforms, equipments, Setup with comprehensive details of the Quality, Warranties, Stability, Range etc., Setup for various adventure sports activities as mentioned in point no 3.3 Scope of Work.
8	Environment Compliance Plan
9	Specifications and details of 100% power back-up plan
10	PA System
11	Details of Health and Medical Professionals who will be dedicated to this event, Contingency for Accidents and Evacuation Plan, Emergency Response System and Plan, Details of Medical Inspection (M.I.) Room etc.
12	Details of Insurance of the equipment and details of Medical Insurance and Public Liability Insurance of Rs. 1 Cr. (minimum)
13	All the equipment in excellent working condition with technical manpower support and also certified by a qualified engineer
14	The transportation installation & dismantling of materials
15	Maintenance, Safety & Security
16	The date of the execution is from 7 th to 13 th August, 2021, subject to minor modifications. The complete site will be required in functioning / working condition as mentioned herein like 4-days prior to start of event after conclusion of testing.
17	Bidder's plans / presentations / nos. are always subject to modification by the Authority keeping in mind the changing needs of the event.
18	The Work will entail set up of an office at the site, which may require deputation of staff in advance as well as during the event and the Bidder will supply, control and manage the temporary manpower required to discharge various project related works.
19	The Bidder will present a plan on the management of the various areas and get it approved from the organizing committee.

20	All the equipment should be of good brands in excellent working condition with technical manpower support and also qualified engineer to certify and all equipment /facilities to be in working condition 4 days prior to event date for testing purpose.
21	The Scope of Services specified in this Clause are not exhaustive and the Company shall undertake such other tasks as may be necessary to successfully implement the event.
22	The agency shall develop a software/website/app for registration of entries for all activities and the each participant can register for two activities at a time.

3.5 Period of Engagement

Work will start from Date of Issuance of LoA and continue until 13th August, 2021.

3.6 Period of Construction / Set-up

- i. Construction / Set-up period shall be staggered from 26th July to 2nd August, 2021
- ii. Handover of all finished structures / complete site will be 3rd August, 2021 unless specified otherwise

3.7 Use of Event Documents and Information

(1) Bidder shall not, without prior written consent from the Authority, disclose the Contract, or any provision thereof, or any specification, plan, pattern, sample or information furnished by or on behalf of the Authority in connection therewith, to any person /agency in the performance of the Contract.

(2) All project related documents issued by the Authority, other than the Contract itself, shall be the property of the Authority and shall be returned (in all copies) to the Authority on completion of the work under the Contract.

(3) Copyright of all the plans / documents lies with the Authority and Bidder cannot exercise any rights on the documents. No information should be made public either directly or indirectly nor allowed to be accessed by an unauthorized person.

(4) In any circumstances, for any conditions breach on developer's behalf, Bidder will be fully responsible for the same and if required, the Authority may levy penalty for the same and / or any legal or administrative action taken against the developer.

(5) Bidders should ensure no unauthorized distribution of audio / video recording of the event / conferences should be shared to anyone.

3.8 Maintenance of Facility

Bidder who qualifies shall be responsible for storage, maintenance and safety of all materials that is procured, manufactured or fabricated in the interim period of award of the contract and set up at the venue.

3.9 Completeness of Work

All sundry fixtures and fittings, assemblies, accessories, hardware items, foundation bolts, termination plugs for electrical connections as required, and all other sundry items which are useful and necessary for proper assembly and efficient working of the various components of the work shall be deemed to have been included in the tender, whether such items are specifically mentioned in the tender documents or not.

After conclusion of the event, dismantling and removal of all material from the site and restoration of the soil which shall also be done within 15 days of completion of the Event.

3.10 Tools for Handling and Erection

All tools and tackles required for handling of equipment and materials at site of work as well as for their assembly and erection, maintenance & security and also necessary test instruments shall be the responsibility of the Bidder.

3.11 Provision for Electricity and Water

Electricity & water shall be arranged by the Authority at strategic locations of the venue. However further distribution arrangement shall be done by the Bidder. All cabling and distribution from the temporary substation at site or across the road is to be arranged by the Bidder. The Bidder shall be liable to pay for electricity and water consumed as per bill raised by the concerned department.

3.12 Site Availability

Bidders must note that the Site is a Government facility and all works to be carried out not disturbing the day to day work of the facility, the Bidder will take all necessary consent and permissions for the same from/through the Authority. All workers would need to carry a photo Identity card of the selected Bidder at all times.

3.13 Precaution at Venue

The Bidder must ensure at all times that the land provided for the Village is a Government land and no deed is to be performed which spoils the dunes and hillocks.

3.14 Maintenance and Security

The Bidders shall be responsible for maintenance of the provided area/venue and will keep the same clean/tidy during the occurrence of the event.

The Bidders shall be responsible for maintenance and watch and ward of the Structures and Equipment and other infrastructure, safety of all fittings and fixtures during the occurrence of the event.

The Bidder would also solely be responsible for all his staff, whether permanent or temporary, and ensure their safety and security. The Authority will not be, under any circumstances, responsible for this.

The successful bidder is only responsible for safety and security of all adventure sports activities executed as per this RFP document.

3.15 Specifications and Guidelines for Adventure Sports Activities

- I. The development of the project facilities shall be in accordance with safety and standards for rides 2003-04 formulated by Indian Association of Amusement Parks and Industries (IAAPI) along with BIS (Indian Standards). The applicable standards are IS 15475 – Amusement Parks Rides Safety Standards. For internationally manufactured equipments, TUV certification must be followed.
- II. On the operational front, Developer is required to obtain ISO 17842-1:2015 Safety of amusement rides and amusement devices and ISO 9001 (Quality) and OHSAS 18001 (Safety) certification to ensure the quality and safety of the daily operations of the project.
- III. For Bungee Jumping the Developer must follow the Canadian Bungee Code of Safe Practices, Code of Practice on Bungee Jumping – Hongkong or equivalent.
- IV. For water based and air based adventure activities the operator must ensure compliance to “Basic Minimum Standards for Adventure Tourism Related Activities” issued by Ministry of Tourism, Government of India. The operator must also ensure recognition as an approved Adventure Tour Operator (ATO).
- V. Water sports specifically have to comply with the “Safety Norms for Watersports” by National Institute of Watersports, Ministry of Tourism, Government of India.

3.16 Venue Details

Open Land available Kauncha, DNH (Map Annexed at – Annexure II)

3.17 Change in Management / Bidder Composition

No change in the composition of a Bidder will be permitted by the Authority during the Proposal Stage.

3.18 Right to Accept and Reject any or all Application(s)

- i) Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Application and to cancel or withdraw the RFP process and reject all Applications in full or in part, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.
- ii) The Authority reserves the right to reject any Application, if at any time a material misrepresentation is made or uncovered. This would lead to the disqualification of the Application.

3.19 Dispute Resolution Mechanism

If a dispute of any kind whatsoever arises between the Authority and the Company in connection with or arising out of the BID or the execution of the Logistics, whether during the execution of the work or after its completion and whether before or after repudiation or termination of the Agreement, including any dispute as to any decision, opinion, consent, expression of satisfaction, approval, determination of value, action or instruction of the Authority, the matter in dispute shall be referred in writing to the Legal Department of the Authority. Not later than 28 days after the day on which it received such reference, the Authority shall give notice of its decision of the same to the Bidder/successful bidder. If such a decision made under this Clause is not acceptable to any party, the U.T. ADMINISTRATION OF DADRA & NAGAR HAVELI AND DAMAN & DIU shall resolve the dispute except for issues falling under Jurisdiction.

3.20 Other Terms and Conditions

- i) The cables used should be ISI/BIS standard
- ii) All equipment should be ready four days prior to the execution dates in working condition.
- iii) The quantity mentioned in the RFP is as per the scope of work as on date.
- iv) All quantities can be increased or decreased as the case may be.
- v) The all-inclusive rates are to be inclusive of all input costs including but not limited to all equipment costs, management and operations costs and also should include replacement costs of any of the equipment(s) &/or part thereof.
- vi) The all-inclusive rates for execution of adventure sports activities at Kauncha, DNH from 7th to 13th August, 2021 are to be quoted online only and are to be inclusive of all transportation, labour, other charges, applicable taxes, etc.

4. Eligibility Criteria

4.1 Conditions of Eligibility of Bidders

The Bidder shall meet the below mentioned criteria:

(a) Technical Capacity:

- i) The Bidder shall have undertaken a minimum of 3 (three) eligible Adventure Sports Activity assignments as specified hereafter of which at-least 2 (two) should be of minimum Rs. 50 Lacs value each or more.

Eligible assignments:

For the purposes of determining and satisfying Conditions of Eligibility and for evaluating the Proposals under this RFP, the Assignments in respect of Adventure Sports Activity Projects, the following projects shall be deemed as eligible assignments (the "Eligible Assignments").

"Projects from Government / State Government / Semi-Government / PSUs / Departments / Chambers of Industry Associations / Tourism Boards"

- ii) The Bidder shall have professional experience of minimum 3-years in the specified field/line of business. The Company which has the work order / Invoice / Agreement shall only be considered for this purpose.
- iii) The Bidder can be a sole Proprietorship firm / a Partnership firm/ a Company incorporated under the Companies Act 1956 / 2013. Consortia, joint ventures, academic and voluntary organization are not eligible to participate in the RFP process.

(b) Financial Capacity:

The Bidder shall have received a Cumulative Turnover of Rs. 2 Crore (Rupees Two Crore) during the last three financial years preceding the PDD.

4.2 Documents to be submitted by eligible bidders:

Bidders must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for Evaluation. Bidders should upload scanned copy of the following with the Technical Bid to be submitted online. The hard copy should also be submitted as specified in the RFP.

- i) Tender Fee of Rs. 2,000/- and EMD of Rs. 50,000/- in the form of Demand Draft in favour of Member Secretary SPOTAC, payable at Daman
- ii) Company/Firm Registration Details with certificates
- iii) PAN card and GST Registration Certificate.
- iv) Turnover details of last three years along with CA Certificates. Cumulative Turnover from Adventure Sports during last 3-years should be at least Rs. 2 crore.
- v) Audited Balance Sheet of the last three years and Copy of Income Tax Return (ITR) of last three years.

4.3 KEY PERSONNEL

The Selected Company will be required to provide required experienced personnel including experts in the relevant fields as per requirement. The Selected Company shall have sufficient personnel and resources to accomplish all the tasks specified in this RFP. This will require a high degree of management and technical expertise directly related to the implementation of the proposed event. The Selected Company is expected to bring together a team of professionals capable of completing all aspects of the assignment.

5. Proposal Evaluation

5.1 Evaluation of Technical Proposals

- i) In the first stage, the Technical Proposal will be evaluated on the basis of Company's experience, understanding of scope of work and proposed methodology.
- ii) In case the bidder does not fulfill the Minimum Eligibility Criteria as specified in Clause 5.2, the bid shall be disqualified.

5.2 The scoring criteria to be used for evaluation shall be as follows:

SN	Evaluation Criteria	Scoring Methodology		Maximum Marks
1.	Technical Capacity of the Bidder			60
1.1	No. of Additional Projects undertaken	Additional Number of assignments of minimum Rs. 5 lacs undertaken by the applicant as specified in Clause 3.1 shall be awarded marks as under:		20
		Addl. Project	Marks	
		1 Project	10	
		2 Projects	15	
		3 & more Projects	20	
1.2	Relevant Experience	No of Years	Marks	20
		Above 3 to 5	10	
		Above 5 to 10	15	
		Above 10	20	
1.3	Cumulative Turnover of Company	Turnover in Rs.	Marks	20
		Above Rs 2 Cr to 4 Cr	10	
		Above Rs 4 Cr to 6 Cr	15	
		Above Rs 6 Cr	20	
2.	Presentation			40
2.1	Presentation reflecting Concept, Proposed Methodology & Work Plan	Evaluation will be based on the quality of presentation. The presentation should cover the following in sufficient detail:		
	a) Detailed Project Layout Presentation, Project Development & Execution Plan covering the following:- Concept design in 3D for Adventure Areas including Design Photos and Technical Specification of Structures, Power distribution and cabling and equipment Details, Concept design for Entry Arch and Façade, Manpower Deployment Plan including Engineers', Designers' Team & Rescue / Emergency Response Team which will be dedicated to this event etc.			20
	b) Specifications of activities including Maintenance,Safety & Security; Conceptbranding and hoarding designs; and Environment Compliance Plan			20
Total (1 + 2)				100

Note:

- In case the Company fails to submit the documentary proof in respect of above, then the Company will not be allotted proportionate marks in respect of the unavailable documentary proof for that particular item/criteria.

5.3 Evaluation of Financial Proposal:

- i) In the second stage, the financial evaluation will be carried out as per this Clause
- ii) Financial Proposal will be assigned a Financial score (FS).
- iii) For financial evaluation, the total cost indicated in the Financial Proposal for all the services will be considered.
- iv) The SPOTAC will determine whether the Financial Proposals are complete,unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services for each services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the scope of work within the total quoted price shall be that of the Selected Company. The lowest Financial Proposal (FM) will be given a financial score (FS) of 100 points. The financial scores will be computed as follows:

$$FS = 100 \times FM/F$$

(FS = Financial Score)

(FM = Amount of Lowest Financial Proposal)

(F = Amount of Financial Proposal quoted by the Company)

5.4 Combined and Final Evaluation:

- i) Proposals will finally be ranked according to their combined technical (TS) and financial (FS) scores as follows:

$$S = TS \times Tw + FS \times Fw$$

Where S is the combined score and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively.

- ii) The combined scores of the Company will be added to arrive at the final combined score.
- iii) The Selected Bidder will be the first ranked Bidder having the highest final combined score. The second ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws, or fails to comply with the requirements specified in the RFP, as the case may be.

5.5 Commencement of Services

On issue of LoA the bidder shall have to enter into a contract with the Authority on or before next 15-days from the date of receipt of such LoA.

6. PAYMENT SCHEDULE AND TIMELINE

6.1 Payments

The Bidder who successfully qualify, and selected to work on the Project would be paid as per the terms agreed with the successful bidder.

Payment	Time Limit
25% of the Fee Quoted by the Bidder	One day after issuance of the Work order
75% of the Fee Quoted by the Bidder	Within 15 days from the date of completion of event

6.2 Additional Work

- a. If, in the opinion of the Authority, it is necessary to carry out any work outside of the Terms of Reference for the purposes of the Assignment in addition to the Services, the Bidder, shall carry out such additional work and with the prior authorization of the Authority. Fees for such additional work shall be decided by mutual agreement at rate similar to that finalized for other similar project.
- b. If the entry of participant for activities increases as per point no 3.3 scope of work; the tender inviting authority may make the payment in proportion of each entry.

7. MISCELLANEOUS

- i) The Selection Process shall be governed by, and construed in accordance with, the laws of UT of Dadra & Nagar Haveli and Daman & Diu and the Courts at Daman shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process and execution of the project.
- ii) The SPOTAC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b. consult with any Bidder in order to receive clarification or further information;
 - c. retain any information and/or evidence submitted to the SPOTAC by, on behalf of and/or in relation to any Bidder; and/or
 - d. independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- iii) It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the SPOTAC, its employees, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- iv) All documents and other information supplied by the SPOTAC or submitted by a Bidder shall remain or become, as the case may be, the property of the SPOTAC. The SPOTAC will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- v) The SPOTAC reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

- vi) After selection, a Letter of Award (LOA) shall be issued in duplicate, by SPOTAC to the Selected Bidder and the Selected Bidder shall sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event of 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, cancel the LOA and the next highest ranking Bidder may be considered.
- vii) Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Authority's antifraud and corruption policy.
- viii) Authority will have the right to terminate the contract by giving written notice. In the event of termination for no fault of Bidder, the Authority will reimburse all the expenses incurred by the Bidder (upon submission of proof) including closing up of the Project. If the contract is terminated due to the fault of the Bidder or in case of termination of the contract by the Bidder not attributable to the Authority, the Authority will forfeit the performance security of the Bidder.
- ix) The SPOTAC reserves the right to add or reduce the scope of work at its discretion.
- x) Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.
- xi) A Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.
- xii) Force Majeure
Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.
- xiii) A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event within 4 days, and shall similarly give written notice of the restoration of normal as soon as possible.
- xiv) Arbitration
Hon'ble Courts of Daman shall have the jurisdiction and the venue of arbitration shall be Daman and will be governed by provisions of the Indian Arbitration & Reconciliation Act.

8. LIQUIDATED DAMAGES AND PENALTIES

8.1 Liquidated Damages

a) Liquidated Damages for error/variation

In case any error or variation is detected in the work of the Bidder and such error or variation is the result of negligence or lack of due diligence on the part of the Bidder, the consequential damages thereof shall be quantified by the SPOTAC in a reasonable manner and recovered from the Bidder by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.

b) Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 10% (ten per cent) of the Tender Value per day, subject to a maximum of 25% (twenty five per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Bidder, suitable extension of time shall be granted.

c) Encashment and appropriation of Performance Security

The SPOTAC shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Bidder in the event of breach of this Agreement or for recovery of liquidated damages specified in this RFP

d) Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in the RFP, warning may be issued to the Bidder for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Event or on the reputation of the SPOTAC, civil, criminal and other penal actions including debarring for a specified period may also be initiated as per policy of the SPOTAC and blacklist the Bidder for all future projects.

9. Conflict of Interest

9.1 The Bidder shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the any terms of this RFP document.

a) The Bidder and its Affiliates not be otherwise interested in the Project

The Bidder agrees that, during the term of this Agreement and after its termination, the Bidder shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction therein shall not apply after a period of three years from the completion of this assignment or to agency/consulting assignments granted by banks / lenders at any time; provided further that this restriction shall not apply to consultancy / advisory services provided to the Authority in continuation of this Bidder or to any subsequent consultancy / agency services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Bidder shall include a partner in the firm of the Bidder or a person who holds more than 5% (five percent) of the subscribed and paid up share capital of the Bidder, as the case may be & any associate thereof.

b) Prohibition of conflicting activities

The Bidder nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- i. During the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement
 - ii. After the termination of this Agreement, such other activities as may be specified in the Agreement; or
 - iii. At any time, such other activities as have been specified in the RFP as Conflict of Interest.
- c) The Bidder and its Personnel shall observe the highest standard of ethics and should not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this RFP, the Authority shall be entitled to terminate this contact forthwith by a communication in writing to the Bidder, if it determines that the Bidder has directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after applying the bid document. In such an event, the Authority shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

- d) Without prejudice to the rights of the Authority under Clause above and the other rights and remedies which the Authority may have under this Agreement, if the Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Bidder shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- e) The following terms shall have the meaning hereinafter respectively assigned to them:
- i. **“corrupt practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser to the Authority in relation to any matter concerning the Project.
 - ii. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - iii. **“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 Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
 - iv. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - v. **“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 Selection Process.

f) Disclosure obligation

Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Authority, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract.

10. IMPORTANT DATES FOR SUBMISSION OF PROPOSAL

TIMELINES FOR THE RFP		
Item	Date	Time
Bid Document Downloading Starts	30/06/2021	-
Pre-Bid Conference at Conference Hall, Secretariat, Moti Daman	14/07/2021	10:30 hrs
Last Date for Online Submission of Bids	14/07/2021	10:30 hrs
Last Date of submission of Hard Copy of Technical Bids	07/07/2021	16:00 hrs
Technical Bid Opening	14/07/2021	11:00 hrs
Presentation at Conference Hall, Secretariat, Moti Daman	14/07/2021	15:00 hrs
Financial Bid Opening	After the technical evaluation	

The dates mentioned above are subject to change at SPOTAC's discretion with prior notice to the Bidders. No offer will be accepted after the Proposal Due Date (PDD)

Sd/-
Member Secretary
(SPOTAC), DNH & DD

ANNEXURE I

Financial Bid

(to be submitted in online bid only)

Sr No	Details of the Activity	Rate for executing the Activity (In Rs)
1.	Trekking & Camping At Any Two (02) locations from following Six (06) locations: Vastal, Bonta, Mandoni, Tinoda, Satmaliya, Umerkui for 210 Numbers of participants for activities (for total 7 days)	
2.	Bungee Jumping (150 ft Triple Safety System) at Dudhani Jetty and for 560 Numbers of participants for activities (for total 7 days)	
3.	Hot Air Balloon (if feasible) At Kauncha for 420 Numbers of participants for activities (for total 7 days)	
4.	Zip Lining (300ft to 3000ft as per technical feasibility) At Kauncha for 560 Numbers of participants for activities (for total 7 days)	
5.	Giant Swing (150 ft swing span) At Kauncha for 560 Numbers of participants for activities (for total 7 days)	
6.	Para Motor (3000 ft) at Kauncha for 350 Numbers of participants for activities (for total 7 days)	
7.	Paintball Battle Game (Army style setup) at Kauncha for 560 Numbers of participants for activities (for total 7 days)	
8.	Mud Rush (ATV Bike) (07 Nos) at Kauncha for 560 Numbers of participants for activities (for total 7 days)	
9.	Boating/ Boat Racing (Existing boat) at Dudhani Jetty Numbers of participants for activities (for total 7 days)	
10.	Kids Multiple Activity Tower Setup (30 activity fixed in one tower) at Kauncha Open Activity (for total 7 days)	
11.	Applicable Taxes	
	Total Amount in Rs.	
Amount in Words:		

ANNEXURE II
Map of the Location
Kauncha Garden (Dadra & Nagar Haveli)

