

Request for Proposal

For

Selection of Event Management Agency

For Execution OF Merger Day Festival 2021

(ONLY FOR AGENCIES EMPANNELELD BY THE UT OF DD & DNH)

RFP Ref No: 8/69/DoT/DNH&DD/MergerDay2021/476

Date: 21/12/2020

Issued by:

Society for Promotion of Tourism, Art & Culture, Department of Tourism,
UT Administration of Dadra & Nagar Haveli and Daman & Diu
Paryatan Bhawan Nani Daman – 396 210 Daman
Phone: 0260-2250002
Email: tourism-dmn-dd@nic.in

CHAPETER 1
TENDER INVITATION NOTICE

No: 8/69/DoT/DNH&DD/MergerDay2020/476

Dated: 21/12/2020

The Member Secretary - SPOTAC, Daman on Behalf of Society for Promotion of Tourism, Art & Culture (SPOTAC), Department of Tourism, and U.T. Administration of Dadra & Nagar Haveli and Daman & Diu invites bids from interested agencies amongst empanelled agencies with UT of DNH & DD.

Name of The Work: Appointment of Event Management agency for execution of Merger Day Festival 2021

Time line of the Tender	
Particulars	Date & Time
Document downloading starts	22/12/2020
Last Date for Submission of tender (Online & Offline)	04/01/2021 at 10:30 Hr
Opening of Technical Bid/Presentation	04/01/2021 at 11:00 Hr
Opening of Financial Bid	After presentation
The Tender Inviting Authority reserves the right to accept or reject any or all the tenders to be received without assigning any reasons thereof.	

Sd/-
Member Secretary -SPOTAC
DNH & DD

CHAPTER 2

Introduction

Fairs and Festivals are essence of Indian culture. This colorful cultural, social and economic panorama is the center of attraction and a rare combination, where the entire atmosphere is dazzlingly theatrical and lively. The main festivals are the Nariyal Poornima and Christmas. In Daman the various communities celebrate festivals like Holi, Diwali, Mahashivratri, Id-ul-Fitr and there are other local observances too.

The Society for Promotion of Tourism, Art & Culture (SPOTAC), Department of Tourism, U.T. Administration of Dadra & Nagar Haveli and Daman & Diu, the Member Secretary (SPOTAC) is engaged in the development of Tourism activities in the UT Administration of Dadra & Nagar Haveli and Daman & Diu and as part of this endeavor, the Administration has decided to organize the Merger Day Festival 2021 for promotion of tourism, art and culture at Daman.

The Authority intends to develop and execute Merger Day Festival 2021 in Daman of international standards. The Authority proposes to procure the services of Event Management Agency amongst the empanelled agencies with UT of DD & DNH for proper planning, structuring and execution / implementation of the Merger Day Festival 2021.

For the said Festival, the services of the Event Management Agency will be required on a turn- key basis from date of signing of the Agreement till 120 days after the conclusion of the proposed events. The proposed events shall be held as per the following schedule:

- Merger Day Festival 2021 (25/01/2021 & 26/01/2020)

The task would be begin forthwith with the execution of the Agreement and the Event Management Agency will assist in all matters of the Festival Planning including but not limited to contracting artists & performers, licenses, infrastructure development, permissions, warranties and undertakings required to be obtained from various agencies and vendors / players at various stages. The entire range of activities given hereinafter is required to be carried out by the Event Management Agency.

CHAPTER 3
TENDER FORM

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

To

The Member Secretary
(SPOTAC), Department of
Tourism

Paryatan Bhawan,

Nani Daman – 396 210 Daman

UT Administration of Dadra & Nagar Haveli and Daman & Diu

Ref No. _____

Dated__

I/We, the undersigned have examined the above mentioned tender document, including amendment/corrigendum no. __, dated __ (*if any*), the receipt of which is hereby confirmed. We now offer to create and submit the *services in* conformity with your above referred document.

If our tender is accepted, we undertake to perform the services as mentioned in tender document with the delivery schedule specified in the “Scope of Work” of tender document.

I/We further confirm that, if purchase order placed with us, we shall provide you with a performance security of required amount in an acceptable form for due performance of the contract.

I/We agree to keep our tender valid for acceptance as required in tender document or for subsequently extended period, if any, agreed to by us.

I/We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. I/We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

I/We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we qualify all the eligibility criteria & terms and conditions specified in the RFP of Empanelment of Advertising & Event Management Agency as on date.

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

(Signature with Date) (Name and Designation) _____

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

**CHAPTER 4
SCOPE OF WORK**

The scope of services shall include but not be limited to the following:

A. **The tentative schedule of the Festival may be as under (indicative only):**

Sr No	Name of the Event/Activity	Date/ Timing	Location	Remarks
A.	EVENTS TO BE EXECUTED ON BOTH DAYS (on 25th & 26th Jan 2021)			
1.	Flower Show	09:00 AM to 09:00 PM	Sea Face Road/ Inside Moti Daman Fort	Location can be finalised after inspection by the selected agency
2.	Sand Art Show and artificial diya lights on beach	09:00 AM to 06:00 PM	Sea Face Road	Location can be finalised on coast line of sea face road by identifying ideal space from light house beach to Jampore Beach after inspection by the selected agency.
3.	Book Festival	11:00 AM to 09:00 PM	In one of the street in Moti Daman Fort	At least 10 book stalls
4.	Flea Market	11:00 AM to 09:00 PM	Fort wall area in front of old aquarium	The flea market may include following stalls <ul style="list-style-type: none"> • Handicraft items • Clay vessels/pots/items • Khadi cloth Material stall • Book stall • Plant nursery stall • Organic Food stall • Ayurvedic items stall • Exercise equipments/Yoga related item stall • Daman & DNH Souvenir shop item stall • Food stalls Flea market and food stalls can be

				arranged inside Moti Daman fort area
5.	Street Art	04:00 PM Onwards	Wall behind Shahid Marg Monument and at New wall constructed towards chess garden lane (approx 300 sqft)	It is proposed that professional street artists shall be called and the walls inside moti daman fort shall be provided to be decorated by murals of Portuguese architecture and art pieces portraying social messages.
6.	Exhibition showcasing history of Daman	09:00 AM to 09:00 PM	Dominican Monastery	The display of History of Daman & Diu can be placed in a story format which can be shown in Heritage walk and also for other visiting people.
B.	MAIN EVENTS			
1.	Cultural Event	25/01/2021 from 07:00 PM to 10:00 PM	Light House Beach	Artist would be coordinated by the Department itself
2.	Cultural Event	26/01/2021 from 07:00 PM to 10:00 PM	Light House Beach	
C.	COMPETITIONS TO BE ORGANISED ONLINE/OFFLINE			
1.	Photography Contest	Five Days before Event	Online	Theme shall be decided
2.	Videography Contest	Five Days before Event	Online	Theme shall be decided
3.	Painting Contest	25/01/2021	Garden area near old Light House	-
4.	Singing Contest	26/01/2021	At Old Light House	-
5.	Cooking Contest	25/01/2021	Garden area near old Light House	-
6.	Treasure Hunt	25/01/2021 04:00 PM to 06:00 PM	Fort Street, Moti Daman	The treasure hunt shall aim at the history and architectural importance of the Moti Daman Fort area. The

				registrations may be taken online. The team of 3 people shall participate and maximum 40 teams shall be taken on first come first basis. Street from old light house to chess garden shall be occupied for the game.
D.	BRANDING AND ADVERTISING OF THE EVENT			
	Particulars	Size	Quantity in Numbers	Remarks
1.	Hoardings	20' x 10'	100	Including Designing Printing and Installation works.
2.	Pole kiosk	2' x 2.5'	400	
3.	Bus Q Shelter	50 sqft approx	60	
4.	Box Gate	Top 20' x 3' and Bottom 18' x 3'	Minimum 06	

*This is the indicative schedule and the **agency may include creative ideas** to execute the Merger Day Festival 2021

*The Agency should focus all the explored and unexplored inside areas of Moti Daman fort and effectively utilize these areas in all activities to attract more tourist.

*All venues of the event and streets inside Moti Daman Fort, Ramsetu (area of 10 KM), Government House and Secretariat building shall be fully decorated with creative elements and lightings one day before the events.

B. The agency shall execute following works for events mentioned in the table A of scope of work.

- **Production works,**
- **Arrangement of light & Sound including electrification,**
- **Advertising and publicity, (including venue branding)**
- **Manpower for executing event,**
- **Special Venue décor at all the venues where events will be organized, inside streets of Moti Daman fort and décor in other parts/streets of territory**
- **other amenities**

C. Important Inclusions:

- a. The agency shall arrange for complete execution of all the following events as per the schedule (as mentioned in table A and point B).
- b. Management of the event logistics pertaining to overall deliverability in the areas of the following:
 - Setup of main Stage along with stage décor with LED backdrop & LED side wings at location as per requirement mentioned in table A.

- Green Rooms along with Vanity Van for artists at all venues as per the requirement of the artist.
 - All the other required elements like Truss, Lights, DG Gen Set, public addressing system, AV, Set & Décor, Infrastructure, venue décor and lighting, LED Screens at all venues for the Management of Entertainment Activities.
 - The agency will have to arrange all the sound and light facilities at venue and as per the requirement of the schedule mentioned in table A.
 - The agency has to provide manpower and support staff for the management of the events listed in this document
- c. Fire Works Show during events at Merger Day Festival 2021 for 5 minutes.
 - d. Branding and Advertisement of all the programs scheduled for Merger Day Festival 2021. Branding may be done through colorful Hoardings, Pole kiosks, bus shelters, Stage Branding, entry gate, branding boxes at prominent squares of the city etc so as the city gets a vibe in itself of the festival. The Hoardings must be on Digital Flex Banners of minimum 240 GSM with black back and with framing and Poles as required and must be of the Hindi, Gujarati and English languages. The agency must ensure that branding of the events must be put up in all districts of DNH & DD.
 - e. No digging of road and any structure/shamiyana for event shall be installed or set up with angular truss and frame.
 - f. All artist / performers management including fees/honorarium accommodation and travel costs, food & beverage costs would be borne by the event management agency. Also, arranging for refreshments of the artists and any other requirement of the artists at venue (including arrangement of Vanity Van etc) shall be organized by the appointed agency.
 - g. The date of the festival is as per this RFP, subject to minor modifications. Certain items will be required in functioning condition as mentioned herein like A/V equipment should be working and tested before the event. Bidder's plans / presentations / nos. are always subject to modification by the Authority keeping in mind the changing needs of the event.
 - h. The agency will have to arrange all the sound and light facilities at venue and as per the requirement of the above schedule as per table A.
 - i. The agency shall provide manpower and support staff for the management of events as mentioned in table A.
 - j. Complete event infrastructure to be set up at Daman (prior one day of event).
 - k. The Work will entail set up of an office at the site, which will require deputation of staff in advance as well as during the event.
 - l. The Event Management Agency will supply, control and manage the manpower including temporary manpower required to discharge various event related works like setup of stage, transportation, artists management, floor management, usherers, hosts/hostesses etc. and should provide a list of manpower that will be deployed for the complete event.
 - m. The Event Management Agency will present a plan on the management of the various areas and get it approved from the organizing committee.
 - The bidder has to visit the Daman district for inspection before presenting the concept of event execution according to proposed location.
 - The bidder shall visit other locations to be familiar with the territory for branding, décor and other purpose.

- n. The Event Management Agency will also make arrangements for Inaugural like lamp, oil and flowers for Festival.
- o. The Event Management Agency shall be responsible for arranging photography, videographer, Drone Photography & Videography and internet streaming (Live) on website & other social Media platforms and projecting the function on multiple LED screens (nearly 4-5) across in each venues. The Event Management Agency shall also provide and handover to the Authority, DVD and albums of the event and performances at the venue.
- p. All the equipment should be of brands as per the specifications of the artists in excellent working condition with technical manpower support and also qualified engineer to certify. All bidders are required to provide a detailed list of all equipment with brands and technical specification which should be of highest quality to the Authority. The agency shall also be responsible for arranging the tech rider of the Mega Artists as per specifications well in advance.
- q. All equipment to be in working condition 1 day prior to order date for testing purpose.
- r. The transportation installation & dismantling of materials would be done by the Event Management Agency.
- s. Adequate manpower for all the areas as advised by the Authority to be deployed. All bidders are required to provide a detailed a list of manpower that will be deployed for the complete event.
- t. Emcees / Anchor for events on all days and at all venues wherever programs are being proposed by the Bidder. The Event Management Agency to give 3-4 options for Emcees / Anchor who have experience of conducting events of such grandeur.
- u. Manpower Deployment Plan including Maintenance Team, Project Team including Engineers', Designers', Technical & Event Consultants, which will be dedicated to this Project. This also includes supply, control and management of the temporary manpower required to discharge various project related works.
- v. Arrangement of Seating (sofa and chair) for as per Protocol and arrangement and Service of Refreshments to all artists on demand for two days.
- w. Maintenance, Safety and Security
- x. Environment Compliance Plan
- y. Insurance of equipment, man-power and Public Liability Insurance of at least Rs. 1 Crore for venue.
- z. The Scope of Services specified in this Clause are not exhaustive and the Event Management Agency shall undertake such other tasks as may be necessary to successfully implement the event.
- aa. Preparation and presentation of a detailed plan on various products, services and areas of the Project including Concept, Layout, Thematic understanding, logo for the event, Quality of Visual Appeal, Blend of Cultural Experiences, Overall Project Management Capabilities, Development & Execution. The agency shall visit the proposed locations as mentioned in table A before presenting the plan to the authority for better planning.

CHAPTER 5 SELECTION PROCEDURE

A selection committee will evaluate the technical as well as financial bids for each event separately on last date of submission and the below evaluation process shall be carried for each event. The technical bids of all Tenderers will be opened first. The following evaluation criteria shall be used for each event separately.

The technical evaluation will carry a weightage of 70 marks. The financial bid will carry weightage of 30 marks. After analysis of Technical Bids, the financial bids of only qualified tenders will be opened.

Financial evaluation will carry a weightage of 30 marks. The lowest financial offer will be the benchmark for financial evaluation and will get 30 marks and the next higher offer will be evaluated in the form of lowest rate X 30/ Offered rate

The agency which scores the highest aggregate marks on the basis of cumulative marks obtained in technical and financial bids (after adding the scores from the technical and financial evaluation) will be awarded the work order for execution of Merger Day Festival 2021.

CHAPTER 6
GENERAL INSTRUCTIONS AND TERMS & CONDITIONS

1. 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.
2. The Bidders are invited to submit a Technical Proposal and Financial Proposal to provide Event Management Services for Merger Day Festival 2021.
3. 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 obtain additional information on the Pre-Bid Meeting.
4. The proposal could form the basis for future negotiations and ultimately may lead to contract between the successful bidder and the Authority.
5. 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.
6. Authority reserves the right to accept or reject any and / or all the proposals without assigning any reasons thereof.
7. The Authority requires that the Bidders 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 Festivals.
8. 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.
9. **Pre-Bid Visit To the Site and Inspection of Data**
Prospective Bidders may visit the Site (as mentioned in Scope of Work) and review the available data at any time prior to Presentation.

10. Communications

All communications including the submission of Proposal should be addressed to:

The Member Secretary
Society for Promotion of Tourism, Art and Culture (SPOTAC)
Director of Tourism
Department of Tourism
UT Administration of Dadra & Nagar Haveli and Daman & Diu
Daman – 396 210
Phone: 0260- 2250002

11. At any time before the submission of Proposals, the Authority may amend the RFP by issuing a corrigendum 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.

12. 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.

13. Bid Submission

- The mandatory documents specified in this document shall be submitted before the prescribed dates online on www.ddtenders.gov.in and physically in the office of the Authority at the following address:

The Member Secretary
Society for Promotion of Tourism, Art and Culture (SPOTAC)
Director of Tourism
Department of Tourism
UT Administration of DNH & DD
Daman – 396 210
Phone: 0260- 2250002

- The bidder shall submit the tender documents in a sealed envelope super scribed as “**Request for Proposal for Execution of Merger Day Festival 2021**”
- **Tender Contents**

The Tenders are to be submitted online at www.ddtenders.gov.in and offline at the office of the Member Secretary SPOTAC, DNH & DD in 2 part bid system:

- I. Technical Proposal (signed and stamped RFP document)
- II. Financial Proposal (Note that the bidder shall submit the BOQ and overall cost in the online financial bid only).

I. Technical Proposal

The Technical proposal should contain RFP Document (duly signed and stamped to be submitted along with physical bid document) and Hard copy of the Presentation.

II. Financial Proposal

The Agency has to submit the financial bid for implementing the assignment as per the format enclosed. The financial bid should contain all expenses involved in the assignment like transportation, accommodation, out of pocket expense, etc. and taxes. (Note that the bidder shall submit the BOQ in the offline financial bid and overall cost shall be submitted in the online financial bid).

14. Proposal Validity Period

The proposal shall be valid for acceptance by the Authority for a period of 180-days from the Proposal Due Date (PDD), and may be extended for further period as mutually agreed.

15. Presentation

The Firm / Company will have to make a presentation of the Technical Proposal to the Authority. The presentation shall cover in sufficient detail the appreciation of the Festival, conceptual design, thematic understanding, quality of artists & performers, blend of cultural experience, quality of visual appeal, overall project management capabilities, proposed organizational structure, work plan, implementation strategy etc. The objective of the presentation is to evaluate the Event Management Company regarding their understanding and preparations for the Festivals and get clarifications, if any, as required by the Authority. The date and venue of presentation is per the RFP.

16. Working Conduct

The Event Management 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.

17. Period of Engagement

Work will start from Date of Issuance of LoA.

18. Use of Event Documents and Information

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.

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.

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.

- 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.

- Bidders should ensure no unauthorized distribution of audio / video recording of the event / conferences should be shared to anyone

19. 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.

20. 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 02 days of completion of the Event.

21. 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.

22. 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.

23. Site Availability

Bidders must note that the Sites are 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 issued by the selected Bidder at all times.

24. Precaution at Venue

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

25. Maintenance and Security

The Bidders shall follow the protocol in respect to the Covid-19 Norms during the event and during preparations of the event.

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.

26. Venue Details

Daman: Moti Daman Fort (Inside areas), Light House Beach, Sea front from Light House Beach to Jampore Beach. (Proposed – subject to change)

27. Change in Management / Bidder Composition

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

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

- 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.

- 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.

29. 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 Event 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 for issues falling under Jurisdiction.

30. Other Terms and Conditions

- The cables used should be ISI/BIS standard
- All equipment should be ready one day prior to the festival dates in working condition.
- The quantity mentioned in the RFP is as per the scope of work as on date.
- Quantities can be increased or decreased one week prior to the festival or as the case maybe.
- The rates quoted in Price Bid should be inclusive of all taxes/VAT etc. VAT except Service tax which shall be charged as per rates prevalent at the time of award/execution of work.

31. Commencement of Services

The bidder with whom the negotiation is successful shall be issued the LoA. On issue of LoA the bidder shall have to enter into a contract with the Authority on or before next 7-days from the date of receipt of such LoA.

32. Payment schedule and timeline

• 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.

• Additional Work

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.

33. MISCELLANEOUS

- i. The Selection Process shall be governed by, and construed in accordance with, the laws of UT of 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 Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a. suspend and/or cancel the 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 Authority by, on behalf of and/or in relation to any Bidder;and/or
 - d. independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- iii. It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
 - iv. All documents and other information supplied by the Authority or submitted by a Bidder shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
 - v. The Authority 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 the Authority 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 discretion.
 - vii. 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.
 - viii. 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.
 - ix. The Authority 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, 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.

xv. Damage to Persons and Property

The Successful Bidder shall indemnify and keep indemnified the Tender Inviting Authority against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands, proceedings, damages, costs, charges, expenses, whatsoever in respect thereof in relation thereto.

ANNEXURE I
TECHNICAL BID (PRESENATION) FOR MERGER DAY FESTIVAL 2021

Sr.No.	Evaluation Criteria	Marks
1	<p>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.</p> <p>The bidder has to visit the Daman district for inspection before presenting the concept of event execution according to proposed location.</p> <p>The bidder shall visit other locations to be familiar with the territory for branding, décor and for other purpose.</p>	
2	<p>Presentation of a detailed plan on various products, services and areas of the Project including Conceptual and Thematic understanding of the Festival, Layout, Quality of Visual Appeal, Blend of Cultural Experiences, Overall Project Management Capabilities, Development & Execution. The Company should have well-trained in-house client services team, production team and creative team. Suggestion of Event Name.</p>	70
3	<p>Presentation of a Plan for the complete event including setup of stage, Infrastructure Material to be used including Truss, Lights, Sounds and other equipment's and units as per the proposal, Performers for the entertainment programs at the Festival, and Safety, Security, Event Crew, Technical Crew & Manpower. Higher weightage would be given if bidder offers higher quality of equipment. Bidders to give a comparative table of such equipment with make and specifications.</p>	

ANNEXURE-II
FINANCIAL BID FOR MERGER DAY FESTIVAL 2021

S.No.	Particulars	Amount (Rs.)
1	Amount quoted for entire scope of work for successful execution of MERGER DAY FESTIVAL 2021 (25th & 26th January, 2021)	
	Additional Taxes (if any)	
	GRAND TOTAL	
TOTAL COST (in words)		

ANNEXURE III
BOQ TO BE SUBMITTED ONLINE IN FINANCIAL BID TO EXECUTE THE
MERGER DAY FESTIVAL 2021
(NOTE THE RATES SHALL BE SUBMITTED AS PER THE ELEMENTS
MENTIONED IN THE SCOPE OF WORK)

Particular	Qty	Amount (Rs.)	Amount (Rs.)
Flower Show			
Sand Art Show and artificial diya lights on beach			
Book Festival (At least 10 book stalls)			
Flea Market (At least 15 total stalls)			
Street Art (approx 300 sqft)			
Exhibition showcasing history of Daman			
Cultural Event (25/01/2021)			
Cultural Event (26/01/2021)			
Photography Contest			
Videography Contest			
Painting Contest			
Singing Contest			
Cooking Contest			
Treasure hunt			
Any other Event/Element proposed by the bidder			
Venue Décor & street decor inside Moti Daman fort with lightings (All venues of the event and streets inside Moti Daman Fort, Ramsetu (area of 10 KM), Government House and Secretariat building shall be fully decorated with creative elements and lightings one day before the events.)			

Branding & Advertising			
Hoardings (20' x 10')	100		
Pole kiosk (2' x 2.5')	400		
Bus Q Shelter (50 sqft approx)	60		
Box Gate (Top 20' x 3' and Bottom 18' x 3')	Min 06		
Videography and Photography of the event			
Taxes			
TOTAL COST (Inclusive of all charges))and taxes)			