

**UT ADMINISTRATION OF DAMAN AND DIU
DEPARTMENT OF TOURISM, DAMAN**

No. 4/348/DDT/2015-16/258

Date: 17/04/2018

TENDER NOTICE

The Department of Tourism, UT Administration of Daman & Diu invites tenders from eligible parties to participate in "RFP for Operation and Maintenance of Floating Restaurant at Daman and Diu Port (6th Call)" Tender ID: 306146

Last Date of Submission of Bids: 24/04/2018 at 1600 Hrs

The tender document can be downloaded from www.daman.nic.in / www.nprocure.com.

Sd/-
Deputy Director Tourism
Daman

TENDER NO. 4/348/DDT/2015-16/ 256

REQUEST FOR PROPOSAL

**FOR OPERATION AND MAINTAINENCE OF FLOATING
RESTAURANT IN DAMAN & DIU PORT
(6th Call)**

Issued by

Society for Promotion of Tourism, Art and Culture (SPOTAC)

Department of Tourism

UT Administration of Daman & Diu

Paryatan Bhawan,

Nani Daman – 396 210

Daman

Phone: 0260 2250002

Email: tourism-dmn-dd@nic.in

Date: 16/04/2018

Any amendments in this tender including the dates, venue, corrigendums, clarifications to pre - bid queries etc. shall be posted on the website www.nprocure.com and Separate newspaper advertisement may not be placed. The tenderers are required to keep themselves informed of the developments by visiting websites regularly.

CONTENTS

Sl. No.	DESCRIPTION	PAGE No.
1	NOTICE INVITING TENDERS	3
2	INSTRUCTIONS TO TENDERERES	5
3	GENERAL CONDITIONS OF LICENSE	19
4	SPECIAL TERMS AND CONDITIONS OF THE LICENSE	26
5	UNDERTAKING BY THE TENDERER (Annexure - I)	32
6	LICENSE AGREEMENT (Annexure - II)	33
7	DATA SHEET (Annexure - III)	35
8	PREAMBLE TO TENDER (Annexure - IV)	37
9	FINANCIAL OFFER (Annexure - V)	39
10	FORMAT IN THE CASE OF JOINT VENTURE AGREEMENT (Annexure - VI)	41
11	DISPUTE RESOLUTION (Annexure - VII)	43

TOURISM DEPARTMENT, UT OF DAMAN & DIU

NOTICE INVITING TENDER

Sealed Tenders are invited on behalf of President of India by Member Secretary, SPOTAC, Daman & Diu, from experienced parties for "**OPERATION AND MAINTAINENCE OF FLOATING RESTAURANT IN DAMAN & DIU**"

- 1.1 The proposal is to be submitted online on www.nprocure.com. The technical bid copy must also be sent as hard copy to the office of Member Secretary SPOTAC, Daman & Diu.
- 1.2 The technical proposal received will be evaluated and work will be awarded in accordance with criteria of evaluation as stipulated in the tender documents.
- 1.3 The license shall be granted for a period of 3 years. Tourism Department is not the licensing authority for Floating Restaurant but only providing water front and landing / boarding points on license basis.
- 1.4 The interested firms may alternatively download the Tender documents from the UT Administration website www.daman.nic.in. & www.nprocure.com The payment of Rs. 1,000/- (Rupees One Thousand only) as cost of tender document can be made by Demand Draft/ Banker`s Cheque drawn in favour of " Member Secretary, SPOTAC" on any Scheduled/Nationalized Bank having its branch at Daman. The same shall be submitted along with the technical proposal in technical cover. The downloading of document shall be carried out strictly as provided on website. No editing, addition/deletion of matter shall be permitted. Undertaking to that effect as per Annexure- I shall be submitted.
- 15 **EARNEST MONEY DEPOSIT (EMD)**
The Earnest Money Deposit shall be Rs. 3.00 lakhs (Rupees Three Lakhs only) in the form of Demand Draft/ Bankers Cheque drawn in favour of Member Secretary, SPOTAC on any scheduled/ Nationalized Bank having its branch at Daman
- 16 **VALIDITY:**
The Bids shall be valid for a period of 180 days from the date of opening of Technical bid.

17 MINIMUM ELIGIBILITY CRITERIA

- i. The Bidder should fulfill the requirement of Minimum Eligibility Criteria as per Clause no. 2.9 Instructions to Tenderer.
- ii. Copy of all document submitted in support of financial capacity shall be certified by Chartered Accountant / Company Secretary.
- iii. Last date of receiving queries is 24/04/2018 at 1600hrs addressed to Member Secretary (SPOTAC), Daman.
- iv. Tender documents are non transferable. Tenderer must obtain the tender document in their own name and submit the tender directly in the same name.
- v. Offers sent by fax/telex or email will be treated as non-responsive and will be rejected.
- vi. The Member Secretary, SPOTAC, Daman & Diu reserves the right to reject any or all the offers for the proposed work without assigning any reason.
- vii. The offers are required to be submitted as detailed in the Tender document. properly sealed and superscribed as "Tender For Operation and Maintenance Of Floating Restaurant On License Basis In Daman & Diu Port" and addressed to the Member Secretary, SPOTAC, Daman & Diu", and shall be sent by hand delivery/Registered Post/Speed Post/courier so as to reach the Office of the "Member Secretary, SPOTAC, Daman & Diu on or before 24/04/2018 upto 16.00 hrs. (IST). The Technical Cover (1st Cover) will be opened on 24/04/2018 at 17.00 hrs (IST) in the presence of the bidders who may wish to remain present at the time of opening of the bids.

Member Secretary,
SPOTAC, Daman & Diu

2. INSTRUCTION TO TENDERER

2.1 Background:

a) Daman Port

Daman or Damao, a Union Territory was a Portuguese enclave for four and a half centuries till the close of the colonial rule in 1961. The first Portuguese Captain Diogo de Mello, while on his way to Ormuz, met with a violent cyclone and when all hopes were lost, suddenly found himself at the Daman coast. Daman was the battleground to oust the Portuguese and had witnessed many a wars waged against the alien powers. It had been a melting pot where races and cultures met and mixed to bring forth a multicoloured identity. This paradise of peace, solitude and contentment with its coastline about 12.5 km along the Arabian sea (the Gulf of Khambhat) was once known as Kalana Pavri or Lotus of Marshlands. A laid back little town, Daman is divided by the Damanganga river. Nani Daman (or Little Daman) in the north and Moti Daman (or Big Daman) in the south which retains something of the Portuguese atmosphere in its Government buildings and churches of colonial origins enclosed within an imposing wall.

Daman, near Surat in the south of Gujarat is a small port in the Gulf of Khambhat (Cambay). With its easy accessibility, just 12 km from Vapi, the nearest railway station on the Delhi-Mumbai and Ahmedabad-Mumbai rail route and very close to the national highway (NH 8) and with adequate infrastructure, Daman besides attracting weekend tourists from neighboring Gujarat and Maharashtra is poised to become a favored destination for travelers from all over the country as well as the business visitors.

Daman gratifies the whims of sun bathers and swimmers at its beaches, the historic churches with finely carved statues, majestic forts that rise in their imposing splendor, coconut groves, abundant greenery and round the year temperate climate all provide a lovely escape for those in search of bliss, happiness and fun far away from the bustles of city life. Being a port town, it offers an exquisite variety of sea food, fare to satisfy the demanding palates of fish lovers, while the quaint bars and sea side modern restaurants satisfy the pleasure of life. The friendly and hospitable people, Hindus, Christians, Parses and Muslims all living in harmony here on this exquisite pearl on the west coast compel visitors to come again and again. Of late, the town has fast emerged as the right place for corporate meets, conferences, seminars,

orientation programmes and training sessions. Today Daman offers everything, be it heritage, culture, leisure, fun, adventure and business tourism.

b) Diu Port

Look around Diu or Ilha de Calma and you will find Portuguese history infused in its very being. Enriched with fascinating tales of the bygone era, this serene island became a part of the Indian Union Territory on December 19, 1961. Deriving its name from the Sanskrit word 'dweep', history has established it as an untouched island boasting of a magical blend of sea, sand and sun. Whether it is the food or even the brilliant architecture, you will find a surreal touch of Portuguese history running through the veins of the island. From this confluence of cultures, Diu's own legends and tales have emerged. Take a break, take your time. Uncover myriad secrets of Diu covered under layers of time.

Ilha de Calma or Diu has Portuguese influence in its veins. Hence it doesn't come as a surprise that mouth-watering Portuguese food is common here. Also, being a coastal region, seafood is available aplenty. Dig into a wide variety of the freshest catch, as you enjoy the serenity of the island. Given its proximity to Gujarat, one could also enjoy traditional Gujarati food wherein a regular meal comprises Rotli and tea for breakfast, Rotla and saag for lunch and chokha along with saag and curry for dinner. Some of the dishes prepared on festive occasions include puri, lapsee, potaya, dudh-plag, and dhakanu. While alcohol is prohibited in the neighbouring state of Gujarat, you can plan a getaway where you can to relax in Diu with a drink or two.

The nearest railway junction is Veraval, which is 90 km from Diu. Major cities like Mumbai, Ahmedabad, Pune, Jabalpur (Madhya Pradesh), Dwarka and Thiruvananthapuram are directly connected to Veraval Railway Station. Moreover a meter gauge at Delwada is just 8 km from Diu. Daily, two trains connect Junagadh & Veraval to Delwada Railway Station.

- c) Proposed facility – Floating Restaurant is intended to be a signature project in Daman and Diu to match Daman-Diu stature as the leisure destination, and to its enterprising people and the ever increasing tourists. UT Administration through this tender process is seeking such financially sound and professionally competent licensees to deliver international experience.

- 2.2** To obtain first hand information on the assignment and on the local conditions, the bidders are advised to pay a visit to the project site before submitting a proposal. Please note that the cost for preparing the

proposal including visits to the Port of Daman -Diu and the project area, are not reimbursable.

2.3 The proposals must be properly signed as detailed below:

- a) By the proprietor in case of proprietary firm.
- b) By the partner holding the power of attorney in case of a firm is a partnership firm (a Certified copy of the power of attorney shall accompany the proposal).
- c) By duly authorized person holding the power of attorney in case of a Limited company or corporation (a certified copy of the power of attorney shall accompany the proposal).

2.4 Amendment of Proposal Document:

- (a) At any time before the due date for submission of proposals, the Member Secretary, SPOTAC, Daman & Diu may, for any reasons, whether at its own initiative or in response to a clarification requested by the firms, modify the documents by amendment. The amendment will be notified on UT Administration, Daman website www.daman.nic.in as well as in writing either through facsimile/ registered post / courier / email to all firms who have purchased the bid document and will be binding on them. The Member Secretary, SPOTAC, Daman & Diu may at its discretion extend the deadlines for the submission of proposals.
- (b) Firms requiring a clarification on the Proposal Document must notify the Member Secretary, SPOTAC, Daman & Diu in writing, not later than 5 days prior to the pre-bid meeting. Any request for clarification in writing must be sent to the Member Secretary, SPOTAC, Daman & Diu address indicated above by facsimile/ Post/Courier. The Member Secretary, SPOTAC, Daman & Diu will respond by facsimile/ registered post/courier/email to such requests and copies of the response will be sent to all the firms who have purchased the Proposal document.

2.5. A Scope of the Proposal:

Member Secretary, SPOTAC, Daman & Diu intend to invite proposals from experienced parties for Tender for OPERATION AND MAINTAINENCE OF FLOATING RESTAURANT IN DAMAN PORT & DIU PORT. The bidder(s) have to quote separately for Daman & Diu respectively. The proposal including the financial bids would be evaluated separately for Daman & Diu.

Sl. No.	Locations
1.	Daman
2.	Diu

2.5. B Charges payable to Member Secretary, SPOTAC, Daman & Diu and Bid Selection Criteria:

- (i) The minimum reserved price for this is Rs.3,50,000/- (Rupees Three Lakh Fifty Thousand) Per month.
- (ii) The bidder quoting highest competitive bid over and above the reserved price to be H1, next below to be H2, & so on.
- (iii) The successful bidder shall furnish a Bank Guarantee Rs. 10.00 lakhs for Floating Restaurant as Security Deposit for specific performance of the contract and against payment due to the Tender Inviting Authority.
- (iv) Gross Revenue – Gross Revenue will constitute any and all amounts received for items/ services offered on Floating Restaurant
- (v) No anchorage fees shall be separately levied on Floating Restaurant.

25. C Minimum specification for Ships for Floating Restaurant.

- (a) Should have facility comparable to at least 3 star land based Restaurant.
- (b) Minimum Capacity -100 seats

2.6 Brief Description of Bidding Process:

- (a) Member Secretary, SPOTAC, Daman & Diu invites online bids (Technical and Financial).

Stage 1:- Technical Proposal Evaluation

Stage 2:- Financial Proposal Evaluation

- (b) For the purpose of the Step- 1, the Bidders are required to submit documents listed in Clause No. **2.14** As T e c h n i c a l Proposal. The Technical Proposal of the Bidders will be evaluated as per tender requirement. The Financial Proposal of the Bidders who do not meet the criteria stipulated in Clause No. **2.14**, will not be considered & rejected.
- (c) Under Step-2, the Financial Proposal of Bidders who qualify in Step-1 will be opened and evaluated to establish the Financial status of the bids. The Financial Proposal shall be submitted as per the format given in **Annexure-V**. (in sealed envelope as well as www.nprocure.com)
- (d) The Proposal shall be ranked as first Highest (H1), Second Highest (H2) and so on, based on the amount quoted in Financial proposal.

2.7 Eligible Bidders:

- (a) The Bidder may be a single entity or a group of entities (hereinafter referred to as Consortium), coming together for providing the Services. The term Bidder used hereinafter would therefore apply to both a single entity and a consortium.
- (b) The detailed evaluation of the proposals received will be carried out in accordance with Tender document.
- (c) Proposals submitted by a Consortium would be bound by the following additional stipulations:
- (i) Members of the Consortium shall nominate one member as the Lead Member and Lead member of the Joint Venture/ consortium shall satisfy the Minimum Eligibility criteria.
 - (ii) The proposal should contain the information sought in this document for the Lead Member and all other members;

(iii) In case of Joint Venture (JV)/ Consortium, the lead member shall fulfill all minimum eligibility criteria and there should not be any change of lead member, during currency of license period. The firm who has purchased the "Proposal Document" must be a member of J.V./ Consortium.

2.8 PROPOSALS BY CONSORTIUM:

In case the applicant is a Joint venture of two or more firms, the Proposal shall be accompanied by a certified copy of legally binding Memorandum of Understanding (MOU) as per **Annexure VI** signed by all firms to the joint venture confirming the following :

- (a) Date and Place of Signing.
- (b) The purpose of Joint Venture (must include the details of contract for which the joint venture has been invited to bid.)
- (c) A clear and definite manner including the proposed administrative arrangements for the management and execution of the contract works.
- (d) Delineation of the duties / responsibilities and scope of works to be undertaken by each firm.
- (e) An undertaking that the firms are jointly and severally liable to the Member Secretary, SPOTAC, Daman & Diu for the performance of the contract;
- (f) Authorized representative of the joint venture:

It is expected that one of the firms of the Joint Venture will act as the lead firm representing the Joint Venture. The duties, responsibilities and powers of such lead firm shall be specifically included in the MOU/agreement. It is expected that the lead partner would be authorized to incur liabilities and to receive instructions on behalf of the Joint Venture.

- (g) In the event of default by any member in the execution of assignment or part thereof, the lead member will have the authority to assign the apportioned work to any other member acceptable to the Member Secretary, SPOTAC, Daman & Diu to ensure satisfactory compliance of instructions.

2.9 Minimum Eligibility Criteria

Technical Criteria: The bidder or their associate / consortium should have at least 3 years' experience of Operation & management of a vessel/cruise ship with experience of managing a restaurant/ hotel. In case of JV, the experience of lead partner shall be considered as pre-qualification.

Financial Criteria:

- The bidder/s should have net worth of at least Rs. 1.00 Crore at the end of 31.03.2017. In case of JV, the lead member should satisfy this criterion.
- The financial data/ documents / reports shall be certified by Chartered Accountant / Company Secretary.
- Turnover from floating hotel/restaurant operation/ vessel operation should be Rs. 25 lakhs/annum in each of last 3 years.

2.10 Earnest Money Deposit (EMD)

- (a) The Earnest Money shall be lodged by the tenderer on the understanding that in the event of the tenderer withdrawing his tender before the expiry of the tender validity period stipulated in the Tender Notice, the Earnest Money deposited by the tenderer shall be forfeited.
- (b) The tender/ proposal shall be accompanied by Earnest Money Deposit of Rs. 3 .00 l akhs (Rupees Three Lakhs Only) in the form of Demand Draft/ Banker's C h e qu e drawn in favour of Member Secretary, SPOTAC, Daman & Diu on any Scheduled /Nationalized Bank having its branch at Daman.
- (c) Bids if not accompanied by the requisite Earnest Money Deposit (EMD) shall be treated as invalid.
- (d) Member Secretary, SPOTAC, Daman & Diu will return, generally within 10 days of the opening of the price covers of the tenders; the Earnest Money Deposits lodged by all tenderers except for those whose offers are ranked as the first three **highest** acceptable tenderers. Such tenderers are requested to contact Member Secretary, SPOTAC, Daman & Diu for claiming such refund along with original EMD receipt issued by this office. These tenderers have to surrender the original EMD receipt for obtaining refund. No fresh correspondence in this regard will be made by Daman-Diu Administration.
- (e) EMD of the tenderers ranked as first three **highest** shall be refunded on lodgement of performance security by the successful tenderer.

2.11 Member Secretary, SPOTAC, Daman & Diu's Right to Accept or Reject Proposal:

- (a) Notwithstanding anything contained in this Proposal Document, Member Secretary, SPOTAC, Daman & Diu reserves the right to accept or reject any Proposal and to annul the bidding process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.
- (b) Member Secretary, SPOTAC, Daman & Diu reserves the right to reject any Proposal if:
 - (i) at any time, a material misrepresentation is made or uncovered, or
 - (ii) the Bidders does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposal.

2.12 Contents of Proposal Document:

The Proposal Document comprises the contents as mentioned in this document and would additionally include replies to Pre-bid queries, Addenda if any, issued in accordance with **Clause 2.4**

2.13 Format of Proposal:

- (a) Bidders would provide all the information as per this Proposal Document and in the specified formats. Member Secretary, SPOTAC, Daman & Diu reserves the right to reject any Proposal that is not in the specified formats.
- (b) If the Proposal consists of more than one volume, Bidder must clearly number the volumes and provide index table of contents.
- (c) The Proposal shall be typed or printed or prepared in indelible ink and the Bidder shall initial each page. The authorization to sign the document must be confirmed by a written power of attorney accompanying the proposal.
- (d) The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the bidders themselves, in which cases such corrections must be initialed by the person or persons signing the proposal.

- (e) Completed technical and financial proposal must be delivered on or before the time and date stated in proposal document.

2.14 Preparation and Submission of Proposal:

- (a) The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by Bidder with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting documents, which are not translated into English, may not be considered for the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

- (b) **First envelope titled as "Technical Proposal"**

The bidders are expected to examine all terms and instructions included in the document. Failure to provide all requested information will be at bidder's own risk and may result in rejection of proposal. The technical proposal shall contain the following:

- i) Tender document along with all enclosure duly signed.
- ii) Power of Attorney in the name of persons/s signatories of the proposal.
- iii) The Proposal Document and compilation of pre-bid queries/ answers if any with each page initialed by the authorized signatory in token of having been read and accepted by the bidders.
- iv) Proposed association arrangement (if any).
- v) Earnest Money Deposit of Rs. 3.00 lakhs in the form of Demand Draft/ Banker's Cheque drawn in favour of 'Member Secretary SPOTAC, Daman' on any Scheduled/ Nationalised Bank having its branch at Daman.
- vi) Receipt of payment of cost of tender document of Rs. 1,000/- issued by the Member Secretary, SPOTAC, Daman & Diu OR in case of downloaded document from UT Administration Daman website, Demand Draft/ Banker's Cheque drawn in favour of 'Member Secretary, SPOTAC, Daman' (on any Scheduled/ Nationalised Bank having its branch at Daman) of Rs. 1,000/- (Rupees One Thousand only) shall be enclosed.

NOTE:- BIDDERS MUST NOT INDICATE DIRECTLY OR INDIRECTLY THEIR FINANCIAL PROPOSAL ANY WHERE IN ENVELOPE OF TECHNICAL PROPOSAL.. ANY SUCH DISCLOSURE SHALL RESULT IN SUMMARILY REJECTION OF WHOLE OF THE PROPOSAL OF THE CONCERNED BIDDERS.

2.15 Sealing and Marking of Proposal.

- (a) The Bidder shall seal the Technical Proposal in an envelope duly marking the envelopes as 'TECHNICAL PROPOSAL' (entire proposal set and relevant information called for **keeping Annexure – V blank**) and the Financial Proposal shall be submitted online only.
- (b) Each envelope shall indicate the name and address of the Bidder.
- (c) The envelope shall clearly bear the following identification:
Proposal for "Tender for Operation and maintenance of Floating Restaurant in Daman & Diu Port"
- (d) The envelope shall be addressed to:

Member Secretary (SPOTAC)
Paryatan Bhavan, Nani Daman
Pincode - 396210
- (e) If the envelope is not sealed and marked as instructed above, the Proposal may be deemed to be non-responsive and would be liable for rejection. Member Secretary, SPOTAC, Daman & Diu assume no responsibility for the misplacement or premature opening of such bids.

2.16 "Financial Proposal".

The total price offer inclusive of all taxes price offer must be filled online only as per the formats given in the Financial Proposal, ANNEXURE - V **enclosed** with this Proposal Document.

Note: - NO COUNTER CONDITIONS SHOULD BE INCLUDED ANYWHERE IN THE PROPOSAL. CONDITIONAL PROPOSAL MAY BE SUMMARILY REJECTED.

2.17 TAXES AND DUTIES:

The successful tenderer shall pay all taxes (including GST), levy, duty, etc., which they may be liable to pay to UT Administration of Daman-Diu & Government of India or any other authorities under any law for the time being in force in respect of or in accordance with the execution of License Agreement. The successful tender shall further be liable to pay such increase in the taxes, levy, duty etc, under the existing law or which may be liable as a result of introduction of any law. Increase in taxes, levy, duty etc., or imposition of new taxes, levy, duty etc., shall not be a ground or an excuse for not complying with the formalities within the stipulated time or a ground or an excuse for extension of time for completing the License Agreement. All such payments to be made by the Tenderer are deemed to have been included/considered while quoting the tender.

2.18 Proposal Due Date:

- (a) Proposal should be submitted upto time and date indicated in clause No. 2.32 or extended date of submission of bids at the address provided in Clause 2.15 (d) in the manner and form as detailed in this Proposal Documents. Proposals submitted by facsimile transmission, telex or e- mail will not be acceptable.
- (b) Member Secretary, SPOTAC, Daman & Diu at its sole discretion, may extend the last date of submission of bids by issuing an Addendum if any.

2.19 Late Proposal:

Any Proposal received by Member Secretary, SPOTAC, Daman & Diu after last date of submission of bids as in Clause No. 2.32 may not be accepted and shall be returned unopened to the Bidder.

2.20 Validity of Proposal:

The proposal shall be valid for a period of 180 days from the date of opening of Technical Proposal.

2.21 License Period:

The license shall be granted for a period of 3 Years on fixed reserved price basis and as detailed under various sections of this tender document

2.22 Modification to submitted proposals:

Any alterations, modifications or change in the submitted proposals shall be sent in writing and must reach Member Secretary, SPOTAC, Daman & Diu prior to the closing time on last date set for submission of proposals. No notice of change, alterations or modification of the proposal shall be accepted after closing time on last date.

2.23 Responsiveness of Proposals:

The proposals received on time shall be examined for responsiveness. A responsive proposal is one which conforms to all requirements of the Proposal Document. A proposal shall be treated non-responsive for any or all of the following reasons:-

- a) Tenders not accompanied by requisite EMD as prescribed.
- b) Validity of proposal not confirmed.
- c) Proposal documents not signed and sealed in the manner prescribed in the Tender Document.
- d) The tender and supporting documents show significant variations and or inconsistency/ies.

A non-responsive proposal shall be rejected at this stage and the bid of the concerned bidder/s shall not be opened

2.24 Scrutiny of Technical Proposals:

Responsive bids shall be examined in detail for their technical contents.

- (a) Compliance to detailed Terms & Conditions of Tender Document. The detailed evaluation of Technical proposals shall be carried out in accordance with Evaluation Criteria given in Tender Documents.
- (b) In the process of this examination, some clarifications may become necessary. These shall be sought and furnished in writing. However, the basis of proposal shall not be permitted to be changed/altere d either to fulfill minimum eligibility criteria or to make a non-responsive proposal responsive or to qualify for meeting the technical proposal parameters.

2.25 Opening and evaluation of second envelope viz. Financial Proposal:

- a) Financial Proposal of responsive bidders who are found acceptable on scrutiny of technical contents and satisfy the criteria for evaluation, as specified in Tender Document will be opened in the presence of authorized representative of concerned bidders who may wish to remain present. The date and venue of opening of financial proposal will be conveyed to the qualified bidders.
- b) Evaluation of Financial proposals will be carried out on the basis of the reserved price quoted over and above the minimum price of Rs.3, 50,000/-per month per location (either Daman or Diu). Then ranking shall be decided based on offers received from the bidder/ firm in Financial Proposal in the format at **Annexure V**. In case of discrepancy between amount quoted in figures and words, the amount quoted in words shall prevail. The top 3 **highest** acceptable evaluated offer will be considered for award.

2.26 **Award of License:**

Prior to the expiration period of proposal validity/ extended validity, the Member Secretary, SPOTAC, Daman & Diu will notify the successful bidders who are ranked **H1, H2 & so on** among the qualified bidders in technical evaluation, in writing by registered letter or facsimile. The parties selected for award of assignment shall be issued a Letters of Award by Member Secretary, SPOTAC, Daman & Diu. This letter along with written acknowledgment of the successful parties shall constitute contract between the party/ies with Member Secretary, SPOTAC, Daman & Diu till signing of formal agreement.

2.27 **Confirmation of Receipt:**

Bidder shall acknowledge by facsimile/ post/courier the receipt of Letter of award and confirm the acceptance of the proposal.

2.28 **Payment of Security Deposit:**

Within 14 days of issue of letter of award from the Member Secretary, SPOTAC, Daman & Diu the successful bidders shall arrange to make payment of "**Security deposit**" of Rs. 10.00 lakhs each to Member Secretary, SPOTAC, Daman & Diu in the form of a Bank Guarantee as per the approved

format of the Administration. Failure of the successful bidder to deposit the required amount shall constitute sufficient grounds for the termination of contract and bidder shall be debarred from participating in such tender for next 3 years.

2.29 Signing Of License Agreement:

Within 21 days of date of issue of Letter of Award, the successful bidders shall sign formal agreement as prescribed in Annexure- II of Proposal Document with such modifications as may be necessary and the correspondence exchanged up to and including the stage of award of the contract and the letter of acceptance. The stamp duty incurred in connection with this Agreement will be borne by the Licensee. Until such Agreement is executed the acceptance of the tender in terms of the Contract as defined shall be binding upon the parties and shall be the Contract.

2.30 Extension of validity of proposal:

If it becomes necessary, Member Secretary, SPOTAC, Daman & Diu and may request the bidders, in writing, to extend validity of proposals.

2.31 Pre-Bid Meeting:-

- a) The bidders or his authorized representative is advised to attend a Pre-Bid meeting which will be convened at the Conference Hall, at Secretariat, Daman on date and time indicated in Clause No. 2.32.
- b) The purpose of the meeting will be to clarify issues on proposal and to answer queries on any matter that may be raised at that stage. No queries after the Pre-Bid meeting will be entertained.
- c) The bidders are requested to submit any query in writing so as to reach the Member Secretary, SPOTAC, Daman & Diu not later than five (5) days before the date of Pre-Bid meeting.
- d) The questions raised by Bidders in writing and reply of Member Secretary, SPOTAC, Daman & Diu thereof will be furnished to all bidders who purchased the Proposal Documents and will also be published on www.daman.nic.in website. Any modification of the Proposal Documents, which may become necessary as a result of the Pre-Bid meeting, shall be made by the Member

Secretary, SPOTAC, Daman & Diu exclusively through the issuance of an addendum as well as by publishing on UT Administration website.

- e) The queries arise out of discussion during pre-bid meeting will also be considered and replied by “Member Secretary, SPOTAC, Daman & Diu” along with already received pre-bid queries.

2.32 **SCHEDULE OF BIDDING PROCESS :**

Member Secretary, SPOTAC, Daman & Diu has fixed the following schedule for this bid. In order to meet the target dates, all bidders are requested to respond expeditiously to inquiries during the evaluation process.

a)	On line downloading of tender document	16.04.2018 at 1800 Hrs
b)	Last date of receiving queries from bidders	20.04.2018 at 1600 Hrs
c)	Date and time for online submission of Technical Bid	24.04.2018 upto 1600 Hrs
d)	Date and time for Physical submission of Technical Bid	24.04.2018 upto 1600 Hrs
e)	Date of time for opening of tender (technical bid)	24.04.2018 upto 1700 Hrs
f)	Date of time for opening of tender (Financial bid)	24.01.2018 upto 1800 Hrs

GENERAL CONDITIONS OF LICENSE

3.1 Definitions and General Notes:

“**Licensor**” means “Member Secretary, SPOTAC, Daman & Diu”

“**Licensee**” means the successful tenderers to whom the license is granted by the licensor on the terms and conditions outlined in the Tender Document.

“**License**” means an authorization by the “Licensor” to the Licensee”.

“**Financial Offer**” means the undertaking; the prospective Bidder has to give in **Annexure-V**

- i In these conditions and everywhere in the Tender Document expressions in singular may in the appropriate context include plural and vice-versa.
- ii Headings are only for reference guidance.

3.2 GRANT OF LICENSE:

License will be granted to the successful Tenderers in consideration of payment to MEMBER SECRETARY, SPOTAC, DAMAN & DIU as accepted by the Tenderers (Licensee) in Undertaking placed at Annexure-V.

License shall be granted at the cost, charges and expenses of the Licensee for Floating Restaurant.

3.3 LICENSEE’S OBLIGATIONS UNDER THE LICENSE:

The licensee’s obligations shall be as under:-

- a) To accept License on the terms and condition contained herein;
- b) To save and except as otherwise provided in these conditions, accept all risks in respect of the “License”.

- c) To save as expressly provided herein, not to assign the license in favour of any third party.
- d) To finance, operate and manage the license to the satisfaction of Member Secretary, SPOTAC, Daman & Diu.
- e) To comply with, observe and perform all the duties, obligations, and responsibilities, liabilities, which are required to be complied with, observed and performed under these conditions.
- f) To make payments of Port charges for the services rendered and/or stated in the tender as per the Scale of Rates and Rules and Regulations of Member Secretary, SPOTAC, Daman & Diu in force from time to time.
- g) To peacefully handover the licensed area in good condition to Member Secretary, SPOTAC, Daman & Diu on expiry of license period in accordance with the provision of these conditions.

3.4 LICENCOR'S OBLIGATIONS UNDER THE LICENSE:

Provision and maintenance of all general Port infrastructures.

3.5 LICENSE PERIOD:

The license shall be granted for a period of 3 Years on fixed reserved price as detailed under various sections of this tender document.

3.6 PREMISES FOR USE OF LICENSEE:

The bare space/ water front will be made available to Licensee on "AS IS WHERE IS BASIS". The licensee shall at his own cost, charges and expenses may do temporary modifications with the prior approval of Member Secretary, SPOTAC, Daman & Diu. No modifications/ improvement of permanent nature are allowed.

3.7 USE OF LICENSE:

The License shall not be put to any purpose other than for operating a Floating R es t a u r a n t / allied activities as stated in the Tender document.

3.8 THE OWNERSHIP OF THE AREA PERMITTED FOR ANCHORING/MOORING SHIP:

- a) The ownership of premises shall always and at all times vest and deemed to vest in Daman-Diu Port.
- b) Whenever the Tender Inviting Authority requires the area, the Licensee shall have to vacate the same at 30 days notice and relocate to other area indicated by the Tender Inviting Authority, for the remaining license period at the Licensee's cost.

3.9 SAFETY AND SECURITY REQUIREMENTS:

The Licensee shall ensure complete safety to the Port Property and users of licensed properties in all respect. He will ensure the all safety requirements of passengers including fire, life jackets and other equipments etc. Further licensee will ensure all the provision of "The inland vessels Act, 1917" and rules made there under.

3.10 ENGAGEMENT OF LABOUR AND STAFF:

The Licensee will be free to operate the facilities with its own or contractors' workers.

3.11 ENVIRONMENTAL AND OTHER STATUTORY CLEARANCES:

The Licensee will be required to obtain all approval and clearances from Daman Municipal Corporation of Daman, State Pollution Control Board, Chief Controller of Explosives, Customs etc. and any other statutory clearances required from various departments under the various Acts and Rules in force at his own cost for the specific activities requiring such permission and shall be responsible to those Statutory Bodies without any liability on Member Secretary, SPOTAC, Daman & Diu whatsoever. The Licensee will ensure adequate environmental safe guards as stipulated by PCC. The Tender Inviting Authority shall ensure that all the clearances are obtained by the tenderers within a stipulated period of time.

3.12 SECURITY:

The Licensee can deploy his own security at Floating Restaurant and the licensed premises and the Jetty area, embarkation & disembarkation.

3.13 ACCESS TO LICENCOR'S REPRESENTATIVE FOR INSPECTION:

At all times the Licensee shall allow full access to the authorized representative of licenser to inspect the licensed area.

3.14 OBLIGATION TO OBTAIN ALL STATUTORY CLEARANCES, PERMISSIONS:

The Licensee shall at his own cost obtain and maintain valid all statutory clearances and permissions as may be required by laws for operating a Floating Restaurant. Further he shall obtain the food & liquor licenses from the Competent Authority. However, the Tender Inviting Authority shall ensure that all necessary permissions and clearances are obtained by the licensee within the stipulated period of time.

3.15 FAILURE TO PAY DUES:

Delay or failure on the part of the Licensee to make payments as per the accepted offer shall render the Licensee for payment of simple penal interest on the amounts due at the rate of SBI PLR + 2 % per annum.

3.16 TAXES, LEVIES ETC. :

The Licensee shall meet all legal and financial obligations and shall pay all lawful taxes, assessments or charges which may be levied by the tax assessment levying agencies, including corporate tax or any other taxes or charges levied from time to time by any Government authority.

3.17 LABOUR REGULATIONS:

The Licensee shall comply with the requirements of all the statutes, bye laws, rules and regulations in respect of its workmen and employees as may be applicable from time to time.

3.18 INSURANCE, ETC.:

The Licensee shall take out all necessary insurance covers as required by the law and ensure that these are valid throughout the Licensed Period. The Licensee shall indemnify and protect and hold the Tender Inviting Authority harmless from and against all suits, actions, claims, demands, damages, losses, expenses and any other kind of descriptions to which Licensee may be subjected by the reason of injury to the person or property during the use of the licensed area by the Licensee.

3.19 NO NUISANCE/ANNOYANCE TO OTHERS:-

The Licensee shall not indulge or allow anybody else to indulge in anything, which may be or become or occur to be danger, nuisance or annoyance to the Authority or any other agency in the vicinity of the licensed area.

3.20 LIABILITY TO THE PERSON AT THE AREA PERMITTED FOR SHIP AND / OR AT THE SHIP:

The SPOTAC, Daman & Diu shall not be liable to the Licensee's employees, patrons, customers, visitors or any person(s) or any damages to the person(s) or property caused by any act of omission negligence, or for non-compliance with any statutory requirement of the Union, State Government by the Licensee or its agents, employees, assigns.

The Licensee shall indemnify and keep MEMBER SECRETARY, SPOTAC, DAMAN & DIU harmless against all claims throughout the License Period.

3.21 DEFAULT:-

The following shall constitute the event of default by the Licensee:-

- a) if at any time, any payments, assignments, charges, lien or damage herein specified to be paid by the Licensee shall remain in arrears and unpaid for a period of 45 days, or
- b) If Licensee is adjudicated to be as bankrupt or become insolvent; or
- c) if the Licensee assigns or sublets or parts with any interest of the Licensee in any manner whatsoever of the Licensed area; or
- d) change in control of the Licensee arising from sale, assignment, transfer or other disposition of capital stock in the Licensee; or
- e) if the Licensee through any of its employees, by taking advantage of their free access to the Licensed Premises, engage in or knowingly take part or fail to take action to prevent the commission of any illegal activities at the Licensed Premises; or
- f) If the Licensee shall do any act or thing thereby causing harm to the said licensed area; or its interests, the Licensee's allotted area therein shall be distrained, attached, seized.

In the event of default, the Licensee shall be informed in writing by the SPOTAC, Daman of any alleged violation the Licensee may have

committed; giving the Licensee a period of 15 days from the date of receipt of such written communication to clarify, explain or commence to rectify such default. Thereafter, the Tender Inviting Authority may in the event of such clarification, explanation or rectification, not being found satisfactory proceed to take necessary action to suspend, cancel or terminate the License;

Upon termination of license, the licensee shall handover vacant and peaceful possession of the licensed area after removal of the construction, equipment, fixtures, furniture, passenger/ cruise operation material etc. to the Licensor failing which the Licensor shall take possession of the area including arrears which may have accrued upto the date of handing over of possession of the area to the Licensor with due process of law and forfeit the Scrutiny Deposit.

3.22 TERMINATION OF LICENSE:

The License is awarded by the Tender Inviting Authority to the Licensee upon the conditions that the Licensee shall observe each and every term and condition of the License. In case of violation of any of such conditions by the Licensee, the Licensor shall terminate the License after giving 3 months notice.

3.23 NO COMPENSATION ON EXPIRY OF LICENSE PERIOD:-

No compensation whatsoever shall be payable by the Tender Inviting Authority to the Licensee on expiry of the License Period.

3.24 CUMULATIVE REMEDIES:-

The exercise of right by either Party to terminate this Agreement, as provided herein, shall not preclude either Party from availing or exhausting any other remedies that may be available to it under law. All remedies available to either parties, shall cumulative and the exercise of, or failure to exercise, one or more remedies by either Party shall not limit or preclude the exercise of, or constitute a waiver of, other remedies by either Party.

In the event of dispute between the parties after acceptance of award of contract, efforts will be made to settle the issue mutually, failing which matter will be referred to arbitration under Arbitration and Conciliation Act, 1996, as per **Annexure VII**.

3.25 LAW:

License shall be subject to all the prevailing laws of India and UT Administration of Daman and Diu. The licensee shall abide by all the prevalent laws and regulations and fulfill all statutory obligations without any liability to Member Secretary, SPOTAC, Daman & Diu.

3.26 SECURITY DEPOSIT:

The successful tenderers shall deposit with licensor an amount of Rs. 10.00 lakhs (Rupees Ten Lakhs only) as Security Deposit for specific performance of the contract and against payment due to the Tender Inviting Authority. This amount shall bear no interest. The Security Deposit will be returned to the Licensees on expiry of the License period and/or handing over possession of the area to the Licensor after deduction of sums, if any that may have become due and payable in respect thereof.

3.27 AMENDMENT:

The conditions of License may be amended only with written mutual agreement between the Licensee and the Licensor.

3.28 ILLEGALITY:

If for any reason whatsoever any provision and condition is held to be void, illegal or invalid under present or future laws or regulations effective and applicable during the License Period, such provision shall be fully separable and this License shall be construed as if such void or illegal or invalid provision and ever comprised part of the License shall remain in full force and shall not be affected by such illegal or invalid provision had ever comprised part of the License conditions and the remaining provision of the License shall remain in full force and effect and shall not be affected by the such illegal or invalid provision or by its severance from this Agreement.

3.29 PEACEFUL POSSESSION OF AREA ON EXPIRY OF LICENSE PERIOD OR ON TERMINATION OF LICENSE:-

The Licensee shall remove the constructions, equipment, ships etc. on the expiry of license period or on termination of the license at his own cost and handover peaceful possession of the licensed property.

3.30 NO SIGN BOARD/HOARDING FOR ADVERTISEMENT:

No Sign boards/ Hoardings on the licensed premises for advertisement purpose other than his own will be permitted.

3.31 Renewal of License Period:

No renewal of license is permitted under this contract beyond the license period

4. SPECIAL TERMS AND CONDITIONS OF THE LICENSE

4.1 License Period:

The license shall be granted for a period of 3 years on basis of a fixed reserve price and as detailed under various sections of this tender document.

4.2 Location and Number of Floating Restaurant:

Locations to be finalized by the applicants with concurrence of Tourism & Port Department. Highest bidder (H1) - Bidder having the highest competitive bid over and above the fixed reserve price will get first preference for choice of location and so on.

4.3 Charges payable to Member Secretary, SPOTAC, Daman & Diu and Bid Selection Criteria:

- i) The bidders have to offer minimum reserve price Rs.3, 50,000(Rupees Three Lakh Fifty Thousand).
- ii) The bidder quoting highest minimum reserve price to be H1, next below to be H2, & so on.
- iii) The successful bidders shall furnish a Bank Guarantee Rs. 1 0. 00 lakhs for Floating Restaurant as Security Deposit for specific performance of the contract and against payment due to the Tender Inviting Authority.
- iv) No anchorage fees shall be separately levied on Floating Restaurant
- v) Ticketing Statements in computerized format to be made available to the department every day.

Minimum specification for Ships for Floating Restaurant

Minimum Capacity - 100 seats.

4.4 Other Special Conditions:

- a) The bidders should have ships of their own or shall have proof of long term charter. The ship shall occupy only the allotted anchorage and the landing/boarding point. At the time of bidding, bidder may submit unconditional and irrevocable letter from the owner of the vessel that they will deploy the vessel at Daman in case license is awarded.
- b) The cruise ship is proposed to be anchored at the water area earmarked for operation and maintenance of floating restaurant along with two pontoons on either side to facilitate embarkation / disembarkation of passenger/crew, if required.
- c) The ship proposed to be operated as floating Restaurant should be equipped with state-of-art equipment for navigation, safety, pollution prevention etc. and fully compliant with all requirements pertaining to the navigation, pollution control and all other safety measures.
- d) The ship should be duly certified by MMD/DG Shipping or such Competent Authority for the purpose of navigation, safety equipments, certification of passenger carrying capacity, etc.
- e) The successful party shall indemnify the Daman-Diu Tender Inviting Authority from any damages, consequences, cost etc. arising out of operations at the designated locations in the Daman-Diu Port.
- f) The ship should have comprehensive insurance cover including P & I Insurance, hull insurance, wreck removal clause, etc.
- g) The ship will be normally anchored at a designated anchorage in Daman-Diu Port, and will not be permitted to cruise within the port limits, without specific approval for reasons of safe navigation etc..
- h) The Floating Restaurant may be operational throughout the year.
- i) The Floating Restaurant will be manned all the time by appropriate qualified personnel for navigational purpose as applicable under the certification class of the ship by MMD/ MMB etc.
- j) Restaurant may operate from 6 AM till midnight, subject to relevant permission from all Statutory Authorities of UT Administration of Daman-Diu,/ Govt. of India.

- k) The passengers will be allowed to be ferried to and fro by launches from Daman-Diu Jetty or any other location decided/ arranged by successful bidder. Operator can use his own yacht / ferry for this purpose. No fresh harbour craft license will be issued for commercial purpose, except for limited purpose of ferrying passengers/ guests to and fro Floating Restaurant.
- l) The successful bidders will have to obtain NOC from Indian Navy, Coast Guard and Daman-Diu Police and other Statutory Authorities of UT Administration, Govt. of India for the purpose of operation of the Restaurant from security angle and submit all necessary clearances and NOC from all concerned statutory authorities.

The successful bidders will have to obtain and submit all necessary statutory licenses from Municipality, including that from Medical Officer of Health (MOH), Shop & Establishment, Gradation etc. as also Excise license for liquors etc. from UT Administration. However, the Tender Inviting Authority shall ensure that all necessary permissions and clearances are obtained by the licensee within the stipulated period of time.

- m) The successful bidder will have to specifically obtain consent of Daman-Diu Pollution Control Board for operation of a Floating Restaurant in the Port specifically with regard to Marine Pollution. However, the Tender Inviting Authority shall ensure that all necessary permissions and clearances are obtained by the licensee within the stipulated period of time.
- n) The successful bidder will have to submit the details of means to be employed, to the satisfaction of the Port Authority, to dispose off oil sludge and oil mixture as per MARPOL, which will be generated during the course of operation. ***Note: Marpol 73/78 is the International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" is short for marine pollution and 73/78 short for the years 1973 and 1978.)**
- o) All the garbage and oily mixture needs to be dispatched ashore by boat/barges and should be cleared only via the bunder/jetty. The disposal of waste should also be in conformity with the stipulations that may be made by the Municipality.

- p) Gestation period for the operation of Floating Restaurants shall be for 2 months from the date of Award of license to the commencement of operation.
- q) The period of license shall commence from the date of award of license.
- r) The Jetty area required for operational purpose for embarkation and disembarkation of passengers/ guest to and from floating restaurant such as area at jetty may be given subject to availability and as per the requirement of successful bidder at the prevailing rates of SOR from time to time and as per policy of UT Administration, Daman. However, UT Administration, Daman will allow temporary jetty in its water area to be built by successful bidder upon obtaining necessary permissions of the concerned agencies. This shall be subject to the levy of charges as per the S.O.R. / Land Policy 2014.

4.5 Other conditions:-

- a. Member Secretary, SPOTAC, Daman & Diu reserves the right to revoke the license by a notice period of 30 days. Under no circumstances, subletting of allotted area is permitted.
- b. The installation of Jetty facilities for use of ship & passenger at the limited anchorage/ land area will be permitted subject to technical clearance from concerned authority of the Port Authority.
- c. Permission for internal and external modification in the sheds and open areas, if required will be granted subject to technical clearance from U.T. Administration.
- d. License will not entail creation of any kind of interest of any nature, whatsoever in any immovable property of the Daman-Diu Port.
- e. Licensed areas will be in the physical control and possession of the Member Secretary, SPOTAC, Daman & Diu at all times and the Member Secretary, SPOTAC, Daman & Diu and its officers shall have free and complete access to all such areas for the purpose of inspection and for other related purposes.
- f. Upon the expiry of the license, the licensee would have no right on this behalf of any kind whatsoever whether by way of injunctive relief or damages or compensation or otherwise, and that licensee shall remove all his material forthwith and at his own cost, failing which the Board will be entitled to do so at such Licensee's risk and consequences and cost.

- g Member Secretary, SPOTAC, Daman & Diu reserves its absolute right to offer facilities, areas, equipment to any other operator/s for similar purpose at any terms and conditions and rates as deemed appropriate.
- h Metered Electricity connection, if required, will be provided by Power Department for which necessary documentation shall be completed in consultation with Executive Engineer Electric and Licensee shall pay the charges for usage directly to them within 15 days of receipt of bills.
- i Daman-Diu Authority shall not be responsible for any loss / damage to guest or any other person and materials. Maintenance of safety and security in the said area shall be responsibility of the Licensee.
- j Licensee shall undertake and abide by all necessary safety precautions while carrying out Restaurant activities with necessary permission from all concerned.
- k Member Secretary, SPOTAC, Daman & Diu shall not be responsible for the any liability to the employees engaged by the licensee for carrying out the work.
- l No claim for damage or for losses of any kind will be entertained on any account whatsoever.

4.6 Payments to the Tourism Dept. Daman/SPOTAC, Daman (Licensor): -

The Licensee will be required to pay to Licensor as per Clause No. 4.3 of Special Condition of Contract.

- a) The reserved price for each Month shall be paid on or before the seventh Day of the immediately succeeding Month.
- b) The payment of reserved price shall commence from the Month in which the Licensee places ship/ Floating Hotel for operation.
- c) Reserved Price amounts remaining unpaid on respective due dates would carry interest @ SBI PLR plus 2% (two percent) per annum from the due date till the date of payment or realization thereof.

4.7 Certified Accounts & Additional Auditor

- a) The Licensee shall submit to the Licensor a financial statement of the Gross Revenue for every 6 (six) monthly period ending 30th September and 31st March every year, duly certified by its Statutory Auditors. The certificate must be furnished within 30 (thirty) Days of the end of each such period.
- b) The Licensor shall, at its own cost, have the option to appoint another firm of chartered accountants duly licensed to practice in India (the “Additional Auditor”) to conduct a special audit of the Gross Revenue and the financial statements, documents and supporting evidences thereto as may be mandated by the Licensor and report to the Licensor such information as may be desired by the Licensor for any period and the Gross Revenue (“Special Audit”).

4.8 Environmental, Security, Safety and other Statutory Clearances: -

- a) Member Secretary, SPOTAC, Daman & Diu is not the licensing authority for Floating Restaurant but only providing water front and landing/ boarding points on license basis.
- b) For pollution, garbage disposal, sewage disposal etc. the Project proponent have to follow the best international practices under various conventions as MARPOL and Indian Acts including on air pollution and water pollution.
- c) No objection from Daman-Diu Pollution Control C o m m i t t e e is necessary and the licensee should obtain the same from time to time.
- d) All Permissions/ NOC especially security related issues, needs to be obtained by licensee directl y from Navy, Coast Guard, Daman Police, etc.
 - d) All other permissions/clearances from respective statutory authorities for operation of Floating Restaurant in Port ought to be obtained by the licensee directly.
- f) Member Secretary, SPOTAC, Daman & Diu shall not to be responsible and shall be indemnified by the licensee in all respect for any actions arising out of this operations.
- g) Licensee may use one of jetty for unloading the garbage etc. by a boat on payment of relevant charges applicable time to time. This facility can be provided by Member Secretary, SPOTAC, Daman & Diu on a written request from

Project Proponent and adhering to the conditions conveyed by Member Secretary,
SPOTAC, Daman & Diu.

- * However for all the above mentioned activities, the Tender Inviting Authority shall ensure that all necessary permissions and clearances are obtained by the licensee within the stipulated period of time. This is to also mention that if the selected agency doesnot comply to rules& regulations of any of the department, the department may issue a notice to the agency. If the agency is again found in default the Tender Inviting Authority may terminate the agency as per recommendation of other departments.

4.09 The Licensee has to pay berthing fees/ water conveyance charges on catamarans/ boats/ yachts etc. used for the purpose of ferrying passengers/ provision etc. as approved from time to time

Tender No.

Dated: __ .04.2018

ANNEXURE-I

UNDERTAKING BY THE TENDERER
(Should be submitted in the firm's letter head)

To
Member Secretary, SPOTAC,
Daman & Diu,

**Sub: Tender for "Operation and Maintenance of Floating Restaurant in
Daman-Diu Port**

I/We, M/s. _____ have gone
through the tender document carefully and hereby confirm as under:

The complete tender set i.e. First cover and Second Cover sealed as described in clause No. 2.14 and is submitted as per clause no. 2.15 of tender and the same is WITHOUT any defacement, addition or alteration as prescribed and with all the relevant Appendices and Proforma duly filled in.

I/We have submitted our tender with requisite Earnest Money Deposit lodged as described in the Clause No.1.5 of NIT and accept the validity period as per Clause No. 1.6 of NIT.

I/We have not indicated anywhere in the first cover, the amount of our price bid.

I/We have not made any counter stipulation and conditions and I/We agree that in the event of any such counter conditions my/our tender will be summarily rejected and as such offer will not be evaluated and considered at all by you.

I/We hereby declare that, all information furnished by me/us with this tender is true to best of my /our knowledge, belief and in case, if it is found that, the information furnished is not true or partially true or incorrect, I /We agree that, my/our tender shall be summarily rejected without prejudice to the right of the Member Secretary, SPOTAC, Daman & Diu to take further action into the matter.

I/We have not made any payment or illegal gratification to any person/authority connected with the bid process so as influence the bid process and have not committed any offence under the Prevention of Corruption Act 1988 in connection with the bid.

Witness'
Signature :
Name:
Designation
:
Address:
Tel. No. :
Date: _____

Tenderer's
Signature:
Name:
Designation :
Address:
Tel. No. :
Date: _____

LICENSE AGREEMENT

(FORMAT)

1. THIS License agreement made and entered into this _____ day of 2015 between Member Secretary, SPOTAC, Daman & Diu having its office at Nani Daman, Daman (hereinafter referred to as the Licensor which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the ONE PART and _____ (Name & address of successful tenderer) _____ (hereinafter referred to as the Licensee which expression shall, unless repugnant to the context thereof, include its successors and assigns) of the OTHER PART.

2. Whereas, the "Licensor" is desirous of granting license for OPERATION AND MAINTAINENCE OF FLOATING RESTAURANT in Daman-Diu Port

3. NOW THIS AGREEMENT WITNESSETH as follows:
 - A. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the General Conditions of License hereinafter referred to.

 - B. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.,
 - i) Tender Submission dated _____

 - ii) Pre-bid queries and replies, amendments corrigendum issued time to time.

 - iii) Letter of Intent issued by the Licensor

C. The licensee agrees to pay to the S P O T A C D a m a n - D i u the, License fees & Security Deposit for the above said license, as per Annexure– V and Port dues, berthing charges, water conveyance etc.

D. In consideration of the payments to be made by the Licensee to the Licensor as hereinafter mentioned, the Licensee hereby covenants with the Licensor to operate Floating Restaurant at Daman- Diu Port in the manner as prescribed in the General Conditions / special conditions of License.

4. IN WITNESS WHEREOF the Licensor and the Licensee have hereunto set their respective hands and seal on the day and year first above written.

Signed, Sealed and Delivered by Member Secretary,
SPOTAC, Daman & Diu

Member Secretary
SPOTAC,
DD

for and on behalf of the UT Administration
of Daman-Diu

LICENSER

Witness _____

Signed, Sealed & Delivered by

For and on behalf of LICENSEE

Witness _____

Common seal of
SPOTAC, Daman & Diu
is affixed in the presence of

Board's Seal

ANNEXURE-III

(Should be Submitted in the firm's letter head)

DATA SHEET

1. Constitution of Firm :

2. Nature of the firm (state whether :
Ltd. Company, Partnership/Associates or
Firm or Sole Proprietor),
if Partnership, attach Photo Copies
of Partnership deed.

3. Year of Establishment :

4. Registration No., if any :

5. Telegraphic address, if any :

6. Registered Postal Address :

7. Telephone No (s), if any :

8. Address of Branches, if any :

9. a) Name of the Directors in case :
of company/Associate
b) Name of the Partners in case :
of Partnership Firm
10. Name of the Proprietor

(Please indicate address of each Director, partner, Proprietor as the case may be with telephone No. if any) :

11. Name of the Chairman in case of Co-Operative Society. :

12. Permanent Income Tax No. :

13.a) Annual Turnover of Last three Financial Years for which experienced is claimed.

2014-15 :

2015-16 :

2016-17 :

b) Other documents in support of minimum experience for 3 preceding years in support of the minimum qualifying criteria should be submitted.

14. Name of the Bankers and Branch :
With full address.

15. Type of Bank Account & Account No. :

16. Name (s) of person (s) operating the Account. :

We do hereby certify that the information as provided above is correct and true in all respects.

_____ Sign & stamp of the vendor

ANNEXURE –IV

PREAMBLE T O TENDER

TENDER FOR OPERATION A N D M A I N T A N E N C E OF FLOATING
RESTAURANT IN DAMAN-DIU PORT ON LICENSE BASIS FOR 3 YEARS

1. I/We _____, have carefully read and noted all the Instructions and Conditions of Tender in connection with Operation and maintainence of Floating Restaurant activities viz passenger/ cruise operations with or without installation of facilities, equipment within the earmarked areas at **MEMBER SECRETARY, SPOTAC, DAMAN & DIU** on license basis for 3 years and agree to abide by all the terms and conditions stipulated / in accordance with the Tender Document.

2. I/We also know that Member Secretary, SPOTAC, Daman & Diu reserves the right to cancel the license without assigning any reason.
 - e) I/We have understood that the License period is for 3 years from the date of intimation of acceptance of offer.

4. I/We undertake that facilities erected at the allotted areas will be of temporary nature and will be used by us (and not by any third party) during the license period. The same shall be removed within 30 days after date of issue of notice for dismantling/removing the facility/passenger/cruise handing equipment.

5. I/We undertake that the temporary facilities shall be at the allotted area and I/We shall restrict the activities strictly within the area allotted and use the area for the purpose for which permission is granted. Further I/We shall comply with, observe and perform all the duties, obligations, responsibilities, liabilities, which are required to be complied with, including all risks in respect of license under these conditions during license period. Also I/We will not resort to touting or soliciting business in the terminal and not make any improvement or modification of the space.

6. I/We know that the License at the proposed premised will be at the cost, charges and expenses of ours and I/we will obtain the necessary permission from Port, Customs.

7. I/We know that, as per clause No. 3.22 of General Conditions of License in the event of default / violation as per the license informed in writing by the Tender Inviting Authority, I/We may have committed, the Authority may in such event / default suspend, cancel or terminate the License. Upon termination of license, the Tender Inviting Authority shall have right to bring suit/s for and collect all due payments of obligations which may have accrued up to the time of such termination and forfeit the Security Deposit and the license fee for the remaining period paid in advance.

Dated this _____ day of _____ 2018

Signature

(Authorized Signatory)

ANNEXURE – V

FINANCIAL OFFER

FINANCIAL
OFFER

I UNDERTAKE TO PAY FOLLOWING LICENSE FEE TO UT ADMINISTRATION OF DAMAN-DIU “**FOR OPERATION OF FLOATING RESTAURANT IN DAMAN-DIU**” ON LICENSE BASIS FOR 3 YEARS.

Sl. No.	Locations	Reserved price inclusive of all taxes (in figure)	Reserved price inclusive of all taxes (in words)
1.	Daman		
2.	Diu		

(Minimum reserved price should be Rs. 3, 50,000/-)

SIGNATURE OF BIDDER

ANNEXURE-VI

**FORMAT IN CASE OF JOINT VENTURE
AGREEMENT (MEMORANDUM OF
UNDERSTANDING)**

Know all men by these presents that we, -----
----- and -----(persons and
companies name) (herein after collectively referred to “the consortium / Joint
venture”) for execution of tender.

Whereas the Tourism Department of Daman-Diu (hereinafter referred to as “the
Member Secretary, SPOTAC, Daman & Diu has invited tenders from the interested
parties for ----- (hereinafter referred to as “the
contract”).

Whereas the members of the consortium / joint venture are interested in bidding
of the work of ----- in
accordance with the terms and conditions of the tender.

This Joint Venture agreement is executed to undertake the work and role and
responsibility of the firms are ----- (role and responsibilities of each firm
for administrative arrangement for management and execution of contract) and
----- (name of the person) of (name of the firm) and ----- (name of
the person) and ----- (name of the firm) are the authorized representative of
respective firms.

As whereas it is necessary under the tender conditions for the member of the
consortium / joint venture to appoint and authorize one of them as Lead firm to do all
acts, deeds and things in connection with the aforesaid tender.

We hereby nominate and authorize ----- as our
constituted attorney in our name and on our behalf of do or execute all or any of the
acts or things in connection with the execution of the Tender No: -----
-

----- and thereafter to do all facts, deeds and things on our behalf and
thereafter till the satisfactory completion of
work.

And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and conform all and whatsoever that my said attorney shall do or cause to be done for us by virtue of the power hereby given.

In witness hereof we have signed this deed on this the ----- day of -----

SIGNED, SEALED &
DELIVERED
By the named-----
----- through its
duly constituted attorneys
----- in the presence of

SIGNED, SEALED &
DELIVERED
By the named-----
----- through its
duly constituted attorneys
----- in the presence of

ANNEXURE - VII

DISPUTE RESOLUTION

1.1 Amicable Settlement

If any dispute or difference or claims of any kind arises between the Concessioneering T e n d e r I n v i t i n g Authority and the Concessionaire in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Agreement, or the rights, duties or liabilities of any Party under this Agreement, whether before or after the termination of this Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.

1.2 Assistance of Expert

The Parties may, in appropriate cases agree to refer the matter to an Expert appointed by them with mutual consent. The cost of obtaining the service of the Expert shall be shared equally.

1.3 Arbitration

(a) Arbitrators

Failing amicable settlement and/or settlement with the assistance of Expert appointed by the Parties by mutual consent, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. Unless the Parties mutually agree otherwise, within 30 (thirty) Days of invocation of the arbitration as mentioned below, the rules of arbitration prescribed by the International Centre for Alternative Dispute Resolution, New Delhi shall apply to the arbitration. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each Party and the third, who shall act as presiding arbitrator, to be appointed by the two arbitrators appointed by the Parties. The arbitration shall be invoked by one party issuing to the other a notice in writing invoking the arbitration and appointing an Arbitrator. Upon receipt of the notice, the other Party shall appoint the second Arbitrator. The two Arbitrators so appointed shall appoint the third Arbitrator who shall act as the 'Presiding Arbitrator'. If the other Party fails to appoint a second Arbitrator within 30 (thirty) Days from the receipt of the request to do so, then the Arbitrator

so appointed by the first party shall adjudicate the disputes as 'Sole Arbitrator'.

(b) Place of Arbitration

The place of arbitration shall be the headquarters of the Concessions Tender Inviting Authority in India; i.e. Daman

(c) English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

(d) Procedure

The procedure to be followed within the arbitration, including appointment of arbitrator/arbitral tribunal, the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.

(e) Enforcement of Award

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

(f) Fees and Expenses

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid equally by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the successful party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.

(g) Performance during Arbitration

Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

---- o -- O -- o ----