

TENDER NO. 4/107/DT-ADM/2018-19/ 04

Dated: 03/04/2018

REQUEST FOR PROPOSAL

FOR OPERATION AND MAINTAINENCE OF FLOATING
RESTAURANT IN DIU PORT

Issued by

UT Administration of Daman & Diu
Department of Tourism
Information & Publicity,
Diu – 362 520
Phone: 02875 252653
Email: tourism-diu-dd@nic.in

Any amendments in this tender including the dates, venue, corrigendum, 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.

J. K. Sharma
03/04/2018

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U.T. ADMINISTRATION OF DAMAN & DIU

TOURISM DEPARTMENT, DIU

INVITING TENDER

Sealed Tenders are invited on behalf of President of India by Dy. Director (Tourism), Diu from experienced parties for "OPERATION AND MAINTENANCE OF FLOATING RESTAURANT IN 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 Dy. Director (Tourism), Department of Tourism, Information & Publicity, 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.diu.gov.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 "Dy. Director (Tourism), Diu" from any Scheduled/Nationalized Bank having its branch at Diu. 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.
- 1.5 **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 Dy. Director (Tourism), Diu on any scheduled/ Nationalized Bank having its branch at Diu.
- 1.6 **VALIDITY:**
The Bids shall be valid for a period of 180 days from the date of opening of Technical bid.

[Handwritten signature and date]
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1.7 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 21/04/2018 at 13.00 hrs addressed to the Dy. Director (Tourism), Diu.
- 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 Additional Director of Tourism / Collector, 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 super scribed as "Tender For Operation and Maintenance Of Floating Restaurant On License Basis In Diu Port" and addressed to the Dy. Director (Tourism), Department of Tourism, Information & Publicity, Diu, and shall be sent by hand delivery/Registered Post/Speed Post/courier so as to reach the Office of the "The Dy. Director (Tourism), Diu on or before **24/04/2018 upto 15.00 hrs. (IST)**. The Technical Cover (1st Cover) will be opened on **27/04/2018 at 15.00 hrs (IST)** in the presence of the bidders who may wish to remain present at the time of opening of the bids. Financial Bid will be opened online on **01/05/2018 at 16.00 hrs (IST)**

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DY. DIRECTOR (TOURISM),
DIU
01/05/18

2. INSTRUCTION TO TENDERER

2.1 Background:

a) 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.

- b) 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

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proposal including visits to the Port of 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 Additional Director (Tourism) / Collector, 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, Diu website www.diu.gov.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 Deputy Director (Tourism), 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 Deputy Director (Tourism), 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 Deputy Director (Tourism), Diu address indicated above by facsimile/ Post/Courier. The Deputy Director (Tourism), 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.

*Sham
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2.5. A Scope of the Proposal:

Deputy Director (Tourism), Diu intend to invite proposals from experienced parties for Tender for OPERATION AND MAINTAINENCE OF FLOATING RESTAURANT IN DIU PORT.

Sl. No.	Location
1.	Diu

2.5. B Charges payable to Deputy Director (Tourism), 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

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2.6 Brief Description of Bidding Process:

- (a) The Deputy Director (Tourism), 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;

Signature
02/01/2018

(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 Deputy Director (Tourism), 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 Deputy Director (Tourism), Diu to ensure satisfactory compliance of instructions.

J. K. Sharma
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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 lakhs (Rupees Three Lakhs Only) in the form of Demand Draft/ Banker's Cheque drawn in favour of Dy. Director (Tourism), 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.
- (c) The Deputy Director (Tourism), 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 Deputy Director (Tourism), 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 Diu Administration.
- (e) EMD of the tenderers ranked as first three **highest** shall be refunded on lodgement of performance security by the successful tenderer.

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01/11/2017

2.11 The Deputy Director (Tourism), Diu Right to Accept or Reject Proposal:

- (a) Notwithstanding anything contained in this Proposal Document, Deputy Director (Tourism), 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) Deputy Director (Tourism), 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. Deputy Director (Tourism), 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.

J. Sharma
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- (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 'The Dy. Director (Tourism), Diu' on any Scheduled/Nationalised Bank having its branch at Diu.
- vi) Receipt of payment of cost of tender document of Rs. 1,000/- issued by the Dy. Director (Tourism), Diu OR in case of downloaded document from UT Administration Daman website, Demand Draft/ Banker's Cheque drawn in favour of 'the Dy. Director (Tourism), Diu' (on any Scheduled/ Nationalised Bank having its branch at Diu) of Rs. 1,000/- (Rupees One Thousand only) shall be enclosed.

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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 a 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 a n d m a i n t e n a n c e of Floating Restaurant in Diu Port"
- (d) The envelope shall be addressed to:

The Dy. Director (Tourism),
Department of Tourism,
Information & Publicity,
Diu. Pincode - 362520

- (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. the Dy. Director (Tourism), 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 C O U N T E R CONDITIONS SHOULD BE I N C L U D E D ANYWHERE IN THE PROPOSAL. CONDITIONAL PROPOSAL MAY BE SUMMARILY REJECTED.

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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) The Dy. Director (Tourism), 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 The Dy. Director (Tourism), 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

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2.22 Modification to submitted proposals:

Any alterations, modifications or change in the submitted proposals shall be sent in writing and must reach the Dy. Director (Tourism), 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/alterd either to fulfill minimum eligibility criteria or to make a non-responsive proposal responsive or to qualify for meeting the technical proposal parameters.

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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 (at 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 Dy. Director (Tourism), 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 the Dy. Director (Tourism), Diu. This letter along with written acknowledgment of the successful parties shall constitute contract between the party/ies with the Dy. Director (Tourism), 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 Dy. Director (Tourism), Diu the successful bidders shall arrange to make payment of "Security deposit" of Rs. 10.00 lakhs each to the Dy. Director (Tourism), Diu in the form of a Bank Guarantee as per the approved

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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, the Dy. Director (Tourism), 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 Collectorate, Diu 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 Dy. Director (Tourism), 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 the Dy. Director (Tourism), 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 the Dy. Director (Tourism), Diu

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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 "the Dy. Director (Tourism), Diu" along with already received pre-bid queries.

2.32 **SCHEDULE OF BIDDING PROCESS :**

The Dy. Director (Tourism), 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	23.04.2018 at 1500 Hrs
b)	Last date of receiving queries from bidders	21.04.2018 at 1300 Hrs
c)	Date and time for online submission of Technical Bid	23.04.2018 upto 1500 Hrs
d)	Date and time for Physical submission of Technical Bid	24.04.2018 upto 1500 Hrs
e)	Date of time for opening of tender (technical bid)	27.04.2018 upto 1500 Hrs
f)	Date of time for opening of tender (Financial bid)	01.05.2018 upto 1600 Hrs

J. Ramu
03/4/2018

GENERAL CONDITIONS OF LICENSE

3.1 Definitions and General Notes:

“**Licensor**” means “The Dy. Director (Tourism), 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 THE DY. DIRECTOR (TOURISM), 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”.

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- 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 the Dy. Director (Tourism), 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 the Dy. Director (Tourism), Diu in force from time to time.
- g) To peacefully handover the licensed area in good condition to the Dy. Director (Tourism), 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 the Dy. Director (Tourism), 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 Restaurant / allied activities as stated in the Tender document.

Jhanna
02/11/2018

3.8 THE OWNERSHIP OF THE AREA PERMITTED FOR AN CHORING/MOORING SHIP:

- a) The ownership of premises shall always and at all times vest and deemed to vest in the government.
- 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 equipment 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 Diu Municipal Council of Diu, 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 the Dy. Director (Tourism), 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.

J. Shrivastava
02/11/17
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3.13 ACCESS TO LICENCOR'S REPRESENTATIVE FOR INSPECTION:

At all times the Licensee shall allow full access to the authorized representative of licensor 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.

Sharma
03/11/2018

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 Dy. Director (Tourism), 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 THE DY. DIRECTOR (TOURISM), 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 Dy. Director (Tourism), Diu of any alleged violation the Licensee may have

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03/11/2018

