

Request for Proposal

Selection of Catering Agency/ Food Companies
For
Providing Snack Boxes and Drinking Water facility
for Public meeting at Daman

RFP Ref No: 5/125/DDT/FoodCom./2017-18/275

Issued by
Society for Promotion of Tourism, Art and Culture
(SPOTAC)
Department of Tourism
UT Administration of Daman & Diu
Email: damantourism2013@gmail.com

Disclaimer

The information contained in this Bid document or subsequently provided to Applicant(s)/Bidder(s)/Bidders, whether verbally or in documentary or any other form by or on behalf of the Society For Promotion of Tourism, Art and Culture (SPOTAC), UT Administration of Daman & Diu or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Bid document and such other terms and conditions subject to which such information is provided.

This Bid document is not an agreement and is neither an offer nor invitation by Society For Promotion of Tourism, Art and Culture (SPOTAC), UT Administration of Daman & Diu to the prospective Bidders. The purpose of this Bid Document is to provide interested parties with information that may be useful to them in preparing their bid i.e. General Documents and Financial Bids (the Bid") pursuant to this document. This Bid document includes statements, which reflect various assumptions and assessments arrived at by Society For Promotion of Tourism, Art and Culture (SPOTAC), UT Administration of Daman & Diu in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for Society For Promotion of Tourism, Art and Culture (SPOTAC), UT Administration of Daman & Diu, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bid Document. The assumptions, assessments, statements and information contained in this Bid document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid document and obtain independent advice from appropriate sources.

Information provided in this Bid document to the Bidders is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

The Society for Promotion of Tourism, Art and Culture, UT Administration of Daman & Diu accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The Society for Promotion of Tourism, Art and Culture, UT Administration of Daman & Diu , its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the bid document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid document or arising in any way during the Bidding Process.

The Society for Promotion of Tourism, Art and Culture, UT Administration of Daman & Diu also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Bid document.

The Society for Promotion of Tourism, Art and Culture, UT Administration of Daman & Diu may in its absolute discretion at any time, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Bid document. The Society for Promotion of Tourism, Art and Culture, UT Administration of Daman & Diu may also withdraw or cancel the Bid at any time without assigning any reasons thereof.

The issue of this Bid document does not imply that The Society for Promotion of Tourism, Art and Culture, UT Administration of Daman & Diu is bound to select a Bidder or to appoint the Selected Bidder as the case may be, for the Project and The Society for Promotion of Tourism, Art and Culture, UT Administration of Daman & Diu reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by The Society for Promotion of Tourism, Art and Culture, UT Administration of Daman & Diu or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and The Society for Promotion of Tourism, Art and Culture, UT Administration of Daman & Diu shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

No.

Date:

E-Tender (On Line) Invitation Notice

On behalf of the President of India, the Member Secretary, Society for Promotion of Tourism, Art & Culture, Daman has called e-Tenders (online) through **www.nprocure.com** from the interested Catering Agencies for supply of Snack Boxes and drinking water facility at Daman during First week of November 2017.

Sr. No.	Name of Work	Estimated Cost of the Project	Earnest Money Deposit	Tender Fees (Non Refundable)
1	Selection of Catering Agencies/Food Companies for supply of Snack Boxes and drinking water facility at Daman	Rs. 20,00,000/- (Rupees Twenty Lakhs Only)	Rs. 50,000/- (Rupees Fifty Thousand Only)	Rs. 1,000/- (Rupees One Thousand only) in form of DD
*On line downloading of tender Start			06.10.2017	
*Last Date for Online Submission of tender			23.10.2017, 12:00 Hrs	
Physical submission of Technical Document as per RFP			23.10.2017, 14:00 Hrs	
*Online opening of Technical Bid			23.10.2017, 15:00 Hrs	
Opening of Financial Bid			24.10.2017, 11:00 Hrs	
*Bidders have to submit price bid in electronic format only on Nprocure website till the last date and time for submission. Price Bid in physical format shall not be accepted in any case.				
The tender form along with all details including schedules and terms and conditions can be downloaded from the Website Nprocure. The tender fees (non-refundable) in form of DD in favour of undersigned may be kept in Bid along with below mandatory documents. The price shall be opened in respect of those bidders who are qualified in technical bid.				

Submission of **tender fees and EMD in form of DD, Firm Registration Number with Certificate, Copy of PAN Card, GST REGISTRATION, MoU, Terms & Conditions duly signed by the Bidder etc.** and as per the eligibility criteria all documents has to be uploaded. These are the mandatory documents required to be uploaded and hard copy of above mentioned documents shall be submitted to the tender inviting authority by RPAD/Speed Post. However, Tender inviting Authority shall not be responsible for any postal delay. The said documents can also be deposited in the office of the undersigned. In case the bidder not enclosed the above mandatory documents, he/she/they will be disqualified and the price bid shall not be opened.

The Tender Inviting Authority reserves the right to accept or reject any or all the tenders received without assigning any reasons thereof.

In case bidder needs any clarification on the Tender Document or Scope of Work, they can contact in the Society for Promotion of Tourism, Art and Culture, Damanduring office hours.

Sd/-

Member Secretary (SPOTAC)
Daman & Diu

Copy to:

1. All Head of Office, for wide publicity.
2. F.P.O. for wide publicity.
3. SIO, NIC, Daman , for wide publicity

1. Letter of invitation

Sub: The Member Secretary, Society for Promotion of Tourism, Art and Culture, Daman & Diu invites proposals from various Catering Agencies/Food Companies for supply of Snack Boxes and drinking water at Daman for an upcoming public meeting.

Dear All,

The Member Secretary, Society for Promotion of Tourism, Art and Culture, Daman & Diu invites proposals from various Catering Agencies for supply of Snack Boxes/Food Company at Daman during first week of November 2017.

The Society for Promotion of Tourism, Art and Culture is seeking to select a Firm / Company for carrying out various activities as mentioned in the RFP enclosed herewith.

Please note the last date for submission of your bid is **23.10.2017**.

Sd/-
Member Secretary (SPOTAC)
Daman & Diu

2. Introduction:

2.General

The Member Secretary, Society for Promotion of Tourism, Art and Culture, Dman & Diu (herein after referred to as “Tender Inviting Authority”) requires the services of a catering Agency/ Food company for supply of snacks boxes and drinking water facility for an upcoming public meeting on first week of November 2017.

The agency shall have to provide various snacks items in a specially designed box and drinking water facility for the local public attending the meeting.

3. Instructions to Bidders

3.1 General instructions

- i. The appointment of the catering agency/ food Company shall be made on Combined Quality cum Cost Based Selection (CQCCBS) and procedures described in this RFP.
- ii. The Authority will select a catering agency/ food 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.
- iii. The Bidders are invited to submit a Technical Proposal and Financial Proposal.
- iv. The Successful bidder’s proposal could form the basis for future negotiations and ultimately may lead to contract between Company and Authority.
- v. The cost of preparing the proposal and all subsequent negotiations, if any, with Authority and other experts on tasks and actions directly and indirectly related or presentation of proposal shall be borne by the bidder.
- vi. Authority reserves the right to accept or reject any and / or all the proposals without assigning any reasons thereof.

vii. The Authority requires that the Bidder provides 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.

viii. Proposal and Bid means the same in this document and he also means to include she and vice-versa. The bidders are requested to add extra lines / sheets, wherever necessary.

3.2 Purchase of the RFP document

Bidders are required to make a payment of INR 1,000/- (Rupees One Thousand Only) in the form of Demand Draft drawn on any Nationalized / Scheduled Bank in favour of Member Secretary (SPOTAC) payable at Daman, which shall be furnished along with the Technical Proposal. This fee is non-refundable.

3.3 Earnest Money Deposit

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

EMD shall be returned to the unsuccessful Bidders without interest after selection of the Successful Bidder. EMD submitted by the Successful Bidder shall be released upon furnishing of Performance Security deposit in the form of Bank Guarantee without any interest.

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

EMD shall be forfeited in the following cases:

- If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect;
- If the Successful Bidder fails to execute the work within the stipulated time or any extension thereof provided by the Society for Promotion of Tourism, Art and Culture, Daman & Diu.
- If the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- If the Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time.
- If the Selected Bidder fails to provide the Security deposit within one working day of announcing the successful bidder.
- Authority will not be liable to pay any interest on Earnest Money Deposits under any circumstances.

3.4 Security Deposit

- i. Security Deposit for an amount equivalent to 10% of the quoted Value rounded off to the next Lac shall be furnished in form of a Bank Guarantee as Performance Security substantially in the form specified in this document.
- ii. For the successful bidder, the Security Deposit shall be retained by the Authority until the completion of the public meet and be released within 30 days after the completion of the public meet.
- iii. The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Performance Security, shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for,

inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- a) If a Bidder engages in any of the Prohibited Practices specified in this RFP
- b) If the Bidder is found to have a Conflict of Interest as specified in this RFP
- c) If the Selected Bidder commits a breach of the tender conditions.

3.5 Proposal Due Date (PDD)

Schedule of submission & opening of Proposal is as below-

Last Date for Submission of Proposal:

On-line Technical Bid Opening :

3.6 Only One Proposal

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

3.7 Communications

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

The Member Secretary

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

Department of Tourism

Paryatan Bhawan, Nani Daman

Daman

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 uploaded on e-procure and will be binding on them.

3.8 Proposal Validity Period

The proposal shall be valid for acceptance by the Society for Promotion of Tourism, Art and Culture, Daman & Diu for a period of 180 days from the Proposal Due Date (PDD), and may be extended for further period as mutually agreed.

3.9 Disqualification

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

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

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

4. Scope of Work

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

- 1) To provide snack boxes and drinking water facility for an upcoming public meeting on first week of November 2017 to be held at Daman.
- 2) The snacks must be provided in box packaging.

3) The food items to be included in the Snack boxes:

S.No.	PARTICULARS	QTY
1.	<u>REFRESHMENTS (PACKED BOX)</u> 2 PIECES OF DRY SAMOSA (25 gms each) 2 PIECES OF ASSORTED COOKIES (15 gms each) 1 KESAR MOTI CHOOR LADOO (45 gms each) 1 FROOTI / MAZA TETRA PACK (160 ml) 1 TISSUE PAPER	30,000 PACKETS
2.	MINERAL WATER BOTTLES (200 ml bottle)	30,000 pcs

4) All the items shall be prepared in Fresh Edible Vegetable oil only.

5) The Dry samosa shall have a filling of Spiced Mung Lentils, Cashew & Raisins stuffing.

6) The Kesar Moti Choor ladoos shall be prepared in pure desi ghee only.

7) The water bottles to be served shall be of any - Standard Registered Company preferably Bisleri, Aquafina or Baileys etc.

7) The Authority shall not provide any consumable or non-consumable items including raw materials for the purpose of catering, utensils, equipment, crockery, cutlery etc.

8) The quality and quantity of food shall be inspected item wise by the Tender Inviting officials and the tenderer shall not deny access to such inspections.

9) With regards to quality of materials and preparation, the agency shall ensure that: (a) Food ingredients, additives and materials must be of best quality available in the market, (b) Vegetables, fruits, and other such perishable items (if

any) should be purchased fresh from the market on daily basis, (c) the agency shall take meticulous care to provide clean, fresh and quality food in all preparations.

10) The agency must ensure high standard of cleanliness, hygiene and sanitation while preparing and delivering food items.

11) A certificate in regards to assurance of high quality items must be submitted by the manufacturer along with the supply.

12) The agency shall also be responsible for distributing the supply of Snacks boxes to the general public from the places/areas designated by the Tender Inviting Authority.

13) The quantity mentioned in the bid may increase/decrease as per the requirement of the Tender Inviting Authority and the successful bidder shall increase/decrease the quantity required as per written directions from the Tender Inviting Authority.

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

i) Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Application and to cancel or withdraw the RFP process and reject all Applications in full or in part, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

ii) The Authority reserves the right to reject any Application, if at any time a material misrepresentation is made or uncovered. This would lead to the disqualification of the Application.

iii) The Authority reserves the right to relax any of the conditions if suitable bidders are not found due to exigency of situation.

4.3 Other Terms and Conditions

- a) The weight of the food items and other items shall not be less than the required weight. The Tender Inviting Authority shall make a random check of approximately 20 samples from different delivery locations (if any) to ascertain the same. The random checking report is mandatory for making payment to the successful bidder.
- b) Prices should be quoted in INR and as per price schedule format. The Bidder shall indicate on the Price Schedule specifying all components of prices shown therein including the unit prices and total tender prices of the items, services, packing, sale tax & VAT etc against the requirement.
- c) Prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account except statutory levies, taxes and duties etc., if any, chargeable on the items are payable.
- d) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- e) The bidder shall upload the mandatory documents of the tender on www.nprocure.com only. And the other related hard copies of the firm may be submitted in a sealed envelope super scribed as “Selection of Catering Agency/ Food Companies for Providing Snack Boxes and Drinking Water facility” addressed to “The Member Secretary (SPOTAC), Department of Tourism, Daman” on or before the due date and time.
- f) Opening of Tenders: The Member Secretary (SPOTAC) will open the on-line tenders at the specified date and time as indicated in the tender notice.

5. Eligibility Criteria

The Bidder shall meet the below mentioned criteria:

(a) Technical Capacity:

- (i) The Bidder shall have undertaken a minimum of 3 (three) eligible catering work as specified hereafter which should be of minimum Rs. 2 Lacs value each or more.

Eligible assignments:

For the purposes of determining and satisfying Conditions of Eligibility and for evaluating the Proposals under this RFP, the work in respect of *Catering Services*, the following projects shall be deemed as eligible assignments (the “Eligible Assignments”).

Work Order from Central Government / State Government / Semi-Government / PSUs / Departments / Chambers of Industry Associations / Private Companies

(ii) The Bidder shall have professional experience of minimum 05 years in the field of Catering/Sweets & Namkeen Business. Sub-contracted or sublet job on their name will not be considered towards eligibility. The Company which has the work order/ supply orders/ purchase orders/ work certificates shall only be considered for this purpose.

(iii) The Bidder can be a sole Proprietorship firm / a Partnership firm/ a Company incorporated under the Companies Act 1956 / 2013. Consortia, joint ventures, academic and voluntary organization are not eligible to participate in the RFP process.

b) Financial Capacity:

The Bidder shall have received a Cumulative Turnover of Rs. 1.5 crores (Rupees one crore fifty lakhs) during the last three financial years preceding the PDD.

c) The bidder must have the Food safety and Standards certificate issued by Central/State government Authorities.

5.2 Documents to be submitted by Eligible Bidders:

Bidders must read carefully the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for Evaluation. Bidders should upload scanned copy of the following with the Technical Bid to be submitted online. Non- submission of the below documents online will lead to disqualification of the bid. The hard copy should be submitted as specified in the RFP.

- i. Tender Fee of Rs. 1,000/- in the form of a Demand Draft drawn on any nationalized / scheduled bank in favour of Member Secretary (SPOTAC) payable at Daman.
- ii. Earnest Money Deposit of Rs. 50,000/- in the form of a Demand Draft drawn on any nationalized / scheduled bank in favour of Member Secretary (SPOTAC) payable at Daman.
- iii. Firm Registration/shop establishment Details with certificates / PAN card details, GST Registration, VAT Registration Certificate.
- iv. Cumulative Turnover details of Rs.1.5 crores of last three years along with CA Certificates. Cumulative Turnover from Catering/ Sweets & Namkeen business shall only be considered.
- v. Copy of Income Tax Return (ITR) of last three years
- vi. The bidder must have the Food safety and Standards certificate issued by Central/State government Authorities.
- vii. Proof of three eligible projects of value Rs. 2 lakhs each or more and relevant experience of 5 years in operation.
- viii. An undertaking that the firm is not blacklisted/debarred from any Government organization/Department.

6. Proposal Evaluation

6.1 Evaluation of Technical Proposals

6.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Company's experience, understanding of scope of work and proposed methodology.

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

SN	Evaluation criteria	Scoring methodology	Maximum Marks								
1.	Technical Capacity of the Bidder		100								
1.1	No. of Additional works undertaken	a) Additional Number of assignments (in the same line of business) of minimum Rs. 2 lacs undertaken by the applicant shall be awarded marks as under: <table border="1"><thead><tr><th>Addl. Project</th><th>Marks</th></tr></thead><tbody><tr><td>1 Project</td><td>7</td></tr><tr><td>2 Projects</td><td>14</td></tr><tr><td>3 & more Projects</td><td>20</td></tr></tbody></table>	Addl. Project	Marks	1 Project	7	2 Projects	14	3 & more Projects	20	20
Addl. Project	Marks										
1 Project	7										
2 Projects	14										
3 & more Projects	20										
1.2	Relevant Experience	a) 5 yrs – 7 yrs of experience (inclusive): 7 Marks b) 7 yrs – 10 yrs of experience (inclusive): 14 Marks c) Above 10 years of experience : 20 Marks	20								
1.3	Cumulative Turnover of Company for last three years	a) Turnover of Rs. 1.5 Cr – 02 Cr (inclusive): 10 Marks b) Turnover of Rs. 02 Cr – 03 Cr (inclusive): 20 Marks c) Turnover of above Rs. 03 Cr: 30 Marks	30								

1.4	Prior experience in catering Services/food services for Central or state government or PSU or Autonomous bodies or local self-governing bodies or equivalent	a)1-3 orders: 10 Marks b) 4-7 orders: 20 Marks c)Above 7 Orders: 30 Marks	30
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Note:

- In case the agency fails to submit the documentary proof in respect of above, then the agency/bidder will not be allotted proportionate marks in respect of the unavailable documentary proof for that particular item/criteria. Thus, all the documentary proof in this regard must be submitted along with the hard copies to be submitted to the Authority.

* The Score obtained by the above evaluation shall be used for calculation of Technical score i.e TS.

$$TS= 100 \times TM/T$$

TM= Score obtained by particular bidder

T= Highest Score amongst all bidders

7 Evaluation of Financial Proposal:

7.1 In the second stage, the financial evaluation will be carried out as per this Clause 7.3. Financial Proposal will be assigned a Financial score (FS).

7.2 For financial evaluation, the total cost indicated in the Financial Proposal for all of the services submitted online only will be considered.

7.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services for each services.

Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the scope of work within the total quoted price shall be that of the Selected Company. The lowest Financial Proposal (FM) will be given a financial score (FS) of 100 points.

The financial scores will be computed as follows:

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

(FS = Financial Score)

(FM = Amount of Lowest Financial Proposal)

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

7.4 Combined and Final Evaluation:

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

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

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

7.4.2 The combined scores of the Company will be added to arrive at the final combined score.

7.5 Commencement of Services

The bidder shall begin the preparation of the assigned work as soon as the company receives the Letter of Award (LOA) and shall serve on the date specified by the Tender Inviting Authority.

8. PAYMENT SCHEDULE AND TIMELINE

8.1 Payments

- I. The Bidder who successfully qualifies, and is selected to work on the Project would be paid only after successful execution of the said work and submission of requisite bills.
- II. The samples will be randomly picked and sent to government approved labs for testing. Payment will be released only if the samples are as per specification.

9. MISCELLANEOUS

- i. The Selection Process shall be governed by, and construed in accordance with, the laws of UT of Daman & Diu and the Court 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 Tender.
- ii. The Society for Promotion of Tourism, Art and Culture (SPOTAC) , Daman, 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. The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.
- iv. 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.

v. Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Tender Inviting Authority's antifraud and corruption policy.

vi. 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.

vii. Arbitration

Hon'ble Court 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.

10. LIQUIDATED DAMAGES AND PENALTIES

10.1 Liquidated Damages

10.1.1 Liquidated Damages for error/variation

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

If any kind of error/shortcomings/fault of the successful bidder affects the human life in any way, the successful bidder shall be solely responsible for any such circumstance/mishaps. The Authority shall not be held

responsible in such cases and the successful bidder shall be questionable as per prevailing law of the land and blacklisting the Bidder for all future projects.

11. Conflict of Interest

11.1.1 The Bidder shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the tender conditions.

11.1.2 The Bidder and its Personnel shall observe the highest standard of ethics and should not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”). Notwithstanding anything to the contrary contained in this Tender, the Tender Inviting Authority shall be entitled to terminate this contract forthwith by a communication in writing to the Bidder, if it determines that the Bidder has directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this tender conditions. In such an event, the Authority shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Tender Inviting Authority towards, inter alia, time, cost and effort the Tender Inviting Authority, without prejudice to the Tender Inviting Authority’s any other rights or remedy hereunder or in law.

11.1.3 Without prejudice to the rights of the Tender Inviting Authority under Clause above and the other rights and remedies which the Tender Inviting Authority may have under this tender, if the Bidder is found by the Tender Inviting Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this tender, the Bidder shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

12. IMPORTANT DATES FOR SUBMISSION OF PROPOSAL

TIMELINES FOR THE RFP		
Item	Date & Time	
Bid Document Downloading Starts	06.10.2017	
Last Date for Online Submission of Bids	23.10.2017,	12:00 Hrs
Last Date of submission of Hard Copy of Technical Bids	23.10.2017,	14:00 Hrs
Technical Bid Opening	23.10.2017,	15:00 Hrs
Financial Bid Opening	24.10.2017,	11:00 Hrs

The dates mentioned above are subject to change as per the discretion of the Authority with prior notice to the Bidders. No offer will be accepted after the Proposal Due Date (PDD)

**Member Secretary (SPOTAC)
Daman & Diu**

13. Technical Proposal: Standard Forms
Bank Guarantee for Performance Security

To
The Member Secretary,
Society for promotion of Tourism, Art and Culture
Department of Tourism,
Daman

In consideration of _____ acting on behalf of the Member Secretary, Society for promotion of Tourism, Art and Culture (hereinafter referred as the Authority, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s. _____, having its office at _____ (hereinafter referred as the “Agency” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the [Authority]’s Agreement no. _____ dated _____ valued at Rs. _____ (Rupees _____), (hereinafter referred to as the “Agreement”) Catering Services having agreed to furnish a Bank Guarantee amounting to Rs. _____/- (Rupees ____ Lacs Only) to the [Authority’s] for performance of the said Agreement. (The Bank Guarantee should be 10% of the Agreement Value rounded off to the next lac)

1. We, _____ (hereinafter referred to as the “Bank”) at the request of the agency do hereby undertake to pay to the [Authority] an amount not exceeding Rs. _____/- (Rupees ____ Lacs Only) against any loss or damage caused to or suffered or would be caused to or suffered by the [Authority] by reason of any breach by the said agency of any of the terms or conditions contained in the said Agreement.

2. We, _____(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the [Authority] stating that the

amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the [Authority] by reason of breach by the said agency of any of the terms or conditions contained in the said Agreement or by reason of the agency's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____/- (Rupees _____Lacs only).

3. We, _____(indicate the name of Bank) undertake to pay to the [Authority] any money so demanded notwithstanding any dispute or disputes raised by the agency in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the agency shall have no claim against us for making such payment.

4. We, _____ (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said work order and that it shall continue to be enforceable till all the dues of the [Authority] under or by virtue of the said Work order have been fully paid and its claims satisfied or discharged or till the [Authority] certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said agency and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, _____ (indicate the name of Bank) further agree with the [Authority] that the [Authority] shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said agency from time to time or to postpone for any

time or from time to time any of the powers exercisable by the [Authority] against the said agency and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said agency or for any forbearance, act or omission on the part of the [Authority] or any indulgence by the [Authority] to the said agency or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the agency (s).

7. We, _____ (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the [Authority] in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. _____/- (Rupees _____Lacs) only. The Bank shall be liable to pay the said amount or any part thereof only if the [Authority] serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [_____(indicate date falling 180 days after the date of this Guarantee)].

For.....

Name of Bank:

Seal of the Bank:

Dated, the day of, 20

(Signature, name and designation of the authorized signatory)

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

APPENDIX –I

Form 3

(To be submitted with Physical Bid copy)

ORGANIZATION AND EXPERIENCE

(a) Organization details:

[Provide here a brief description of the background and organization of your firm / entity and each associate for this Assignment / job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc.]

Your Name (Company or Individual) _____

Parent Company (If Applicable) _____

Your Address _____

Contact Name _____

Contact

Telephone Number(s) _____

E-Mail

(b) Years in Business _____

(Please attach scanned copy of Certificate of Incorporation)

(c) Turnover:

What was your company's total annual turnover in Indian Rs. ____
(____Lacs) for the last three years?

One year ago?

Two years ago?

Three years ago?

Please attached CA Certificate along with audited balance sheet for each year

(d) Company's Experience

[Using the format below, provide information on each Assignment for which your firm, was legally contracted either individually or as a corporate entity or as one of the major partners within an association, for carrying out the Work similar to the ones requested under this Tender:

(1) ELIGIBLE ASSIGNMENT DETAILS:

Sr. No.	Eligible Assignment Name	Year of Eligible Assignment	Name of Client	Value of Eligible Assignment (In Rs.)

(2) OTHER ASSIGNMENT DETAILS:

Sr. No.	Other Assignment Name	Year of Other Assignment	Name of Client	Value of Other Assignment (In Rs.)

(3) DETAILS OF ASSIGNMENTS EXECUTED FOR CENTRAL/STATE GOVERNMENTS

Sr. No.	Government Assignment Name	Year of Other Assignment	Name of Government (Department)	Value of the Assignment (In Rs.)

Note: Please provide documentary evidence from the client i.e. copy of work order, contract for each of above mentioned assignment.

The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

**Name and Signature of
Authorized Signatory**

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES
AND
DECLARATION THEREOF
(To be submitted with Physical Bid copy)**

We hereby declare that our firm is not indulged in any such activities which can be termed as the conflicting activities. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Tender Inviting Authority which shall be binding on us.

Authorised Signatory

[In full and initials]

Name:

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Title of Signatory:

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Name of Firm:

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Address:

FORMAT FOR FINANCIAL PROPOSAL (ON-LINE ONLY)

Name of the Project:

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Price: Rs. (In Figures)

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Rupees (In Words)

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Financial Proposal to be filled up online as per break up specified only

Name of the Bidder(s)

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Signature of the Authorized Person

Name of the Authorized Person

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Financial Bid
(To be submitted online)

Sr No.	Name of the Item	Quantity	Price per Unit (In Rs.)	Total Price (In Rs.)
1	2 PIECES OF DRY SAMOSA (25 gms each)	60,000		
2	2 PIECES OF ASSORTED COOKIES (15 gms each)	60,000		
3	1 MOTI CHOOR LADOO (45 gms each)	30,000		
4	1 FROOTI/MAZA TETRA PACK (160 ml)	30,000		
5	TISSUE PAPER	30,000		
7	MINERAL WATER PACKETS (200 ml bottle)	30,000		
10	OTHER APPLICABLE CHARGES (packaging, transportation, labour and other related costs)			
Applicable Taxes (If any)				
Applicable Taxes (If any)				
GRAND TOTAL (Inclusive of all taxes)				

Inclusions:

Rates quoted above should be the final rate for all the above mentioned items and services to be provided as mentioned in the Scope of Work in the RFP along with all applicable taxes like TVAT, Service tax or any other tax / levy if required to be paid.