



संघ प्रदेश दादरा एवं नगर हवेली और दमण एवं दीव प्रशासन

**U.T. ADMINISTRATION OF DADRA & NAGAR HAVELI AND
DAMAN & DIU**

पर्यटन विभाग, सूचना और प्रकाशन, दीव

DEPARTMENT OF TOURISM, INFORMATION & PUBLICITY, DIU

TEL. NO. 02875 -252653

EMAIL ID: TOURISM-DIU-DD@NIC.IN

No. 4-13/DT-ADM/Golf Cart/2020-21/ 165

Dated:- 05-07-2021

e-TENDER NOTICE-2nd call

On behalf of the President of India, the Additional Director of Tourism, Diu is invited from the operation and maintenance of Golf Cart from sightseeing i.e. 1. Diu Fort and 2. Khukri hill/park on license basis for the period of one (01) year and further extendable annually upto two (02) years on satisfactory performance for the period and terms and conditions as detailed below:-

Description	Tender form cost	EMD
Operation and maintenance of Golf Cart for sightseeing i.e. 1. Diu Fort area and 2. Khukri hill/park area on license basis for the period of one (01) year and further extendable annually upto two (02) years on satisfactory performance	Rs. 1,000/- (non refundable)- DD/ Cheque	Rs.25,000/- (FDR)

Sr. No.	Description and Type of Golf Cart	Golf Running Places	Upset price per month per Golf Cart	Rate offered by the bidder Rates should be quoted inclusive of all Charges etc. per month per Golf Cart
1	2	3	4	5
1.	4-seater- Nos-4	Khukri hill / park Area	Rs. 6000/- per Golf Cart	Rs.
2.	4-seater - Nos-2	Diu Fort Area	Rs. 6000/- per Golf Cart	Rs.
3.	6-seater - Nos-1		Rs. 8000/- per Golf Cart	Rs.
4.	8-seater - Nos-1		Rs. 10000/- per Golf Cart	Rs.

Online downloading of Tender documents.	on 05/07/2021, 18.00 hrs.
Last date & time for uploading of Bids.	up to 27/07/2021, 12.00 hrs.
Last date and time for submission of hardcopy of the Technical bid.	on 27/07/2021 upto 15.00 hrs.
Date of opening of Technical Bid. (hard copy & online)	on 27/07/2021 upto 15.00 hrs.
Date of opening online Financial Bid.	on 28/07/2021 upto 17.00 hrs.(if possible)

Bidders have to submit Technical Bid and Price Bid in sealed covers till the last date and time for submission.

Bid submission should be done along with tender Fees and EMD in original by R.P.A.D./Speed Post or to be deposited in the tender box kept in the office of the undersigned. However, Tender Inviting Authority shall not be responsible for any postal delay. Bidders can be downloaded from www.diu.gov.in.

1. The EMD and Tender Fees should not be forwarded by cash.
2. The Tender Fees will be accepted only in form of A/c payee Demand Draft of any Nationalized or Scheduled Bank of India payable in Diu.
3. The EMD will be accepted in form of FDR /A/c Payee Demand Draft / Bankers Cheque or Bank Guarantee from any Commercial Banks in an acceptable form payable at Diu in favor of undersigned.
4. The Financial Bid should be submitted online only on www.ddtenders.gov.in

The tender inviting authority reserves the right to accept or reject any or all the tender to be received without assigning any reasons thereof. Bidders shall have to post their queries on E- Mail address: tourism-diu-dd@nic.in


Additional Director of Tourism,
Diu

Issued by:

**U.T. ADMINISTRATION OF DADRA & NAGAR HAVELI AND DAMAN & DIU
DEPARTMENT OF TOURISM, INFORMATION & PUBLICITY
DIU Tel. No. 02875 252653
Email ID: tourism-diu-dd@nic.in**

Copy to :-

- 1) NIC, Diu with a request to publish in Website.

Terms and Conditions

“Operation and maintenance of Golf Cart for sightseeing i.e. 1. Diu Fort for 4 to 8-seater and 2. Khukri hill/park for 4-Seater on license basis for the period of one (01) year and further extendable annually upto two (02) years on satisfactory performance”

❖ Instructions to Bidders :

- a) All Tender Documents can be downloaded from the website <https://www.diu.gov.in>.
- b) The Bidder has to give compliance for each quoted product. For any false /misleading statement in compliance found any time during the procurement process, the bid shall be outrightly rejected & EMD shall be forfeited.
- c) The decision of the Tender Inviting Officer for acceptance/rejection shall be final.
- d) The right to accept or reject any tender partly or fully without assigning any reason thereof is reserved with the Collector, Diu, and her decision on all matters relating to acceptance or rejection of the tender in whole or in part will be final and binding to all.
- e) No applications/clarifications shall be accepted from the tenderers once bidders are received by the Department.
- f) The rate shall be valid and operative for one year and no enhancement shall be granted at the rate once approved during this period. Conditional bidders shall be rejected summarily.
- g) The driver should wear the uniform in Grey Colour as prescribed by the State Transport Authority UT Administration of DNH & DD. He/she shall display the Public Service Vehicle Badge on uniform on his/her left side of the chest.
- h) The vehicle shall bear a Yellow colour reflective strip on its rear side.

- i) While on duty, the driver shall not be under influence of drugs /liquor. He shall also not play any audio device in the vehicle during duty hours.
- j) In case, an incident of indecent behavior or molestation or eve teasing against a woman takes place in an Golf Cart; it shall be the duty of the driver/permit holder to inform the Police immediately and take the victim to the nearest Police Station/Police Post/PCR van.
- k) The driver shall not misbehave with the passenger/intending passenger.
- l) The driver shall extend help and assistance to senior citizens and differently abled persons, while boarding and alighting the vehicles.
- m) The permit holder shall ensure charging of the batteries of the Golf cart through his own means in an authorized/ legal manner.
- n) No hazardous chemical or explosive or inflammable material etc. will be allowed to be carried in the vehicle.
- o) The permit holder shall dispose the used lead acid batteries only through an authorized E-waste disposal agency.
- p) The vehicle shall be kept in a neat and clean condition at all times during the operation.
- q) To Operate and Maintain “access pathways”
- r) To Operate and Maintain “Do’s/Don’ts/ Environment Education”.

Key dates:

Onlinedownloading of Tender documents.	on 05/07/2021, 18.00 hrs.
Last date & time for uploading of Bids.	up to 27/07/2021, 12.00 hrs.
Last date and time for submission of hardcopy of the Technical bid.	on 27/07/2021 upto 15.00 hrs.
Date of opening of Technical Bid. (hard copy & online)	on 27/07/2021 upto 15.00 hrs.
Date of opening online Financial Bid.	on 28/07/2021 upto 17.00 hrs.(if possible)

The Bidders shall be submitted in two-bid system, wherein the Technical bid and Commercial Bid is to be submitted. EMD and Tender Fee has to be submitted with Technical Bid in Tender Box along with a covering letter. The envelope should be super scribing as **“Operation and maintenance of Golf Cart for sightseeing i.e. 1. Diu Fort for 4 to 8-seater and 2. Khukri hill/park for 4-Seater on license basis.”**

The EMD and Tender Fees should be enclosed with Technical Bid only.

Tender Fees (Non Refundable) Rs. 1,000/- :

- a. The Tender Fees should not be forwarded by cash.
- b. The Tender Fees (Non-Refundable) will be accepted only in form of DD/A/c payee in favor of Additional Director of Tourism, Diu from any Nationalized or Scheduled Bank of India payable at Diu.
- c. All bidders must be accompanied by Tender fees as specified in schedule otherwise tender will be rejected. i.e. **1. Diu Fort 2. Khukri hill/park.**

Earnest Money Deposit Rs. 25,000/- :

- a. All bidders must be accompanied by EMD as specified in schedule otherwise tender will be rejected. i.e. **1. Diu Fort 2. Khukri hill/park**
- b. EMD can be paid in either of the form of following:
 - i. A/c Payee Demand Draft
 - ii. Fixed Deposit Receipts
 - iii. Bank Guarantee

In favour of **Additional Director of Tourism, Diu** from any Nationalized or Scheduled Bank authorized by RBI to undertake Government Business.

- c. EMD should be valid upto 12 (Twelve Months) from the date of its issuance.
- d. EMD in any other forms will not be accepted.
- e. EMD/Security Deposit shall be liable to be forfeited in following circumstances:
 - i. Tender is rejected due to failure of supply the requisite documents in proper format or giving any misleading statement or submission of false affidavit or fabricated documents.



- ii. In case, the contractor does not execute the supply order placed with him within stipulated time, the EMD of the contractor will be forfeited to the Government and the contract for the supply shall terminated with no further liabilities on either party to the contract.
- f. The amount of Earnest Money paid by the tenderer(s) whose bidders are not accepted will be refunded to them within a period of 04 weeks.
- g. The Financial Bid should be submitted online only on www.ddtenders.gov.in
- h. Only on satisfactory completion of the supply order for and on payment of all bills of the contractor, as to be admitted for payment, the amount of Security Deposit/Earnest Money will be refunded after expiry of guarantee/warranty period, if any, or any such date/period as may be mutually agreed upon.
- i. The Earnest Money(s) paid by the tender(s) earlier against any tender(s) or work order(s) is not adjustable with Earnest Money required by these conditions.

Security Deposit: (SD)

- a. The successful tenderer will have to pay within 10 days from the date of demand, an amount equal to 10% of the total value of articles, which may be ordered, as the amount of security deposit.
- b. Non receipt of Security Deposit within stipulated time will result in automatic cancellation of the order for supply without any intimation.
- c. The Security Deposit(s) paid by the tender(s) earlier against any tender(s) or work order(s) is not adjustable with Security Deposit required by these conditions.
- e. The tender inviting officer will consider extension of time for remitting the Security Deposit as demanded. However, in case of denial to consider such extension the contractor is bound to abide by the limit given and liable to make good for the loss made to the Government on account of his failure to abide by the time limit.

Conditions of Contract :

1. ACCEPTANCE OF TENDER:

- a. The tender is liable for rejection due to any of the reasons mentioned below:
 - i. Non-Submission of tender within stipulated time.
 - ii. Tender is unsigned or not initialed on each page or with unauthenticated corrections.
 - iii. Non-payment of Earnest Money Deposit (if not exempted).
 - iv. Non-Submission of required documents as mentioned in schedule.
 - v. Conditional/vague offers.
 - vi. Unsatisfactory past performance of the tenderer.
 - vii. Items with major changes/deviations in specifications/ standard/ grade/ packing/ quality offered.
 - viii. Offering an accessory optional even though required to operate the instrument.
 - ix. Submission of misleading/contradictory/false statement or information and fabricated/ invalid documents.
 - x. Bidders not filled up properly.
- b. Any discount which the bidder wants to give has to be considered and total final bid amount has to be mentioned clearly in the price bid.
- c. Discount offered after price bid opening will not be considered.
- d. Additional Director of Tourism, Diu may seek any clarifications / explanation / documentary evidence related to offer at any stage from tenderers if required.
- e. The rate quoted should be inclusive of all taxes rate should be valid upto one year from the date of tender award by bidder.
- f. All the other expenses like taxes, services/batteries/charging, any fees and other maintenance charges, etc. shall be bared by bidder.
- g. The drivers allowed with valid license.
- h. The vehicle will be used for sightseeing on i.e. Fort gate to all Fort area & back and Gandhi Smarak to Khukri Hill and back.

- i. Annual premium must be paid one month in advance before the commencement of next year.
- j. In the event of any question arising as to the interpretation of any condition/words etc., it shall be referred to the Collector, Diu and his decision thereon shall be binding to both the parties, and no claim of any kind on such interpretation will be entertained.
- k. The rates should be display on board which can be easily readable by the used/tourists. The bidder can charged the fee as mentioned below:-

a. Rs. 20/- (maximum) per person for all site.

b. No charge for child below age of 5 years

- l. The Collector, Diu reserves the right to add or alter any or all clause of the agreement if found necessary.
- m. The tender should be signed by the authorized person of Firm / Agency and his / her full name and status should be indicated below his / her signature alongwith the official stamp of the firm / agency.
- n. All entries in the tender form should be legible and filled clearly. If, the space for furnishing information is not sufficient, a separate sheet duly signed by the authorized person of Firm / Agency should be attached with technical bid.
- o. The successful bidder shall carry out day to day progress of cleaning & maintenance of Golf by the Department of Tourism either collectively or individually and in case of any lapse reported viz. cleanliness/hygiene/smell/damage, then Department of Tourism shall deduct an amount which is equivalent to the amount involved in the each working day with a penalty of Rs. 1000/- on 1st incident and Rs 5000/- on 2nd incident and on 3rd, written notice will be issued to the successful bidder for poor performance.
- p. In case failure to provide vehicle during tenure or on withdrawal of the vehicle by owner, the loss suffered by the Government will be recovered from the vehicle owner or travel agency security deposit / earnest money or payment due or any bills to the extend required.
- q. In case the bidder does not implement the work order placed with him the contract for the hiring of vehicle shall terminated with no further liabilities on either parties to the contract.
- r. No separate agreement will be required to be signed by successful tenderer for hiring of vehicle contract rates bidders/offer in response to the considered Tender Notice shall be considered as acceptance of all the terms and condition for hiring of vehicle for all legal purpose.

- s. The Collector, Diu reserves right to amend, revoke or modify the License at his discretion as well as to withdraw all or any of the terms and conditions at any stage without assigning any reason whatsoever.
- t. **The Department shall requisite all Golf Carts as and when Govt. functionary needs arise without any remuneration.**
- u. The right to accept or reject the tender without assigning any reasons or all bidders in part or whole is reserved with the undersigned and his decisions on all matters relating acceptance or rejection of the bidders as a whole or in part will be final and binding to all.
- v. In case of any unfavorable event i.e. accident, casualty, the bidder/ agency shall be fully responsible, Tourism Department, Diu shall not be accountable for any matter. All disputes subject to Daman & Diu jurisdiction only.

The tenderer should attached scanned copies of :

1. Registration Certificate of firms.
2. Four-wheel Driving License for all employees of who is operate/ running of Golf cart.
3. PAN Card No. and GST No.
4. Scan copy of Schedule of Documents correctly filled with stamped and signed on each page. (Scope of Work).
5. Scan copy of Schedule Requirement, Specification and Allied Technical Details duly stamped and signed.
6. Bidder should have experience of at least 3 years in any government department. (copy of the work order should be attached)

2. TERMS OF WORK EXECUTION :

- a. Extension of time limit of work order shall be considered by the Tender Inviting Officer. The extension so granted may be without levy of compensation for delay in execution of work the cost of work order for at the discretion of the authority competent to grant extension of time limit provided such request is made well in time, depending upon the circumstances and such decision in the matter will be final.
- b. Inspection will be carried out in the premises of Tourism Department, Diu. If vehicle to be inspected in the parties premises all expenditure to be borne by the Tenderer.



3. Bid Evaluation Methodology :

A Preliminary Tender Fee and EMD Submission.

B Technical Evaluation:

- Scrutiny of technical specifications and other relevant documents as asked by the department with the quoted specification.
- Scrutiny of Compliance Statement given by the bidder.
- Technical Demonstration if required.

C Financial Evaluation: Highest quoted offered by Technically Qualified Bidders

PAYMENT TERMS :

- a. 100% of the bid amount will be paid advance of work successfully and submission of Security deposit i.e. 10% of the tender value.
- b. Price escalation clause will not be entertained under any circumstances.
- c. Each bill in which Service Tax is charged must contain the following certificates on the body of the bill: "CERTIFIED" that the service on which GST has been charged have not been exempted under the Central GST Act or the Rules made there under and the amount charged on account of GST on this service is not more than what is payable under the provisions of relevant Act or Rules made there under.
- d. Transportation, forwarding and insurance etc. will be paid on the rates quoted.
- e. The rates should be quoted only for the work specified in the list of requirements.

Signature of Agency With Rubber Stamp



Additional Director of Tourism,
Diu

ANNEXURE- B

SCHEDULE OF DOCUMENTS ATTACHED

Sr. No.	Document / Certificate	Enclosed	At Pg No.
A.	General Documents :		
01.	Registration certificate of the firms	Yes / No	
02.	Driving License for Drivers	Yes / No	
03.	PAN No. & GST No.	Yes / No	
04.	Scan copy of Schedule of Documents correctly filled with Stamped and Signed on each page. (Scope of Work)	Yes / No	
05.	Scan copy of Schedule Requirement, Specification and Allied Technical Details duly stamped and signed.	Yes / No	
06.	Copy of work order for experience in Government Sector.	Yes / No	

It is verified that all the certificates / permissions / documents are valid and current as on date and have not been withdrawn/cancelled by the issuing authority. It is further verified that the representants at above, declaration part are as per the format prescribed by the Administration and it is clearly and distinctly understood by me/us that the tender is liable to be rejected if on scrutiny and of these certificates is found to be not as per the prescribed format of Administration.

I/We further undertake to produce on demand the original certificate / permission / document for verification at any stage during the processing of the tender.

Date:

Place:

Sign & Stamp of tenderer

GOLF CART AGREEMENT

(Please read carefully before signing and returning.)

In consideration for the License basis of the golf cart provided by _____
I, _____, agree to the following conditions.

In the event that I violate any of the following conditions, I agree and understand that further use of the golf cart may be revoked immediately and without notice:

1. I promise to return the golf cart to the location provided immediately upon completion of the license period in as good condition as I received the same, normal wear and tear accepted. I will operate the golf cart safely and responsibly, and I will preserve and protect the golf cart from loss or damage to the cart itself, my person or property, and the persons or property of others. I agree and understand failure to comply with the terms of this agreement will result in a forfeiture of my license fees and deposit. I agree to be legally and financially liable for all costs of repairs to the golf cart and for the loss, damage and/or injuries to my person or property and the persons or property of others regardless of fault. I agree to reimburse the golf cart owner for such unrecovered costs, including but not limited to deductibles and any uninsured losses.

2. I agree to hold harmless, defend and indemnify Tourism Department, Diu., for any and all damages and claims of any nature whatsoever that may arise from the use of said golf cart during the time of the license period, including but not limited to claims for damages to the golf cart itself, my person and property and the persons and property of others.

3. I agree to become familiar with the operation and use of said golf cart, to read the "GOLF CART INFORMATION SHEET" and any other instructions provided to me regarding the cart, and to operate the golf cart in accordance with said instructions.

I Agree to contact Tourism Department, Diu. If I have any questions or concerns about operating the golf cart or if my guest or I have caused any damage to the golf cart or others through the use of the golf cart.

I agree to examine and inspect the safety and mechanical condition of the golf cart, reporting any concerns or problems before driving the vehicle.

4. I understand that a golf cart is subject to the same laws and regulations pertaining to motor vehicles and therefore agree that the golf cart will be operated in accordance with the laws of the U. T. Administration of DNH and DD, including



but not limited to the requirement that persons driving the golf cart must not be under the influence of alcohol and/or illegal drugs. I further agree that I personally will be responsible for all moving and/or parking violations issued to said cart while it is in my possession, under my control, or at any time during the condominium/house rental period. I agree that I will not operate the golf cart in the surf or allow salt water to come in contact of mechanical or electrical components. I further agree that law prohibits me from using the golf cart on major interstates and highways.

5. I agree that only persons who are 18 years or older, possess a valid driver's license and insurance as required by law shall be permitted to drive the golf cart.

6. I agree the privilege of using the golf cart can be revoked without notice by Tourism Department, Diu in their sole discretion, for any violation of this agreement. I further agree I shall not be entitled any rental refund or deposit for such revocation of privilege.

7. I understand that if the golf cart should become inoperable through no fault of mine, Tourism Department, Diu will take reasonable steps to have the vehicle repaired. In the event the golf cart can not be repaired or replaced, a refund will be issued towards the unused license agreement period. By my signature below, I certify that I understand and agree to the conditions set forth in the Tourism Department, Diu. Golf Cart Agreement.

I acknowledge that I have signed this document voluntarily and freely and that my signature creates a contractual obligation that binds me, my guests and all passengers.

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

IN WITNESS WHEREOF WE,, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2

For

.....

(Signature, name, designation and
address) Witnesses:

1.

2.

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

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



FINANCIAL BID

Sr. No.	Description and Type of Golf Cart	Golf cart Running Places	Upset price per month per Golf Cart	Rate offered by the bidder Rates should be quoted inclusive of all Charges etc. per month per Golf Cart
1	2	3	4	5
1.	4-seater -Nos-4	Khukri hill / park Area	Rs. 6000/- per Golf Cart	Rs.
2.	4-seater -Nos-2	Diu Fort Area	Rs. 6000/- per Golf Cart	Rs.
3.	6-seater -Nos-1		Rs. 8000/- per Golf Cart	Rs.
4.	8-seater -Nos-1		Rs. 10000/- per Golf Cart	Rs.

→The Financial Bid should be submitted online only on www.ddtenders.gov.in