

**UT ADMINISTRATION**

**DADRA & NAGAR HAVELI AND DAMAN & DIU**



**RFP FOR SELECTION OF ARCHITECTURAL CONSULTANT  
FOR DEVELOPMENT OF TOURIST RESORT AT GHOGHLA,  
DIU, UT OF DNH & DD**

**RFP NO.3/112/DT/ARCDIU/2022-23/792**

**17<sup>TH</sup> NOVEMBER, 2022**

## **DISCLAIMER**

The information contained in this Request for Proposals document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority 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 the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the Feasibility Report, 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 RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority 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 RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder as the case may be, for the Project and the Authority 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 Authority 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 Authority 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 or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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

**NOTICE INVITING TENDER**

**RFP No. 3/112/DT/ARCDIU/2022-23/792**

**Date:17/11/2022**

On behalf of the President of India, The Director of Tourism, Department of Tourism, U.T. Administration of Dadra & Nagar Haveli and Daman & Diu, invites Proposals from the eligible individuals / firms for the following works:

<b>Sr. No</b>	<b>Name of Work &amp; Location</b>	<b>RFP/Tender Fee</b>	<b>EMD</b>
1	RFP for Selection of Architectural Consultant for Development of Tourist Resort at Ghoghla, Diu.	Rs.10,000/-	Rs.5,00,000/-

Note: All details are available in RFP at [ddtender.gov.in](http://ddtender.gov.in)

1.	Issuance of Bidding Documents	17 November 2022
2.	Last date for receiving queries	25 November 2022
3.	Pre-Bid Conference	25 November 2022
4.	Authority response to queries latest by	28 November 2022
5.	Bid Due Date	09 December 2022 18:00 Hrs
6.	Opening of Technical Bids	12 December 2022 12:00 Hrs
7.	Financial Bid Opening	To be Intimated later on

Sd/-  
Director (Tourism),  
DNH & DD

## 1. INTRODUCTION

The UT Administration of Dadra & Nagar Haveli and Daman & Diu (the “**Authority**”) is engaged in development of tourism projects in the Union Territory (UT) of Dadra & Nagar Haveli and Daman & Diu and as part of this endeavour, the Authority has decided to undertake development and operation/ maintenance of the Five star category (as notified by the Ministry of Tourism) Resort at Ghoghla, Diu (the “**Project**”) and has, therefore, decided to carry out the bidding process for selection of Consultant for development of Tourist resort in the UT of DNH & DD on turn key basis. Brief particulars of the Project are as follows:

1.1	Name of the Project	RFP for Selection of Architectural Consultant for Development of Tourist Resort at Ghoghla, Diu.
1.2	Location	PTS No.11/1 (part) and PTS No.38/1 (part) at Ghoghla, Diu, UT of Dadra & Nagar Haveli and Daman & Diu.
1.3	Total Land Area	Approx. area of 1.53 Hectare.
1.4	Project Key	Tourist resort comprising atleast 100 keys with 5-star facilities in total at Ghoghla, Diu, UT of DNH & DD. (figures are indicative & the final figures may be decided by the Authority in consultation with the appointed consultant).
1.5	Eligibility Criteria	<p>a. <b>TECHNICAL CAPACITY:</b> Bidders should have experience of minimum one hospitality project completed during last <b>15 Years</b> in the following categories as an individual entity: Architectural Design of Tourist Resort with minimum cost of <b>Rs. 50 Crore</b> <b>OR</b> Developing master planning/landscape design of Tourist Resort with cost of minimum <b>Rs. 60 Crore.</b> <b>OR</b> Architectural Design of public institution with cost of minimum <b>50 Crores</b></p> <p>b. <b>FINANCIAL CAPACITY:</b> The bidder should have minimum average annual turnover of <b>Rs. 1.0 Cr</b> in the last ten financial years.</p>
1.6	Mandatory Documents	<p>a. A copy of Work order/LoA/Work completion certificate/agreement for technical capacity for the above projects.</p> <p>b. A certificate for average annual turnover issued and certified by a CA.</p> <p>c. Company/firm registration certificate/incorporation certificate, PAN card, GST registration, ITR of last ten financial years</p> <p>d. EMD and Tender fess</p>
1.7	Evaluation Criteria	Quality (70%) cum Cost (30%) Based Selection   QCBS ratio - 70:30 The technical quality of the proposal will be given weightage of 70%, and the financial proposal shall be allocated weightage of 30%.
1.8	Technical Evaluation (total 100 maximum marks)	<p><b>TECHNICAL CAPACITY:</b> Bidders should have experience of minimum one hospitality project completed during last <b>15 Years</b> in as an individual entity for Architectural Design of Tourist Resort with minimum cost of <b>Rs. 50 Crore OR</b> Developing master planning/ landscape design of Tourist Resort with cost of minimum <b>Rs. 60 Crore</b> or Architectural Design of public institution with cost of minimum <b>50 Crores.</b> The bidders should be registered with the Council of Architecture and submit their certificate of registration.</p>

		No of Projects	Maximum 30 Marks
		1 Project	10 Marks
		2 to 3 Projects	20 Marks
		4 or more Projects	30 Marks
		FINANCIAL CAPACITY: The bidder should have minimum average annual turnover of <b>Rs. 1.0 Cr</b> in the last ten financial years.	
		Average Annual Turnover	Maximum 20 Marks
		1.0 Cr to 1.25Cr	5 Marks
		More than 1.25 Cr to 1.5 Cr	15 Marks
		More than 1.5	20 Marks
		Presentation (total 50 marks) given by the bidder to cover the topic like Adequacy of the proposed approach, methodology, experience, optimum utilization, Detailed design and work plan for performing the assignment. The parameter for presentation evaluation is as below: a. Conceptualize of Design : 20 Marks b. Suitability of Design : 20 Marks c. Accommodation of Services & FAR : 05 Marks d. Methodology : 05 Marks	
1.9	Evaluation of Financial proposal and Financial Score (total 100 maximum marks)	After the evaluation of the Technical proposals, the authority shall evaluate the Financial proposals of the bidders qualified as per the Technical score.  Financial Proposal will be assigned a Financial score (FS). The Proposal with lowest price will be awarded 100 points. Financial scores (FS) of other Bidders shall be inversely proportional to their quoted prices. The Formula used to calculate the financial scores will be: $FS = 100 \times FL / F$ Where: FS = The financial score of the Financial Proposal being evaluate FL = The price of lowest priced Financial Proposal F = The price of Financial Proposal under consideration	
1.10	Combined Score evaluation	Proposals will finally be ranked according to their combined technical score (TS) and financial score (FS) using the weightage of Technical: Financial = 70: 30 and calculated as: $S = TS \times 70\% + FS \times 30\%$ Where, S= Combined Score of the Bidder TS = the Technical Score FS = the Financial Score	
1.11	Bid Parameter	The bidder which scores the highest combined score (S) on the basis of total marks obtained in technical bid and financial bids (after adding the technical score and financial score) will be the successful bidder for the said RFP and shall be awarded with the LoA/Work Order	
1.12	Validity of bid	The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.	

1.13	Site Visit	Interested bidders must visit the sites before submission of bid/pre-bid meeting between Monday to Friday on working days between 10 AM to 6 PM.
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## DEFINITIONS

- 1.1 “EE ” means the Executive Engineer, PWD DD & Dadra & Nagar Haveli, Silvassa who has invited the bid for consultancy services and with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR (Terms of references) of the contract.
- 1.2 “Consultant” means any entity or person or associations of person who have been selected to provide or provides the Services to the Executive Engineer under the Contract.
- 1.3 “Contract” means the Contract signed by the Parties and all the attached documents that is the General Conditions (GC), the project Specific Conditions (SC), Amendments, Corrigendum and the Appendices.
- 1.4 “Project specific information” means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- 1.5 “Day” means calendar day.
- 1.6 “Government” means the Government of India
- 1.7 “Instructions to Consultants” means the document which provides short-listed Consultants with all information needed to prepare their proposals.
- 1.8 “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Domestic Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India.
- 1.9 “Proposal” means the Technical Proposal and the Financial Proposal of the consultant as per the RFP.
- 1.11 “RFP” means the Request For Proposal prepared by the Director, Tourism for the selection of Consultants.
- 1.13 “Assignment / job” means the work to be performed by the Consultant pursuant to the Contract.
- 1.14 “Sub-Consultant” means any person or entity with whom the Consultant

subcontracts any part of the Assignment/job.

- 1.15 “Scope of work” (SoW) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Consultant, and expected results and deliverables of the Assignment/job.



**2. SCOPE OF WORK (SoW)**

- a)** The main description of the work to be handled by the consultant shall include the development of the Five-star category (as notified by the Ministry of Tourism) tourist Resort at Ghoghla, Diu.
- b)** Tourist resort comprising atleast 100 keys with 5-star facilities in total at Ghoghla, Diu, UT of DNH & DD. (figures are indicative & the final figures may be decided by the Authority in consultation with the appointed consultant).
- c)** The consultant shall provide Comprehensive Architectural & Interior Design Services including Structural, Hospitality, MEP and Landscape Consultancy services and third party audit for Development and operation/ maintenance of the Five-star category (as notified by the Ministry of Tourism) tourist Resort at Ghoghla, Diu.
- d)** The consultant shall prepare the Tender along with estimated cost & BoQ (also item wise) and assist the Tender inviting authority to evaluate the bids.
- e)** The successful bidder shall be able to visit the districts (i.e. Diu and Daman) at his/her/their own expense as and when required.
- f)** An extensive design process in conjunction with the Department of Tourism, UT Administration's vision and the broad framework of this resort brand will be implemented to develop the overall experience.

## **2.1. SCHEDULE OF SERVICES**

The Consultant shall render the following services:

### **2.1.1 Schematic Stage**

The Schematic Stage will include:

- a. Ascertain the Department of Tourism's requirements, understand brand positioning, examine site constraints & potential, Statutory requirements.
- b. Understanding of Project scope, direction and orientation. Study existing Resort facilities and regional hospitality projects.
- c. Prepare Facility program & Design brief. iv. Broad Zoning of various function and circulation.
- d. General layout approach.
- e. Direction on the overall experience.
- f. Visual and material palette.

Schematic Stage presentation to the Department of Tourism, UT Administration of DNH & DD. This Stage will be considered complete after the Department of Tourism, UT Administration of DNH & DD written approval of Schematic Stage and request to move to the next stage.

### **2.1.2 Concept Design Stage**

Based on the feedback by the Department of Tourism, and the inputs received after the discussion with consultants on the Schematic Stage documents in order to define the complete architectural character of the project. The conceptual design will include:

- a. Preliminary concept design approach explaining the basic concept of the project, in form of site layout, floor plan and broad zoning plans.
- b. Sections through principal spaces
- c. Sketch-up views / volumetric study/ Project perspectives-from locations and area to supplement the design intent.
- d. Tentative area calculation.
- e. Overall Conceptual direction.
- f. Look and feel related ideas
- g. Presentation of the Concept Design along with theme and narrative ideas to the Department of Tourism for review / approval.

This Stage will be considered complete after the DEPARTMENT OF TOURISM's written approval of Concept Design Stage and request to move to the next stage.

### **2.1.3 Design Finalization Stage**

In this stage the Consultant shall prepare the Final Design documents based on the feedback from the DEPARTMENT OF TOURISM and inputs received after the discussion with consultants on the Conceptual Design documents in order to define the complete architectural character of the project. The Final design documents would include:

- a. Revised Architectural drawings incorporating feedback from the Department of Tourism/ Consultant.
- b. Visual and material palette
- c. Exterior elevations of the project including building mass & roof forms.
- d. The final interior layout.
- e. Sections through principal spaces.
- f. Views to supplement the design intent.

This Stage will be considered complete after the Department of Tourism's written approval of Design Finalization Stage and request to move to the next stage.

#### **2.1.4 Statutory Approval Stage**

The Consultant shall assist in the preparation of drawings for submission to local authorities for statutory approvals. They will provide drawings related to

- a. Site / Key plan
- b. Building plan showing relevant details
- c. Sections & Elevations
- d. General specification
- e. Detailed area statement

Assist DEPARTMENT OF TOURISM in providing any clarification as required.

#### **2.1.5 Tender Drawing Stage**

The Consultant shall prepare drawings and specifications required for preparation of tender documents and shall assist the Consultant in preparation of Tender Documents and BOQ. The final drawings will incorporate the inputs from all consultants, and a detailed specification will be provided for preparation of tender documents based on the conclusion made in above phases. The drawings will include Site Plan, Floor Plans, Elevations, Building sections, Roof Plan. This stage will be considered complete after issuing the Architectural Tender Drawings to the DEPARTMENT OF TOURISM.

#### **2.1.6 Bidding & Selection of contractor**

The Consultant shall assist the DEPARTMENT OF TOURISM in evaluating the bid package:

- a. Attending pre-bid meeting with the Bidders.
- b. Addressing Bidder's questions and concerns.
- c. Assisting in the evaluation of the bids.
- d. Assisting in the awarding of the contract.

This Stage will be considered complete on finalizing the Contractor and awarding work by the DEPARTMENT OF TOURISM.

#### **2.1.7 Construction Stage**

- a. The Consultant shall prepare **Good for Construction (GFC)** drawings and details for proper execution of works during construction.
- b. The Consultant shall attend Project coordination meetings with the DEPARTMENT OF TOURISM/PMC and the Contractor as required to assist in expediting the Project and to provide clarification of construction documents.
- c. The Consultant shall visit the site of work, at intervals mutually agreed upon and inspect the construction work to ensure that the project proceeds generally in accordance with the conditions of the contract. Constant supervision does not form part of the duties of the Architect and our supervision alone cannot guarantee that the work is carried out strictly in accordance with the working drawings and specifications
- d. The Consultant shall review and take appropriate action in a timely manner on all subcontractors' submittals such as shop drawings, product data and/or samples.
- e. The Consultant shall prepare supplemental and clarification drawings, as required.
- f. The Consultant shall issue certificates authorizing payment if required
- g. Material, finish recommendations and specifications.
- h. Check and approve shop drawings submitted by contractors / vendors.

### **2.2 INTERIOR DESIGN CONSULTANCY**

#### **2.2.1 Interior Design intent with material finishes Stage**

- a. Final interior layout drawings incorporating feedback from the Department of Tourism's Consultant
- b. Interior elevations of the project
- c. Design intent for furniture, lighting and furnishing.

- d. Sections through principal spaces.
- e. Views to supplement the design intent.

### **2.2.2 Tender Drawing Stage**

The Consultant shall prepare drawings and specifications required for preparation of tender documents and shall assist the Department of Tourism/Tender Inviting Authority in preparation of Tender Documents and detailed BOQ.

The final drawings will incorporate the inputs from consultants, and a detailed specification will be provided for preparation of tender documents based on the conclusion made in above phases. The drawings will include:

- a. Interior drawings as necessary to describe the design intent with interior concept
- b. Views to supplement the design intent.
- c. Detailed design drawings including all floor plans, typical elevation & sections, Roof Plan material palette for façade and floors, reflected ceiling plan (showing height, materials and finishes and decorative lighting) incorporating the DEPARTMENT OF TOURISM's suggestions /feedback
- d. False ceiling design & Floor finish plan
- e. Millwork/ Joinery drawings
- f. Furniture Layout and Selection and look of furniture and fixtures.
- g. Mood boards showing key materials to be used
- h. Physical Material palette for interiors and floors with options of specifications.
- i. Review for pricing (Value Engineering if required)
- j. Colored renders of sections, elevations and Layout plans with dimensions
- k. Identification of typical materials and finishes proposed for the project along with suggested vendors / suppliers
- l. Sketch-up views/ Project Perspectives-from locations and areas to express / explain the schemes in soft and hard copy (minimum 01 set)
- m. Signage and locations for graphic design and artwork placement at spaces, along with fire safety signages. These presentations will be sufficient for the graphic designer to take forward the work towards detail design development.
- n. Design intent for furniture, lighting and furnishing, other fittings and finishes, outlining broad specification

### **2.2.3 Bidding & Selection of contractor**

The Designer shall assist the Department of Tourism's PMC, if required, in evaluating the bid package which will include:

- a. Attending pre-bid meeting with the Bidders.
- b. Addressing Bidder's questions and concerns.
- c. Assisting in the evaluation of the bids.
- d. Assisting in the awarding of the contract.

This Stage will be considered complete on Finalizing the of Contractor and awarding work by the Department of Tourism.

### **2.2.4 Construction stage**

The consultant shall provide the following services during execution:

- a. The Consultant shall prepare Good for Construction (GFC) drawings and details for proper execution of works during construction.
- b. The Consultant shall attend Project coordination meetings with the Department of Tourism, UT Administration of DNH & DD /PMC and the Contractor as required to assist in expediting the Project and to provide clarification of construction documents.
- c. The Consultant shall visit the site of work, at intervals mutually agreed upon and inspect the construction work to ensure that the project proceeds generally in accordance with the

conditions of the contract. Constant supervision does not form part of the duties of the Consultant and our supervision alone cannot guarantee that the work is carried out strictly in accordance with the working drawings and specifications

- d. The Consultant shall review and take appropriate action in a timely manner on all subcontractors' submittals such as shop drawings, product data and/or samples.
- e. The Consultant shall prepare supplemental and clarification drawings, as required.
- f. The Consultant shall issue certificates authorizing payment if required
- g. Preparation of detailed FF & E (Furniture, Fixtures and Equipment) docket-Loose furniture, Accent wall finishes (treatments), soft furnishings, Artifacts' guideline (size/reference image etc.)
- h. Prepare list of components to be procured or custom made and share the vendor details and scope of services of them
- i. Material, finish and furnishings recommendations and specifications.
- j. The Consultant shall prepare furniture layout drawings and issue list of loose furniture, lighting & fixtures list, sourcing furnishing specifications, source of art and artifacts etc. to be procured.
- k. Select Soft furnishing; approve samples of various elements, components, finishes and color.
- l. Check and approve shop drawings submitted by contractors/ vendors.
- m. Coordinate fine art and decorative accessories selection and placement, as required.
- n. Coordinate interior plant selections and placement, if required.

#### **2.2.5 Completion Stage**

The work shall be deemed completed when the project is commissioned based on the design.

## **2.3 CONSULTANCY SERVICES: STRUCTURAL**

### **2.3.1 SCOPE OF WORK**

- a. Receive and review site requirements from DEPARTMENT OF TOURISM and architect.
- b. Advise the DEPARTMENT OF TOURISM regarding the soil investigation to be done at site.
- c. Preliminary drawings for costing of the project.
- d. Prepare DBR and Budgetary estimate.
- e. Basic drawings for tendering of project.
- f. Structural design for form finished exposed cement concrete structure including form work design, if required.
- g. Prepare section wise requirement of steel to enable procurement of steel. Checking of reinforcements of beams, slabs etc., and inspection of fabrication and erection of steel members and checking the adequacy of shuttering, staging, supports of form works etc. designed by the Consultant.
- h. Providing soft copies of all detailed drawings and documents for construction.
- i. Checking the vendors and contractors shop drawings if any and approving them.
- j. Provide complete structural services along with water proofing solutions.
- k. Evaluation and periodic review of ongoing construction with DEPARTMENT OF TOURISM and project team to inspect the construction work to ensure that the project proceeds generally in accordance with the conditions of the contract.
- l. Issue one set of \*as built' drawings to Department of Tourism, UT Administration of DNH & DD in case of any variation at site.
- m. Issue a certificate of structural stability of the project designed by the Architect, taking full responsibility for structural design and strength of the constructed building and stating that the design is done as per the norms of relevant IS code and to suit the site conditions and also to withstand earthquakes.
- n. Certify the completion of work.

## **2.4 CONSULTANCY SERVICES: MEP**

### **2.5.1 Concept Stage**

- a. Major MEPF spacing, equipment sizing & location drawings.
- b. Tentative shaft location & sizing.
- c. Site plan of all major services routings and plant locations.

### **2.5.2 Design Development Stage**

- a. Air-condition ducting and piping layouts.
- b. Ventilation and fresh air ducting layouts.
- c. Plant rooms & Electrical room detailed layouts.
- d. HVAC detailed Schematic diagram.
- e. Normal and Emergency lighting layouts.
- f. Small Power layouts.
- g. Electrical and ELV system Cable containment layouts.
- h. Electrical Single Line Diagrams.
- i. Water supply and drainage floor layouts.
- j. STP & WTP detailed drawings.
- k. External Drainage layout.
- l. PHE Schematic diagram.
- m. Fire Fighting floor layouts.
- n. Fire Alarm and Detection layouts.
- o. Fire protection schematic diagram.
- p. Tele, Data, and TV floor layouts.
- q. CCTV and Access Control layouts.
- r. ELV system schematic diagram.
- s. Final shafts / cut-outs and sufficiency check for service routings & accessing facility during Maintenance.
- t. Submission of Final Design Brief Report & signoff from DEPARTMENT OF TOURISM.
- u. Following calculations will be done for MEPF services.
- v. Heat Load Calculation.
- w. Electrical Load Calculation.
- x. Earthing and Lightning Protection Calculations.
- y. Lighting Calculation
- z. Short circuit calculation.
- aa. Voltage drop / Cable sizing design & calculations.
- bb. Water demand calculation.
- cc. Pump calculation.
- dd. Fire protection system calculation.

### **2.5.3 Tender Stage**

- a. Tender drawings required for MEPF services (3 sets of each service in relevant paper size and scale)
- b. Tender documents which include tender BOQ & Technical specifications.

### **2.5.4 Good for Construction drawings (GFC)**

- a. Floor layouts of MEPF Services.
- b. Riser diagram / Schematic diagrams of all services.
- c. Containment layouts.
- d. Plant room / pump room / electrical room detailed layout.
- e. Electrical Substation layout.
- f. External service drawings.
- g. External electrical layouts like external lighting, landscape lighting, cable trench /manhole

detailed drawings, generator/transformer room layouts etc.

- h. Layouts for external services like drainage mains, Inspection chambers for soil, waste and rainwater, Design of capacity of water tanks for rainwater, non-drinking, flushing and drinking purposes on ground and terrace. Aligning and Locating drainage system, collection tanks, Design and selection of Sewage pumps, pumping mains etc.

**2.5.5 Execution Stage**

- a. Review and updating of drawings and details as per site conditions.
- b. Evaluation and periodic review of on –going construction with DEPARTMENT OF TOURISM and project team to inspect the construction work to ensure that the project proceeds generally in accordance with the conditions of the contract.

**2.5.6 Completion Stage**

Certify the completion of work.



## **2.5 CONSULTANCY SERVICES: LANDSCAPE**

### **2.5.1 Schematic design stage**

The Schematic Stage will include:

- a. Ascertain the DEPARTMENT OF TOURISM's requirements; understand brand positioning, site analysis.
- b. Preparation of a Design brief.
- c. Broad Zoning of various areas and circulation.
- d. Schematic Stage presentation to the DEPARTMENT OF TOURISM.

This Stage will be considered complete after the DEPARTMENT OF TOURISM's written approval of Schematic Stage and request to move to the next stage.

### **2.5.2 Concept design stage**

Based on the feedback by DEPARTMENT OF TOURISM and the Consultant, and the inputs received after the discussion with consultants on the Schematic Stage documents in order to define the complete architectural character of the project. The conceptual design will include:

- a. Design narratives, development of the theme based on preliminary thoughts and responses.
- b. Conceptual Landscape layout at an appropriate scale showing hardscape and softscape approach.
- c. Rendered sections explaining the initial concept.
- d. Illustrations and 3d views to communicate landscape intent, look and feel ideas.
- e. Photo – references to explain the design idea, visual and plant palette.
- f. Presentation of the Concept Design along with theme and narrative ideas to the DEPARTMENT OF TOURISM for review / approval.

This Stage will be considered complete after the DEPARTMENT OF TOURISM's written approval of Concept Design Stage and request to move to the next stage.

### **2.5.3 Design Finalization stage**

Upon the approval of the concept plan, consultant shall prepare the Design development drawings based on the inputs received on the Conceptual Design. The design drawings will be prepared to illustrate the design intent and constructability.

- a. Detailed Landscape drawings, coordinated with services.
- b. Preparation of planting plans to indicate proposed species and patterns.
- c. Material palette to be prepared according to the theme.
- d. Preparation of landscape lighting concept.
- e. Details to explain the design intent of streetscapes/outdoor furnishings, artwork etc. (MEP/Art installation not in our scope)

### **2.5.4 Tender / Working drawing stage**

In this stage the construction documents will be prepared after complete liaison with the design and construction team. The Consultant shall prepare drawings and specifications required for preparation of tender documents and shall assist the DEPARTMENT OF TOURISM/ PMC in preparation of Tender Documents and detailed BOQ.

- a. Landscape drawing package for taking quantities.
- b. Specifications of materials and finishes with preparation of material board.
- c. Coordination with vendors for shop – drawings and specifications such as water

- features, irrigation and fabrication.
- d. Provide Landscape Construction specifications
  - e. Grading and finish level plans, Construction details for items such as walks, walls, kerbs, fences, steps, planters, plaza paving areas, decking, terraces, pools, fountains and other landscape features.
  - f. Preparing planting plans, schedules and hardscape details.
  - g. Lighting plan, showing light fixture type and location.

**2.5.5 Bidding & Selection of contractor**

The Consultant shall assist the DEPARTMENT OF TOURISM/PMC, if required, in evaluating the bid package. This Stage will be considered complete on Finalizing the of Contractor and awarding work by the DEPARTMENT OF TOURISM.

**2.5.6 Execution Stage**

Good for Construction (GFC) drawings and details for proper execution of works during construction for civil, grading horticulture and details.

- a. Drawings, details and schedule of finishes.
- b. Review and updating of drawings and details as per site conditions.
- c. Evaluation and periodic review of on –going construction with DEPARTMENT OF TOURISM and project team to inspect.
- d. the construction work to ensure that the project proceeds generally in accordance with the conditions of the contract.

**2.5.7 Completion Stage**

Certify the completion of work.

**2.5.8 Additional Services:**

Any additional services done by the Consultant beyond the Schedule of services mentioned above shall be compensated for by the DEPARTMENT OF TOURISM on mutually agreed terms

## **2.6 CONSULTANCY SERVICES: HOSPITALITY**

### **2.6.1 Facilities and Operational Areas:-**

- a) Study and approval of detailed designs, layouts, cost estimates and time schedules for areas (i.e.) public, services, operational and non-operational of the hotel

Public Areas: Specifications for

- Room area
  - Restaurant area
  - Banquet areas
  - Other public areas
- b) Assistance in preparation of the kitchen and ancillary services layout including
- Butchery
  - Confectionery
  - Garde Manager
  - Hot Kitchen areas
  - Refrigeration and storage areas
  - Wash up Areas
  - Gas Bank
- c) Assistance in planning and specifications of other operational areas like
- Floor pantries
  - Housekeeping
  - Maintenance
  - Security
  - Stores
  - Time Office
  - Ladies and gents locker rooms,
  - Staff cafeteria and other back areas.
- d) Detailed planning of office areas including
- Accounts
  - HRD
  - Other Offices

### **2.6.2 Hotel Equipment and Operational Items:-**

- a) Suggest the make and type of kitchen equipment required for the specified style of restaurant and theme as per plan.
- Preparation of detailed drawings of the individual kitchen equipment including their sizes and specifications
  - Fresh air and exhaust specifications
  - Gas and plumbing requirements
  - Electrical requirements
  - Utensils and other operational items for the kitchen

- b) Assistance to the project consultant to
  - prepare lists of all specialized equipment and installation including those required for
  - laundry
  - boilers
  - water treatment plants
  - lifts
- c) Preparation of operational requirements of
  - Linen for rooms and restaurants,
  - Crockery
  - Cutlery
  - Glassware
  - Hollowware
  - specialized service equipment
- d) Detailing the requirement of graphics and advice on the design and concept, including brochures, letterheads, menu cards etc.

**2.6.3 Information and Communication Systems:-**

Detailed requirements and inputs for communication and information technology

**2.6.4 Procurement:-**

- a) Advice for the preparation of time schedules and requirements of hotel stores
- b) Advice and recommendations on the preparation of tenders and analysis of bids in the selection of contracts and suppliers of hotel stores
- c) Advice on selection quality and cost control of materials, equipment, furniture and furnishing

**2.6.5 Execution Stage:-**

- a) Good for Construction (GFC) drawings and details for proper execution of works.
- b) Review and updating of drawings and details as per site conditions.
- c) Evaluation and periodic review of on –going construction with DEPARTMENT OF TOURISM and project team to inspect the construction work to ensure that the project proceeds generally in accordance with the conditions of the contract.

**2.6.6 Completion Stage:-**

Certify the completion of work.

**Actions requiring specific approval of the Tender inviting authority**

The Consultant will be required to obtain the specific approval of the Executive Engineer in the matters as specified Scope of Work.

The Consultant will seek prior permission of the Employer before taking any of the following actions:

- a) Consenting to the sub-contracting
- b) Certifying additional cost determined
- c) Ordering suspension of work
- d) Approve any extension of contractual time limits
- e) Any variations or deviations proposed by the Contractor with financial implications. This shall include variation in work quantities for fixation of rates. It shall be limited to the ceiling limit as specified in respective clause of the work contract.
- f) Approving new rates either for existing items of work, which arises from variation quantities beyond the limit, defined in the contractor fixing rates of non-priced works involving any extra item and certifying any additional cost determined under the provisions of work contract;
- g) Issuing the order for special tests not provided for in the contract and determining the cost of such tests, which shall be added to the contract price.
- h) Issuing/ approving the Technical Specification, if not provided for an item of works in the Construction Contract, similarly; for any change in Technical Specification item of any of work

**2.7.1 Completion Stage**

The consultant shall assist the procurement of the as-built drawings for the project from the contractor.

### **2.7.2 Other terms and conditions**

- a. Visiting the site, discussing details with Executive Engineer, PWD, DNH & DD and attending the meetings etc. as and when required.
- b. The Architect consultant shall plan, design the project in consonance with the local building byelaws / norm and also with the fulfillment of CRZ condition, NDZ, forest laws / norms and as per the NBC and IS code etc. or any other norms issued by U.T. Administration or Govt. of India.
- c. The planning and designing of the project shall satisfy the Green building norms and barrier free environment concept.
- d. Prepare physical model for display of project and 3D modeling and animation.
- e. On completion of the estimation and designing, the consultant will provide drawings to Executive Engineer, PWD, NH & DD in Autocad file format and in Pdf format with all details of services that he has provided for useful maintenance and office records etc.
- f. The successful consultant will provide prints of working drawings in five numbers of set required by the department or as may be required during the progress of work.
- g. Providing working drawing during the execution of works incorporating all the changes in drawings etc. as may be required during the work progress in advance.
- h. The successful consultant will issue certificates that may be required during the progress including completion certificate and stability certificate in conjunctively with the Byelaws of local authorities and National Building Code or other IS Codes and norms applicable.
- i. Providing the site supervision/inspection with periodical visits of Principal architect, preferably one visit in a month or as may be required on demand from the user's department.
- j. 3'D presentation as and when required with at all level with walk through presentation.
- k. Vetting of structural design if required as per direction of EE from third party and the consultant shall have to attend the discussion panel during proof checking. The consultant would be liable to effectuate the compliances that the vetting agency has offered. They would also be liable to visit the consultants' premises at any destination within the country without at any extra remuneration or the travelling expenses. The consultants shall submit the two sets of all structural drawings along with soft and hardcopy and all calculation. EE will bear the vetting charges and all expenses related to the vetting to be paid to the external agency that engaged for vetting the project.
- l. Evaluation of the site and carrying out soil investigation, testing, and topographical survey as may be necessary with prior approval from PWD, DNH & DD. Costs for soil investigation/testing topographical surveys etc., as well as testing for structural validation, Environmental Impact Assessment/Coastal Regulation Zone as per requirement carried out by architect, interior designer/ consultant shall be borne by the department.
- m. Other important parameters of project:
  - Location analysis, Geography & Climate of surrounding area
  - Key factors influencing
  - The consultant shall prepare draft BOQs for materials, spares, etc. required as per approved DPR & supervises renovation & Up gradation work in coordination with UT Administration.

### **2.7.3 REPORT / DELIVERABLES:**

**The Consultant is expected to submit following reports:**

- a. Inception Report /pre concept design report
- b. After conducting preliminary survey, submission of its report along with finalization Concept Design.
- c. Submission of Draft working drawings
- d. Detailed BOQ and designs

- e. Submission of final working drawings, Structural Drawings, Service Drawings (MEP & HVAC), Landscape drawings, interior Design and drawings, proof checked by NIT or as directed by Executive Engineer.
- f. Preparation of Bid document including working drawing/estimates etc. as per applicable DSR & cost index
- g. Submission of AutoCAD drawings in every stage before releasing payment.

## 2.8 MANDATORY REQUIREMENT FOR CONSULTANCY TEAM

Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments
Team Leader	Master's in Architecture	Minimum 15 Years with experience of designing projects with state /central govt. / under taking of state/ center govt./ Independent Bodies (formed under the act of parliament)/ Charitable Trust (formed under Public Trust Act)/ registered co-operative society of at least 5 years	He / she should have lead the teams for 2 (two) Eligible assignments as mentioned in the eligibility criteria
Civil Engineer	Graduate in civil Engineering or Diploma in Civil Engineering	Minimum 5 Years for B.E. Civil or Minimum 8 Years for Diploma Civil Engineer.	He / she should have worked for 1 (one) Eligible assignments in building construction works
Electrical Engineer	Graduate in Electrical Engineering or Diploma in Electrical Engineering	Minimum 5 Years for B.E. Electrical or Minimum 8 Years for Diploma Electrical Engineer	He / she should have worked for Electrical works of building works.
Mechanical Engineer	Graduate in Mechanical Engineering or Diploma in Mechanical Engineering	Minimum 5 Years for B.E. Mechanical or 8 Years for Diploma Mechanical Engineer	He / she should have worked for mechanical works of building works
Architect	Graduation in Architecture (B. Arch)	Minimum 5 years" experience	He / she should have worked in building construction Projects
Interior Designer	Graduation in Interior Designing	Minimum 5 years" experience	He / she should have worked in building construction Projects

A. Minimum number of key personnel, to be deployed for the assignment are mentioned in the above table.

### **3 INSTRUCTION TO BIDDERS**

#### **3.1 BRIEF DESCRIPTION OF BIDDING PROCESS**

- a. The Authority has adopted a two-stage Tender process (collectively referred to as the “Bidding Process”) for selection of the Bidder for award of the Project. The tender stage shall be a two-bid process, where the bidders will be required to submit their application and bid online at the portal “<https://ddtenders.gov.in> on or before the bid due date.

The first stage (the “Technical Bid”) of the process involves the evaluation of Technical and Financial capacity and Presentation of interested parties who submit a Bid in accordance with the provisions of this RFP (the “Bidder”, which expression shall, unless repugnant to the context).

In the second stage, Financial Bid of only those bidders securing 60% or above in technical score shall be opened and evaluated. The ‘Highest Combined Scorer’ in financial evaluation shall be selected as the successful bidder.

Prior to participation in the Bidding Process, the Bidder shall pay to the Authority a sum of Rs 10,000/- (Rupees Ten Thousand only), in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of Addl. Director (Tourism), Diu and payable at Diu as the cost of the Bid process.

The Bidders would be required to furnish all the information specified in this RFP. The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date.

A Bidder is required to deposit, along with its Bid, a bid security of Rs. 5 Lakhs (the “Bid Security”), refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security. The Bidders will have to submit bid security in the form of FDR as acceptable to the Authority. Where a FDR is provided, its validity shall not be less than 180 (One eighty) days from the Bid Due Date, for the purposes of encashment by the Authority.

The Authority shall be entitled to disqualify a Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I.

- b. Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project including implementation thereof.
- c. In this RFP, the term “Highest Combined Scorer” shall mean “the Bidder with the highest total scorer in Technical bid and Financial bid”. The Highest combined scorer will be awarded the said project.
- d. This duly signed and stamped tender document/RFP by the bidder shall be considered as concession agreement for the said work.

#### **3.2 GENERAL TERMS OF BIDDING**

- a. The Authority wishes to receive Bids under this RFP from capable Bidders. No Bidder shall submit more than one Bid for the Project. A Bidder bidding shall not be entitled to submit another bid either individually or as a member of any other bidder, as the case may be.
- b. The Technical Bid (both online and offline) and Financial Bid (online only) should be furnished in the format at Appendix-I and Appendix-II respectively along with all enclosures, duly signed by the Bidder’s authorised signatory. The Financial Bid shall clearly indicate the bid amount, in both figures and words, in Indian Rupees. The Bid shall consist of Financial Bid, to be quoted by the Bidder. In the event of any difference between figures and words, the amount indicated in words shall be considered.



- c. The Bidder should submit a Power of Attorney as per the format at Appendix–III, authorising the signatory of the Bid to commit the Bidder.
- d. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- e. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- f. The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

### **3.3 ELIGIBILITY OF BIDDERS**

**For determining the eligibility of Bidders for submission of Bids hereunder, the following shall apply:**

- a. A Bidder may be a natural person, private entity, government-owned entity shall be eligible for consideration subject to the conditions set out in Clause 3.3.f below.
- b. A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process.
- c. The Bidder shall enclose with its Bid, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:
  - i. Certificate(s) from statutory auditors of the Bidder or its Associates specifying the Annual Turnover of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 3.3.d (ii). For the purposes of this RFP, net worth (the “**Annual Turnover**”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

- d. Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (PPP or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid.
- e. A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or otherwise, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any wilful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.
- f. The following conditions shall be adhered to while submitting a Bid:
  - 1) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
  - 2) information supplied by a Bidder must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Bidders whose identity and/ or constitution is identical to that at pre-qualification;
  - 3) in responding to the pre-qualification submissions, Bidders should demonstrate their capabilities in accordance with Clause 3 below; and
- g. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

### **3.4 NUMBER OF BIDS AND COSTS THEREOF**

- 3.4.1 No Bidder shall submit more than one Bid for the Project.
- 3.4.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

### **3.5 SITE VISIT AND VERIFICATION OF INFORMATION**

Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

### **3.6 ACKNOWLEDGEMENT BY BIDDER**

3.6.1 It shall be deemed that by submitting a Bid, the Bidder has:

- a) made a complete and careful examination of the Bidding Documents;
  - b) received all relevant information requested from the Authority;
  - c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 3.5 above;
  - d) satisfied itself about all matters, things and information including matters referred to in Clause 3.5 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
  - e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 3.5 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority,
  - f) acknowledged that it does not have a Conflict of Interest; and
  - g) agreed to be bound by the undertakings provided by it under and in terms hereof.
- 3.6.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

### **3.7 RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS**

- 3.7.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.7.2 The Authority reserves the right to reject any Bid if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

3.7.3 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

3.7.4 The Authority may, in its sole discretion and on grounds of reciprocity, disqualify a Bidder, if any or all of its constituents are entities incorporated in a country where an entity incorporated in India does not have similar rights of bidding for contracts contemplated hereunder.

### **3.8 CLARIFICATIONS**

3.8.1 Bidders requiring any clarification on the RFP may notify the Authority in writing by speed post/ courier/ special messenger and by e-mail to [damantourism2013@gmail.com](mailto:damantourism2013@gmail.com) They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in notice inviting tender. The Authority shall endeavour to respond to the queries within the stipulated time. The responses will be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

3.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

3.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

### **3.9 AMENDMENT OF RFP**

3.9.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

3.9.2 Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders.

3.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

### **3.10 PREPARATION AND SUBMISSION OF BID**

#### **3.10.1 Language**

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

#### **3.10.2 Format and Signing of Bid**

- a) The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.
- b) The Bid shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

#### **3.10.3 Submission of Bid**

- a) The Bidder shall submit **the Bid** in the format specified at Appendix-I to VI, together with the documents specified in Clauses 3.10.3(b), 3.10.3(c), 3.10.3(d). The Bidder shall ensure all bid documents are digitally signed.

Bidders has to participate in online tenders and will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act – 2000 using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying authorities if India

Note: Bidders are requested to kindly mention the URL of the Portal and Tender ID in the subject while emailing any issue along with contact details.

- b) Required documents mentioned below are mandatory for submitting scanned copies ONLINE and OFFLINE. Otherwise, tender offer shall be treated as ‘Non-Responsive’, without any further information
  - i) Scanned copy of all tender documents as mentioned below
  - ii) Latest Income-Tax Return filed, GST Registration & PAN Card
  - iii) Documentary proof as mentioned in Clauses 3.12.3(c) and 3.12.3(d) below
- c) **Technical Bid** shall contain:
  - i. Bid in the prescribed format (Appendix-I) along with Annexes and supporting documents;
  - ii. Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed;

- iii. Copies of Bidder's duly audited balance sheet and profit and loss account for the preceding ten years; and
- d) **Financial Bid** shall contain: Bid in the format specified as per the BOQ on dd tender (to be submitted online only)

### **3.11.1 Bid Due Date**

- a) Bids should be submitted before the specified time on the Bid Due Date as specified in notice inviting tender at the address provided in Clause 3.11.2 (c) in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 3.11.3 (c).
- b) The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 3.11.2 uniformly for all Bidders.
- c) Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

### **3.11.2 Contents of the Bid**

- a) The Technical Bid shall be furnished in the format at Appendix–I. The Financial Bid shall be furnished in the format of percentage of cost (online only) to be quoted by the Bidder.
- b) The Project will be awarded to the lowest Bidder.
- c) The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

### **3.11.3 Modifications/ Substitution/ Withdrawal of Bids**

- a) The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- b) The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 3.11.3, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- c) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

## **3.12 EVALUATION PROCESS**

### **3.12.1 Opening and Evaluation of Bids**

- a) The Authority shall open the Technical Bids on the Bid Due Date, at the place specified in Clause 3.11.3 (c) on time specified in notice inviting tender and in the presence of the Bidders who choose to attend.

- b) Bids for which a notice of withdrawal has been submitted in accordance with Clause 3.11.3 shall not be opened.
- c) The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 4.
- d) Bidders are advised that selection of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- e) Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- f) The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- g) If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from computation of the Experience Score of the Bidder.
- h) In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Experience Score, and may also, while computing the aggregate Experience Score of the Bidder, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the or Bid in accordance with the provisions of Clause 3.9.

### **3.13 CONFIDENTIALITY**

Information relating to the examination, clarification, evaluation, and recommendation of the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

### **3.14 TESTS OF RESPONSIVENESS**

- 3.15.1 Prior to evaluation of Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of the RFP. A Technical Bid shall be considered responsive if:
- i. it is received as per format at Appendix-I;
  - ii. it is received by the Bid Due Date including any extension thereof pursuant to notice inviting tender;

- iii. it contains all the information and documents (complete in all respects) as requested in this RFP;
- iv. it contains information in formats same as those specified in this RFP;
- v. it contains certificates from its statutory auditors in the formats specified at Appendix-I of the RFP for each Eligible Project;
- vi. it contains an attested copy of the receipt of the Authority towards the cost of the RFP process as specified in Clause 3.1;
- vii. it does not contain any condition or qualification; and
- viii. it is not non-responsive in terms hereof.

3.15.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

### **3.15 CLARIFICATIONS**

- a) To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- b) If a Bidder does not provide clarifications sought under Clause 3.15(a) above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

### **3.16 PRE-QUALIFICATION AND NOTIFICATION**

After the evaluation of Technical Bids, the Authority would announce a list of qualified Bidders who will be eligible for presenting their development plans to the authority and the opening of their Financial Bids. At the same time, the Authority would notify the other Bidders that they have not been short-listed. The Authority will not entertain any query or clarification from Bidders who fail to pre-qualify.

### **3.17 PROPRIETARY DATA**

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid, or any information provided along therewith.

### **3.18 CORRESPONDENCE WITH THE BIDDER**

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.



### **3.19 REJECTION OF BIDS**

- a) Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- b) The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

### **3.20 VALIDITY OF BIDS**

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

## **4 TENDER EVALUATION PROCESS**

### **4.11 MINIMUM ELIGIBILITY CRITERIA**

- a. TECHNICAL CAPACITY: Bidders should have experience of minimum one hospitality project completed during last **15 Years** in the following categories as an individual entity:

Architectural Design of Tourist Resort with minimum cost of **Rs. 50 Crore**

**OR**

Developing master planning/landscape design of Tourist Resort with cost of minimum **Rs. 60 Crore.**

**OR**

Architectural Design of public institution with cost of minimum **50 Crores**

- b. FINANCIAL CAPACITY: The bidder should have minimum average annual turnover of **Rs. 1 Cr** in the last ten financial years.

### **4.12 MANDATORY DOCUMENTS**

- a. A copy of Work order/LoA/Work completion certificate/agreement for technical capacity.
- b. A certificate for average annual turnover issued and certified by a CA.
- c. Company/firm registration certificate/incorporation certificate, PAN card, GST registration, ITR of last four financial years
- d. EMD and Tender fess

**4.13 TECHNICAL EVALUATION CRITERIA**

Sr No	The technical bid of bidders eligible as per minimum eligibility criteria as per the clause no 3.1 will be opened and evaluated as per the following criteria:	Total Maximum Marks	
<b>3.3.1</b>	<b>TECHNICAL CAPACITY:</b> Bidders should have experience of minimum one hospitality project completed during last <b>15 Years</b> in as an individual entity for Architectural Design of Tourist Resort with minimum cost of <b>Rs. 50 Crore OR</b> Developing master planning/ landscape design of Tourist Resort with cost of minimum <b>Rs. 60 Crore</b> or Architectural Design of public institution with cost of minimum <b>50 Crores</b> . The bidders should be registered with the Council of Architecture and submit their certificate of registration.	30	
	No of Projects		Maximum 30 Marks
	1 Project		10 Marks
	2 to 3 Projects		20 Marks
	4 or more Projects		30 Marks
<b>3.3.2</b>	<b>FINANCIAL CAPACITY:</b> The bidder should have minimum average annual turnover of <b>Rs. 1.0 Cr</b> in the last ten financial years.	20	
	Average Annual Turnover		Maximum 20 Marks
	1.0 Cr to 1.25Cr		5 Marks
	More than 1.25 Cr to 1.5 Cr		15 Marks
	More than 1.5 Cr		20 Marks
<b>3.3.3</b>	Presentation given by the bidder to cover the topic like Adequacy of the proposed approach, methodology, experience, optimum utilization, Detailed design and work plan for performing the assignment. The parameter for presentation evaluation is as below: <ul style="list-style-type: none"> <li>b. Concept Design:20 Marks</li> <li>c. Suitability of Design: 20 Marks</li> <li>d. Accommodation of Services &amp; FAR:05 Marks</li> <li>e. Methodology :05 Marks</li> </ul>	50	
Total Maximum Marks for Technical Score (Ts)		100	

3.3.4 Based on above mentioned criteria, financial evaluation of bidder scored minimum 60 marks will only be considered for financial evaluation

#### **4.14 FINANCIAL BID EVALUATION**

3.4.1 The Financial Bids of only those bidders who have scored 60 percent minimum in the technical evaluation shall be opened and evaluated. The technical proposal will have a weightage of 70% and Financial bids will have a weightage of 30% in the final evaluation and the bids will be evaluated on the basis of combined scores (Technical and Financial) received by the bidders. The combined scores of the bidders will be added to arrive at the final combined score and the bidder with the highest final score will be considered as the first ranked bidder and work will be awarded to highest ranked bidder.

3.4.2 Financial Proposal will be assigned a Financial score (FS). The Proposal with lowest price will be awarded 100 points. Financial scores (FS) of other Bidders shall be inversely proportional to their quoted prices. The Formula used to calculate the financial scores will be:

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

Where:

FS = The financial score of the Financial Proposal being evaluate

FL = The price of lowest priced Financial Proposal

F = The price of Financial Proposal under consideration

#### **4.15 COMBINED SCORE EVALUATION**

Proposals will finally be ranked according to their combined technical score (TS) and financial score (FS) using the weightages Technical: Financial = 70: 30 and calculated as:

$$S = TS \times 70\% + FS \times 30\%$$

Where

S= Combined Score of the Bidder

TS = the Technical Score

FS = the Financial Score

#### **4.16 BID PARAMETER**

The bidder which scores the highest combined score (S) on the basis of total marks obtained in technical bid and financial bids (after adding the technical score and financial score) will be the successful bidder for the said RFP and shall be awarded with the LoA.

**5 PAYMENT STRUCTURE**

Sr No	Scope for completion for Ghoghla, Diu	Payment to be released after scope completion	Cumulative payment calculation
5.1	On approval of conceptual designs and rough estimated cost	5%	-
5.2	Design finalization stage	25%	30%
5.3	Preparing tender documents along with BoQ. This shall include preparation, submission and acceptance of detail structural design, calculations, structural drawings, service drawings (MEP, HVAC, Fire safety and other utility services) and providing technical assistance for clearance of designs to vetting agency/any Govt. institution engaged by the UT Administration for vetting /proof checking verification including adopting modification in design and drawings as suggested and preparing and on acceptance of detail estimate as per plan and design (Civil, Interior & Electrical and other utility services) including specification and schedule of Quantities, rate analysis etc. to the Department of Tourism	10%	40%
5.4	On appointment of Contractor /Executing agency after scrutiny and finalization of the RFP	10%	50%
5.5	On submission of execution drawings and details required for commencement for work at site	10%	60%
5.6	On completion of 20% of the work	5%	65%
	On completion of 40% of the work	5%	70%
	On completion of 60% of the work	5%	75%
	On completion of 80% of the work	5%	80%
	On actual completion	10%	90%
5.7	On submission of completion report and as built drawings for issuance of completion/ Occupancy certificate by the statutory authorities, whenever required.	10 %	100%

**6 TIMELINE/SCHEDULE FOR WORK**

Sr No	Scope for completion for Ghoghla, Diu	Timeline for scope completion
6.1	Submission of conceptual designs and rough estimated cost	15 Days from issue of work order
6.2	Submission of final design	3 weeks after approval of concept
6.2	Submission of required architectural tender drawings along with the item wise estimate of cost, with BoQ. This shall include preparation, submission and acceptance of detail structural design, calculations, structural drawings, service drawings (MEP, HVAC, Fire safety and other utility services) and providing technical assistance for clearance of designs to vetting agency/any Govt. institution engaged by the UT Administration for vetting /proof checking verification including adopting modification in design and drawings as suggested and preparing and on acceptance of detail estimate as per plan and design (Civil, Interior & Electrical and other utility services) including specification and schedule of Quantities, rate analysis etc. to the Department of Tourism	1 Month after approval of final design
6.3	Appointment of Contractor /Executing agency after scrutiny and finalization of the RFP	2 months after submission of tender documents

**7 PENALTY CLAUSE**

- a. For non-compliance of above time schedule the Penalty at the rate of 0.1% per day is chargeable on the numbers of days delayed and the maximum penalty that can be recovered is limited up to 5% of the fee of the consultant.
- b. The Consultant shall prepare estimate realistic way considering all items required for the project. Any variation beyond 10% of the estimated quantity of the items will have to be explained and justified.

**8 TERMINATION CLAUSE**

That the agreement shall be terminated at any time by the tender inviting authority giving one month's notice to the Consultant and in the event of such termination, the Consultants shall be entitled to all such fee for the services rendered and liable to refund the excess payment, if any made to him over and above what is due in terms of the RFP on the state of termination and the tender inviting authority may make full use of all or any of the drawings prepared by the Consultants. The determination of entitle fees shall be as determine by the tender inviting authority which will be final & binding.

**9 FRAUD AND CORRUPT PRACTICES**

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA. Notwithstanding anything to the contrary contained herein, or in the LOA the Authority may reject a Bid, withdraw the LOA, as the case may be, without being liable in any manner whatsoever to the Bidder as the case may be, if it determines that the Bidder as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents or otherwise.
- b) Without prejudice to the rights of the Authority under Clause 9(a) hereinabove and the rights and remedies which the Authority may have under the LOA or otherwise if a Bidder as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- c) If a dispute of any kind whatsoever arises between the Authority and the bidder in connection with or arising out of the BID or the execution of the Logistics, whether during the development & operation period or after its completion and whether before or after repudiation or termination of the Agreement, including any dispute as to any decision, opinion, consent, expression of satisfaction, approval, determination of value, action or instruction of the Authority, the matter in dispute shall be referred in writing to the Legal Department of the Authority. Not later than 28 days after the day on which it received such reference, the Authority shall give notice of its decision of the same to the Bidder/successful bidder. If such a decision made under this Clause is not acceptable to any party, the U.T. Administration Of Dadra & Nagar Haveli And Daman & Diu shall resolve the dispute for issues falling under the respective

Jurisdiction in regard to this project/RFP.

- d) Hon'ble Courts of Daman shall have the jurisdiction and the venue of arbitration shall be Daman and will be governed by provisions of the Indian Arbitration & Reconciliation Act.
- e) For the purposes of this section 9, the following terms shall have the meaning hereinafter respectively assigned to them:
  - i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.10 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA, as the case may be, any person in respect of any matter relating to the Project or the LOA who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
  - ii. "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - iii. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
  - iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
  - v. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

**10 MISCELLANEOUS**

- 10.11 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding 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. qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information
  - d. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  - e. 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.
- 10.12 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 10.13 The authority may conduct regular checks to ensure operational compliance with local and national norms/standards and may impose a penalty to the extent of the performance security given evidence is found with respect to non-compliance of norms or inadequate performance of pre-decided responsibilities of the operator. The authority may also terminate the agreement unilaterally if adequate measures for compliance are not take after three (3) official warnings.

**11 Force Measure:**

A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a strike, riots, crimes (but not including negligence or wrong doing, predictable/seasonal rain and any other events specifically excluded in the clause).

Delay in completion of construction/development and non-operational of the property from the side of the consultant for execution of any of the conditions of this contract agreement under force majeure conditions like natural calamities or any other similar situations, delay in construction work, delay in getting space allotment, time taken to carryout modification/ rectification suggested for construction, etc. shall be condoned subject to proper justification furnished by the consultant in due course of time. However, the decision of Tender Inviting Authority in this respect shall be final.



**Appendix-I: Technical Bid for Pre-qualification**

**Letter Comprising the Technical Bid for Pre-qualification**

Dated:

To,

Mr. \*\*\*\*\*

UT Administration,

Dadra & Nagar Haveli and Daman & Diu

Sub: Technical Bid for pre-qualification for RFP For Development, Operation, Maintenance & Management of Tent City Near Light House Beach, Moti Daman

Dear Sir,

1. With reference to your RFP document dated ....., I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Bidder for the aforesaid project, and we certify that all information provided in the Bid and in Annexes I to V is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the development, construction, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:

- a. I/ We have examined and have no reservations to the Bidding documents, including any Addendum issued by the Authority;
  - b. I/ We do not have any conflict of interest in accordance with Clauses 3.3(a) and 3.3(b) of the RFP document;
  - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 9(c) of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 9 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 3.9 and 3.20 of the RFP documents.
  9. I/ We believe that the Net Worth criteria and meet(s) all the requirements as specified in the RFP document and am/ are qualified to submit a Bid.
  10. I/ We declare that we are not a member of any other bidder submitting a Bid for the Project.
  11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the bidder or any of our/ their Associates have not been convicted by a court or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the bidder or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a court.
  13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the bidder or any other of our/ their Associates or against our CEO or any of our directors/ managers/ employees<sup>1</sup>.

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<sup>1</sup> In case the Bidder is unable to provide certification regarding any pending investigation as specified in paragraph 13, it may precede the paragraph by the words viz. "Except as specified in Schedule .....hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Bid. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for award hereunder.

14. I/We further certify that we/ any Member of the bidder or any of our/ their Associates are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project (PPP or otherwise), and no bar subsists as on the date of Bid.
15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
16. I/ We have studied all the Bidding Documents carefully and also surveyed the \*\*\*\*\*. We understand that except to the extent as expressly set forth in the RFP, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Project.
17. I/ We hereby confirm that we shall comply with the requirements specified in scope of work section 2.
18. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
19. I/ We certify that in terms of the RFP, my/our average annual turnover of last 10 years is Rs. .... (Rupees .....
20. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
21. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.

In witness thereof, I/ we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorized Signatory)

Place: Name and seal of the Bidder/ Lead Member

**Annex-I: Particulars of the Bidder**

- 1
  - a. Name:
  - b. Country of incorporation:
  - c. Address of the corporate headquarters and its branch office(s), if any, in India:
  - d. Date of incorporation and/ or commencement of firm:
  
- 2 Brief description of the firm including details of its main lines of business and proposed role and responsibilities in this Project:
  
- 3 Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder:
  - a. Name:
  - b. Designation:
  - c. Company:
  - d. Address:
  - e. Telephone:
  - f. E-Mail:
  
- 4 Particulars of the Authorised Signatory of the Bidder:
  - a. Name:
  - b. Designation:
  - c. Address:
  - d. Phone Number:
  - e. Fax Number:

6. The following information shall also be provided for the Bidder:

**Name of Bidder**

No.	Criteria	Yes	No
1.	Has the Bidder been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (PPP or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

7. A statement by the Bidder (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary).

**Annex-II: Technical Capacity of the Bidder<sup>@</sup>**

Bidder type <sup>#</sup>	Member Code <sup>¥</sup>	Project Code <sup>¥¥</sup>	Experience (number of rooms)	Experience Score <sup>££</sup>
			Number of residential rooms in the resort	
(1)	(2)	(3)	(4)	(5)
Single entity Bidder		a		
		b		
		c		
		d		
			<b>Aggregate Experience Score =</b>	

- <sup>@</sup> Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 3.3(i)&(j) and/ or by a project company eligible under Clause 4.1. In case the Bid Due Date falls within 3(three) months of the close of the latest financial year, refer to Clause 3.3(m).
- <sup>#</sup>A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder.
- <sup>¥</sup>Member Code shall indicate NA for Not Applicable in case of a single entity Bidder.
- <sup>££</sup> Experience Score is the same as Experience i.e number of eligible keys/rooms with no consideration for scaling factors or multipliers

Appendix-I

**Annex-III: Financial Capacity of the Bidder**

**1. Average Annual Turnover**

Sr. No.	Name of the Firm	Annual Turnover			
		Year	.....	Year	Year
		2012-13 (Rs. Crores)	.....	2020-2021 (Rs. Crores)	2021-22 (Rs. Crores)
Average of 10 years for Evaluation					

**2. Net Worth (Optional)**

Sr. No	Name of the Bidder	Net worth as on 31 <sup>st</sup> March 2022 (Rs. Crore)
1.		
2.		
3.		

(Signature of Authorised Signatory)

Company Seal & Stamp

Signature, Name, Address and Membership No. of Chartered Accountant

**Instructions:**

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 4 (four) years preceding the Bid Due Date. The financial statements shall:
  - a. reflect the financial situation of the Bidder and its/ their Associates where the Bidder is relying on its Associate's financials;
  - b. be audited by a statutory auditor;
  - c. be complete, including all notes to the financial statements; and
  - d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
3. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 3.3(m).
4. The Bidder shall provide an Auditor's Certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth in accordance with Clause 3.3.d (ii) of the RFP document.



**Annex-IV: Details of Eligible Projects (for reference)***(Refer to Clauses 2.2.2, 3.2 and 3.3 of the RFP)***Project Code:****Member Code:**

<b>Item</b>  (1)	<b>Refer Instruction</b>  (2)	<b>Particulars of the Project</b>  (3)	
Title & nature of the project			
Year-wise Number of Units in the Project	5	Year	Number of Rooms
		Year 1	
		Year 2	
		Year 3	
		Year 4	
		Year 5	
		Total	
		Five Year Average (Total divided by 5 - No. of rooms to be considered for column no. 5 of the table in Annex-II)	
Location and address of the Project	6		
Date of commencement of Project	7		
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)	12		

**Instructions:**

1. Bidders are expected to provide information in respect of each Eligible Project in this Annex. Information provided in this section is intended to serve as a back-up for information provided in the Bid. Bidders should also refer to the Instructions below.
2. For a single entity Bidder, the Project Codes would be a, b, c, d etc.
3. A separate sheet should be filled for each Eligible Project.
4. Member Code shall indicate NA for Not Applicable in case of a single entity Bidder.

5. The five-year average number of rooms for each Eligible Project for the entire 5 years (total divided by 5) is to be stated in Annex-II of this Appendix-I. The figures to be provided here should indicate the break-up for the past 5 (five) financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 3.3(m))
6. Particulars such as name, address and contact details of owner may be provided for all Eligible Projects.
7. The date of commissioning of the project should be indicated for all Eligible Projects.
8. For all Eligible Projects, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 4.1). In case the project is owned/ operated, maintained and managed by the Bidder Company, please indicate accordingly (Refer Clause 4.1).
9. Certificate from the Bidder's statutory auditor<sup>2</sup> or its respective entity issuing the star categorization certificate must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member/Associate may provide the requisite certification.

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Appendix-I

**Annex-V: Statement of Legal Capacity**

(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To,

Mr \*\*\*\*\*

UT Administration,

Dadra & Nagar Haveli and Daman & Diu

Dear Sir/Madam,

We hereby confirm that we (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that .....(insert individual's name) will act as our representative on its behalf and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

**Appendix-II: Financial Bid/BOQ for Reference**

(To be submitted Online Only)

Sr No	Particulars	Unit	Percentage of fees of Estimate Project Cost. (Excluding GST)
1	We have gone through your Terms of the RFP and we have understood all the terms and conditions pertaining to the work. We are ready to execute the work as a Consultant for Development of Tourist Resorts at Ghoghla, Diu, UT of DNH & DD.	1	

### Appendix -III: Project Site Details

1. PTS No.11/1 (part) and PTS No.38/1 (part) at Ghoghla, Diu, UT of Dadra & Nagar Haveli and Daman & Diu.
2. Total Land Area: Approx. 1.53 Hectare.
3. Map:

