



Request for Proposal

Selection of Company for Providing Hot Air Ballooning

For Diu International Festival 2015

RFP Ref No: OI DC/PROJ/RFP/ADVENTURE/779

September 2015

Issued by

**Omnibus Industrial Development Corporation of Daman & Diu and
Dadra & Nagar Haveli Limited (OIDC Ltd)**

Corporate Office, Plot No. 35, Somnath, Nani Daman – 396210

Phone: 0260 – 2241120 / 2241112 / 2241150 / 2244731

Table of Contents

| Description | Clause No(s). |
|---|----------------------|
| Disclaimer | |
| Letter of Invitation | 1 |
| Introduction | 2 |
| Instruction to Bidders | 3 |
| Terms of Reference | 4 |
| Eligibility Criteria | 5 |
| Key Personnel | 6 |
| Proposal Evaluation | 7 |
| Payment Schedule and Timeline | 8 |
| Miscellaneous | 9 |
| Liquidated Damages and Penalties | 10 |
| Conflict of Interest | 11 |
| Important Dates for Submission | 12 |
| Technical Proposal: Standard Forms | 13 |

Disclaimer

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Omnibus Industrial Development Corporation of Daman & Diu and Dadra & Nagar Haveli Limited (hereinafter referred to as “OIDC”) 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.

The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their Bidding Document. This RFP does not purport to contain all the information each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for OIDC, their employees or advisors to consider the business/ investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice from appropriate sources. OIDC, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP.

The OIDC Ltd also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP. OIDC may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

The issue of this RFP does not imply that the OIDC Ltd is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for Hot Air Ballooning and the OIDC Ltd reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the OIDC Ltd or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the OIDC Ltd shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

E-Tender (On Line) Invitation Notice

The General Manager, OI DC, Daman and Diu & DNH, on Behalf of OI DC Ltd invites online tender on <https://www.oidc.nprocure.com> from approved and eligible Company(s).

| Sr. No. | Name of Work | Estimated Cost of RFP | Earnest Money Deposit | Tender Fees (Non Refundable) |
|--|--|---|---|---|
| 1 | Hot Air Ballooning for Diu International Festival 2015 | 30 - 50 Lacs (Rupees Thirty to Fifty Lacs) | Rs. 1,00,000/- (Rupees One Lac) in form of DD | Rs. 4,000/- (Rupees Four Thousand) only in form of DD |
| *Online Downloading Starting of Tender | | | 16.09.2015 at 18.00 hrs | |
| *Last Date for Online Submission of tender | | | Upto 23.09.2015, 17.30 hrs | |
| Physical submission of Technical Document as per RFP | | | 23.09.2015 upto 17.30 hrs | |
| Pre Bid Meeting at Conference Hall, Secretariat, Moti Daman | | | 21.09.2015 at 15.30 hrs | |
| *Online Opening of Technical Bid | | | 24.09.2015 at 10.00 hrs | |
| Presentation at Conference Hall, Secretariat, Moti Daman | | | 28.09.2015 at 10.30 hrs | |
| Opening of Financial Bid | | | 29.09.2015 at 11.30 hrs | |
| *Bidders have to submit price bid in electronic format only on https://www.oidc.nprocure.com website till the last date and time for submission. Price Bid in physical format shall not be accepted in any case. | | | | |
| The tender form along with all details including schedules and terms and conditions can be downloaded from the Website https://www.oidc.nprocure.com . The tender fees (non-refundable) in form of DD in favour of undersigned may be kept in Bid along with above mandatory documents. The price shall be opened to those bidders who qualify. | | | | |
| Submission of Tender Fees in form of DD & EMD in form of DD, Registration Number with Certificate, PAN Card number, Service Tax No etc. and as per the eligibility criteria all documents has to be uploaded. These are the mandatory documents required to be uploaded and hard copy of above mentioned documents shall be submitted to the tender inviting authority by RPAD/Speed Post. However, Tender inviting Authority shall not be responsible for any postal delay. The said documents can also be deposited in the office of the undersigned. In case the supplier/s not enclosed any of above documents, he/she/they will be disqualified and the price bid shall not be opened. | | | | |
| The Tender Inviting Authority reserves the right to accept or reject any or all the tenders to be received without assigning any reasons thereof. | | | | |
| In case bidder needs any clarification on the Tender Document or Scope of Work, they can contact in the Corporate office of the OI DC Ltd at Plot No. 35, Somnath, Nani Daman, Daman – 396 210 during office hours. Tel: 0260 2244731. In case bidder needs any clarification or if training required for participating in online tender, they can contact the following off:- “(n) Code Solution-A Division, GNFC Ltd” 403, GNFC Info Tower, Bodakdev, Ahmedabad-380054, Gujarat (India) E-Mail:nprocure@gnvfc.Net; Tel: 18002337944 Fax+91 79 26857321 Website: www.nprocure.com | | | | |

(Prashant Kumar)
General Manager
OI DC Ltd

Copy to:

1. All Head of Office, for wide publicity.
2. F.P.O. for wide publicity.
3. National Informatics Centre, Daman for wide publicity through Internet on website www.dnh.nic.in and www.daman.nic.in.

1. Letter of invitation

Sub: Omnibus Industrial Development Corporation of Daman & Diu and Dadra & Nagar Haveli Limited's invitation to bid for Selection of Company for Providing Hot Air Ballooning for Diu International Festival 2015

Dear All,

On behalf of Omnibus Industrial Development Corporation of Daman & Diu and Dadra & Nagar Haveli Limited, (OIDC), a Government Undertaking, the General Manager invites proposals from Firms / Company(s) for Providing Hot Air Ballooning for Diu International Festival 2015.

OIDC is seeking to appoint a Firm / Company for carrying out various activities as mentioned in the RFP enclosed herewith.

The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Bidders

Section 3 - Terms of Reference

Section 4 - Standard Formats - Technical

Section 5 –Standard Formats – Financial

Please note the last date for submission of your bid is 23/09/2015.

Sd/-
(Prashant Kumar)
General Manager

2. Introduction:

2.1 General

Omnibus Industrial Development Corporation of Daman & Diu and Dadra & Nagar Haveli Limited, (OIDC Ltd), a Govt. Undertaking was incorporated on 27th March'1992 under the Company's Act, 1956. OIDC Ltd has emerged as a truly Omnibus Corporation performing multifarious functions. The main activities performed by OIDC Ltd in the UT of Daman & Diu and Dadra and Nagar Haveli are:

- 1) Development of industrial estates
- 2) Supply of quality liquor
- 3) Housing for EWS
- 4) Infrastructure development
- 5) Development of tourism infrastructure

OIDC Ltd, (herein after referred to as "Authority") intends to develop and execute Diu International Festival 2015 in Diu of international standard. Authority proposes to procure the services of Company for providing Hot Air Ballooning for proper planning, structuring and execution / implementation of the Diu International Festival 2015.

For the said Festival, the services of the Company will be required on a turn-key basis from date of signing of the Agreement till 120-days after the conclusion of the proposed event. Whilst the proposed event shall be held from December 01, 2015 to February 15, 2016, the task would be begin forthwith with the execution of the Agreement and the Company will assist in all matters of the Festival Planning including but not limited to setting up of the adventure zone for Hot Air Ballooning along-with professional and experienced manpower for maintenance and operations, Safety, Security, Emergency facilities, licenses, infrastructure development, permissions, warranties and undertakings required to be obtained from various agencies and vendors / players at various stages. The entire range of activities given hereinafter is required to be carried out by the Company.

2.2 Background

a) Diu – The Sound of Silence

A paradise in its own right and situated off the southernmost tip of the Saurashtra Peninsula of Gujarat, Diu, the Isle of Calm is surrounded by the blue waters of the Arabian Sea on three sides and the picturesque Chasi on the North.

A traveller's `El Dorado', Diu has some of the most breath-taking natural and man-made wonders packed within minutes of each other. Cocooned in an area of just 38.80 sq. kms; it has few small but beautiful beaches each carrying a different charm for an unforgettable experience.

Small but yet sublime, this tiny pendant of Saurashtra is steeped in immense history. The Mauryas, Chalukyas, Rajputs and Mughals have all shaped and affected its history but it is the distinct Portuguese impact of over four centuries, lasting right up-to the liberation of Diu in 1961 which is evident even today. As a grand testimony to the strategic importance the island held for

its rulers, the Diu Fort, built in the 16th Century by the Portuguese, stands engulfed in peace and silence as a witness of the fierce past.

Discover your Quantum of Solace at the peaceful and beautiful Naida Caves situated just outside the Fort Walls. As you descend from its natural opening through intriguing network of hollows and steps, be amazed as the natural light plays hide and seek through the openings in its ceilings.

One may indulge in a variety of activities or just laze around for your blissful sojourn!

b) The Campaign – ILHA de CALMA

A campaign was launched in February 2015 through various media platforms to make the place known to people who are looking to take a break and to create nationwide awareness.

The Campaign was very successful and won various awards besides having direct impact on the number of footfalls to the destination which has grown by 120% for the period Feb-May 2015.

c) Diu International Festival

In pursuance of the above objective to transform and create Diu as an important and niche destination besides putting Diu in the World Tourism Map, an event by the name and style of Diu International Festival has been conceived.

The proposed event aims to create further awareness amongst tourists, increase flow of international visitors, project Diu as a viable investment destination for the Tourism Industry, boost local economy, and effectively project Diu as a premium and niche destination to the global audience.

The event will further help create and consolidate critical infrastructure for Destination Diu which are essential for development of any major tourist destination.

In recognition of the paucity of quality and high octane adventure & sports activities in Diu, the Authority would like to set-up an Adventure Village on Nagoa Beach of international standards to further augment the existing Water Sports activities available in the area.

2.3 Details of Hot Air Ballooning at Diu International Festival 2015:

| Sr. No. | Particulars |
|---------|--|
| 1 | Preparation and presentation of a detailed plan on the management of the various areas, services and activities of the Project including Layout, Development & Execution. |
| 2 | Concept Designs in 3D of the specific Adventure Areas, and of various components for which technical evaluation is to be done numerically |
| 3 | Design, Photos and Technical Specification of Structures including Concept design for Entry Arch / Gate |
| 4 | Concept branding and hoardings onsite and at various other locations |
| 5 | Power distribution and cabling and equipment details |
| 6 | Manpower Deployment Plan during setup phase and during festival period. Adequate manpower for all the areas as advised by the Authority to be deployed and kept as back up. |
| 7 | Specifications of Platforms, equipment and ropes / cables, Hot Air Balloon and Setup with comprehensive details of the Balloon Make, Quality, Warranties, Propane, Stability, Range, technical details etc. |
| 8 | Environment Compliance Plan |
| 9 | Specifications and details of 100% power back-up plan |
| 10 | PA System |
| 11 | Details of Health and Medical Professionals who will be dedicated to this event, Contingency for Accidents and Evacuation Plan, Emergency Response System and Plan, Details of Medical Inspection (M.I.) Room etc. |
| 12 | Details of Insurance of the equipment and details of Medical Insurance and Public Liability Insurance of Rs. 1 Cr. |
| 13 | All the equipment in excellent working condition with technical manpower support and also certified by a qualified engineer |
| 14 | The transportation installation & dismantling of materials |
| 15 | Maintenance, Safety & Security |
| 16 | The date of the festival is December 01, 2015 to February 15, 2016, subject to minor modifications. The complete site will be required in functioning / working condition as mentioned herein like 7-days prior to start of event after conclusion of testing. |
| 17 | Bidder's plans / presentations / nos. are always subject to modification by the Authority keeping in mind the changing needs of the event. |
| 18 | The Work will entail set up of an office at the site, which may require deputation of staff in advance as well as during the event and the Bidder will supply, control and manage the temporary manpower required to discharge various project related works. |
| 19 | The Bidder will present a plan on the management of the various areas and get it approved from the organizing committee. |
| 20 | All the equipment should be of good brands in excellent working condition with technical manpower support and also qualified engineer to certify and all equipment / facilities to be in working condition 7 days prior to event date for testing purpose. |
| 21 | The Scope of Services specified in this Clause are not exhaustive and the Company shall undertake such other tasks as may be necessary to successfully implement the event. |

3. Instructions to Bidders

3.1 General instructions

- i. The Authority will select a Firm / Company, in accordance with the method of selection specified in the RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that Authority's decisions are without any appeal whatsoever.
- ii. The Bidders are invited to submit a Technical Proposal and Financial Proposal to provide Hot Air Ballooning for Diu International Festival 2015 as detailed in this RFP.
- iii. All Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Bidders are encouraged to visit the Authority before submitting a proposal and to attend a Pre-Bid Meeting, if any. Attending the Pre-Bid Meeting is optional. Bidders should contact the Authority's representative to arrange for their visit or to obtain additional information on the Pre-Bid Meeting.
- iv. Your proposal could form the basis for future negotiations and ultimately may lead to contract between your Company and Authority.
- v. The cost of preparing the proposal and all subsequent negotiations, if any, with Authority and other experts on tasks and actions directly and indirectly related or presentation of proposal shall be borne by the bidder.
- vi. Authority reserves the right to accept or reject any and / or all the proposals without assigning any reasons thereof.
- vii. The Authority requires that the Bidder's provide professional, objective and efficient services at all times and holds the Authority's interests paramount, avoids conflicts with other assignments or its own interests and act without any consideration for future work. The Bidder(s) shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of the Authority and the said Festival.
- viii. Proposal and Bid means the same in this document and he also means to include she and vice-versa. The bidders are requested to add extra lines / sheets, wherever necessary.

3.2 Purchase of the RFP document

Bidders are required to make a payment of INR 4,000/- (Rupees Four Thousand Only) in the form of Demand Draft drawn on any Nationalized / Scheduled Bank in favour of OI DC Ltd payable at Daman, which shall be furnished along with the Technical Proposal. This fee is non-refundable.

3.3 Earnest Money Deposit

Proposal would need to be accompanied by an Earnest Money Deposit for an amount of INR 1,00,000/- (Rupee One Lakh only) in the form of a Demand Draft drawn on any Nationalized / Scheduled Bank in favour of OI DC Ltd payable at Daman.

EMD shall be returned to the unsuccessful Bidders without interest within a period of two months from the date of signing of Agreement between OI DC and the Successful Bidder. EMD submitted by the Successful Bidder shall be released upon execution of the Agreement and furnishing of Performance Security without any interest.

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

EMD shall be forfeited in the following cases:

- If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect;
- If the Successful Bidder fails to execute the Agreement within the stipulated time or any extension thereof provided by OI DC.
- If the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- If the Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time.
- If the Selected Bidder fails to provide the Performance Security within the specified time limit.
- Authority will not be liable to pay any interest on Earnest Money Deposits under any circumstances.

3.4 Performance Security

3.4.1 Performance Security for an amount equivalent to 5% of the Agreement Value rounded off to the next lac shall be furnished before signing of the contract in form of a Bank Guarantee substantially in the form specified in this document.

3.4.2 For the successful bidder, the Performance Security shall be retained by the Authority until the completion of the Festival and be released within 180 days after the completion of the Festival.

3.4.3 The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Performance Security, shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

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

3.5 Proposal Due Date (PDD)

Schedule of submission & opening of Proposal is as below-

Last Date for Submission of Proposal : 23.09.2015

On-line Technical Bid Opening : 24.09.2015

3.6 Only One Proposal

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

3.7 Due Diligence by Bidders

Bidders are expected to inform themselves fully about the local conditions, facilities, infrastructure available at the respective Project sites. Bidders may also like to send queries to the OI DC Ltd for any clarification which shall be given during the Pre Bid Conference to be held on the prescribed date.

3.8 Pre-Bid Visit To The Site And Inspection Of Data

Prospective Bidders may visit the Site and review the available data at any time prior to PDD. For this purpose, they will provide at-least two days notice to the nodal officer if required specified below:

| | | |
|---------------------|---|--------------------------|
| Name of the Officer | : | Manager (Projects) |
| Phone | : | 0260 – 2241120 / 2241112 |
| Mobile | : | 9727775397 |

3.9 Pre-Bid Meeting

The date, time and venue of Pre-Bid Meeting shall be:

Date: 21 September 2015

Time: 15.30 Hrs

Venue: Conference Hall, Secretariat, Moti Daman.

3.10 Communications

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

The General Manager,

OI DC Ltd,

Plot No. 35, Somnath,

Nani Daman.

Daman – 396 210

Phone: 0260- 2241120 / 2244731 Fax: 0260 – 2241108

The Authority will endeavour to respond to the queries not later than 2 (two) weeks prior to the Proposal Due Date. The Authority will post the reply to all such queries on its official website.

At any time before the submission of Proposals, the Authority may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all the Bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an amendment into account in their Proposals the Authority may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3.11 Clarification And / Or Interpretation Of Proposal

After submission of the final Proposal by the Bidders, to the satisfaction of the Authority, if clarifications are required or doubt arises as to the interpretation of anything included in the proposal, the Bidder(s) shall, on receipt of written request from the Authority, furnish such clarification to the satisfaction of Authority within two (02) working days without any extra charge.

3.12 Download of RFP document

The RFP Document can be downloaded from the following websites:

- <https://www.oidc.nprocure.com>
- www.daman.nic.in
- www.diu.gov.in

However, the bidders shall apply on-line only. The mandatory documents specified in this document shall also be submitted before the prescribed dates physically in the office of the OIDC at the following address:

The General Manager, OIDC Ltd,
Plot No. 35,
Somnath,
Nani Daman.
Daman – 396 210
Tel: 0260 -2241120 / 2244731 Fax: 0260 – 2241108

At the same time, it shall be the responsibility of the bidders to make the payment of the RFP document of Rs. 4,000/- in the form of DD only along with the mandatory documents.

3.13 Proposal Validity Period

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

3.14 Presentation

The Firm / Company will have to make a presentation of the Technical Proposal to the OIDC. The presentation shall cover in sufficient detail the appreciation of the Festival, conceptual design, proposed organizational structure, work plan, implementation strategy etc. The objective of the presentation is to evaluate the Company regarding their understanding and preparations for providing Hot Air Ballooning during the Festival and get clarifications, if any, as required by the OIDC. The date and venue of presentation is as per this RFP.

3.15 Preparation of Proposal

3.15.1 Bidders are requested to submit their proposal in English language and strictly in the formats prescribed online in this RFP. The Authority will evaluate only those proposals that are received in the specified format and complete in all respects.

3.15.2 In preparing their Proposal, Bidders are expected to thoroughly examine the RFP document. Material deficiencies in providing the information requested may result in rejection of a proposal.

3.15.3 The bid document must be duly numbered and indexed with spiral binding. Each page of the submission shall be initialed by the Authorized Representative of the Bidder.

3.15.4 While preparing the Technical Proposal, Bidders must give particular attention to the following:

i) The team leader proposed must be a permanent full time employee of the firm. It is desirable that the other key staff be either permanent full time employees of the Firm / Company or have a dedicated full time contract to work on this project.

ii) Bidder is to ensure that the time allocated for the proposed key staff does not conflict with the time allocated or proposed for any other assignment.

iii) The composition of the proposed Team and Task Assignment to individual personnel be clearly stated.

iv) The personnel proposed should possess good working language of English language.

v) No key personnel should have attained the age of seventy (70) years at the time of submitting the proposal. The Authority reserves the right to ask for proof of age, qualification and experience at any stage of the project.

vi) A firm can bid for the project as a sole consultant. No Joint Ventures / Consortiums are allowed.

3.16 Non-Conforming Bid

Any bid may be construed as a non-conforming bid and ineligible for consideration if it does not comply with the requirements of this RFP. In addition, bids that appear to be "canned" presentations of promotional materials that do not follow the format requested in this RFP or do not appear to address the particular requirements of the task may also be disqualified.

3.17 Disqualification

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

a) Bid not submitted in accordance with this document.

b) The bidder qualifies the bid with his own conditions.

c) Bid is received in incomplete form.

d) Bid is received after due date and time.

e) Bid is not accompanied by all requisite documents.

f) Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any

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

4. Terms of Reference

4.1 Introduction

Omnibus Industrial Development Corporation of Daman & Diu and Dadra & Nagar Haveli Limited, (OIDC Ltd), a Govt. Undertaking is the nodal agency for tourism and infrastructure development in the Union Territory of Daman & Diu and Dadra & Nagar Haveli. OIDC Ltd has emerged as a truly Omnibus Corporation performing multifarious functions. The main activities performed by OIDC Ltd in the UT of Daman & Diu and Dadra and Nagar Haveli are:

- 1) Development of industrial estates
- 2) Supply of quality liquor
- 3) Housing for EWS
- 4) Infrastructure development
- 5) Development of tourism infrastructure

OIDC Ltd, (herein after referred to as “Authority”) intends to develop and execute Diu International Festival 2015 in Diu of international standards. Authority proposes to procure the services of a Company for providing Hot Air Ballooning with proper planning, structuring and execution / implementation of the Diu International Festival 2015.

For the said Festival, the services of the Company will be required on a turn-key basis from date of signing of the Agreement till 120 days after the conclusion of the proposed event. Whilst the proposed event shall be held from December 01, 2015 to February 15, 2016, the task would begin forthwith with the execution of the Agreement and the Company will assist in all matters of the Festival Planning including but not limited to setting up of the adventure zone for Hot Air Ballooning along-with professional and experienced manpower for maintenance and operations, Safety, Security, Emergency facilities, licenses, infrastructure development, permissions, warranties and undertakings required to be obtained from various agencies and vendors / players at various stages. The entire range of activities given hereinafter is required to be carried out by the Company. **The entire range of activities specified in Clause 2.3 of this RFP is required to be carried out by the Selected Company.**

In order to implement the aforementioned Festival in a planned, professional and efficient manner, OIDC requires services of a Company on a turn-key basis for end to end project development and implementation. The services to be rendered by the Company will include but not limited to concept development, comprehensive planning of layout, areas & services etc., project feasibility & structuring, financial modeling, project monitoring, contracting with suppliers, overall implementation, management of guests, logistics & inventory, Logistics, management & operations, back-office management & operations, power & power back-up, management of activity areas, safety & security, etc.

The appointment of the Company shall be made on Combined Quality cum Cost Based Selection (CQCCBS) and procedures described in this RFP.

4.2 Objective

The objective of this is to successfully develop, transform and create Diu as an important and niche destination besides putting Diu in the World Tourism Map.

The proposed event aims to create further awareness amongst tourists, increase flow of international visitors, project Diu as a viable investment destination for the Tourism Industry, boost local economy, and effectively project Diu as a premium and niche destination to the global audience.

The event will further help create and consolidate critical infrastructure for Destination Diu which are essential for development of any major tourist destination.

The Hot Air Ballooning in Diu will be the first of its kind ever attempted in Diu and aims to augment existing Water Sports Activities which is environment friendly and conforms to all standards of CRZ norms and practices thereby offering a new level of high octane adventure and activity option to the visitors.

4.3 Methodology

This will vary for each component of the contract. However, the following cardinal principals would be followed:

- (i) Technical Capability of the Company to deliver Hot Air Ballooning of International Level
- (ii) Concept
- (iii) Project Cost and Feasibility
- (iv) Best Practices elsewhere

4.4 Working Conduct

The Company will work in close association with the Authority which is the implementing agency to take this work forward. Close collaboration will be required with other consultants, vendors and implementing partners working on other components in the project.

4.5 Scope of Work

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

- i) Preparation and presentation of a detailed plan on the management of the various areas, services and activities of the Project including Layout, Development & Execution.
- ii) Design, Photos and Technical Specification of Structures.
- iii) Concept branding and hoardings onsite and at various other locations

- iv) Concept Designs in 3D of the specific Adventure Areas, and of various components for which technical evaluation is to be done numerically
- v) Power distribution and cabling and equipment details
- vi) Manpower Deployment Plan during setup phase and during festival period. Adequate manpower for all areas as advised by the Authority to be deployed and kept as back up.
- vii) Specifications of Platforms
- viii) Specifications of equipment and ropes / cables to be used
- ix) Specifications of Hot Air Balloon and Setup with comprehensive details of the Balloon Make, Quality, Warranties, Propane, Stability, Range etc.
- x) **MINIMUM TECHNICAL DETAILS FOR HOT AIR BALLOONING**

| Sr. No. | Items | Details |
|-----------------------------------|----------------|--|
| HOT AIR BALLOON (TETHERED) | | |
| 1 | Balloon Type | 770000/900000 CC balloon with carry basket |
| 2 | Capacity | Minimum 3+1 Passenger |
| 3 | Burners | Burners using LPG / Propane |
| 4 | Flight Details | Tethered flight with 3 rope anchors for maximum height 200 ft. |

- xi) Environment Compliance Plan
- xii) Specifications and details of 100% power back-up plan
- xiii) PA System
- xiv) Details of Health and Medical Professionals who will be dedicated to this event
- xv) Contingency for Accidents and Evacuation Plan
- xvi) Emergency Response System and Plan
- xvii) Details of Medical Inspection (M.I.) Room
- xviii) Details of Insurance of the equipment
- xix) Details of Medical Insurance and Public Liability Insurance of Rs. 1 Cr.
- xx) All the equipment in excellent working condition with technical manpower support and also certified by a qualified engineer

- xxi) The transportation installation & dismantling of materials
- xxii) Maintenance, Safety & Security
- xxiii) The date of the festival is December 01, 2015 to February 15, 2016, subject to minor modifications. The complete site will be required in functioning / working condition as mentioned herein like 7-days prior to start of event after conclusion of testing.
- xxiv) Bidder's plans / presentations / nos. are always subject to modification by the Authority keeping in mind the changing needs of the event.
- xxv) The Work will entail set up of an office at the site, which will require deputation of staff in advance as well as during the event to manage box office and other areas.
- xxvi) The Bidder will supply, control and manage the temporary manpower required to discharge various project related works.
- xxvii) The Bidder will present a plan on the management of the areas and get it approved from the organizing committee. All the equipment should be of brands as specified in excellent working condition with technical manpower support and also qualified engineer to certify
- xxviii) All equipment / facilities to be in working condition 7 days prior to event date for testing purpose.
- xxix) The Scope of Services specified in this Clause are not exhaustive and the Company shall undertake such other tasks as may be necessary to successfully implement the event.

4.6 Period of Engagement

Work will start from Date of Issuance of LoA and continue until 31st March, 2016.

4.7 Period of Construction / Set-up

- i. Construction / Set-up period shall be staggered from 1st October 2015 to 23rd November 2015
- ii. Handover of all finished structures / complete site will be 24th November 2015 unless specified otherwise

4.8 Use of Event Documents and Information

(1) Bidder shall not, without prior written consent from the Authority, disclose the Contract, or any provision thereof, or any specification, plan, pattern, sample or information furnished by or on behalf of the Authority in connection therewith, to any person /agency in the performance of the Contract.

(2) All project related documents issued by the Authority, other than the Contract itself, shall be the property of the Authority and shall be returned (in all copies) to the Authority on completion of the work under the Contract.

(3) Copyright of all the plans / documents lies with the Authority and Bidder cannot exercise any rights on the documents. No information should be made public either directly or indirectly nor allowed to be accessed by an unauthorized person.

(4) In any circumstances, for any conditions breach on developer's behalf, Bidder will be fully responsible for the same and if required, the Authority may levy penalty for the same and / or any legal or administrative action taken against the developer.

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

4.9 Maintenance of Facility

Bidder who qualifies shall be responsible for storage, maintenance and safety of all materials that is procured, manufactured or fabricated in the interim period of award of the contract and set up at the venue.

4.10 Completeness of Work

All sundry fixtures and fittings, assemblies, accessories, hardware items, foundation bolts, termination plugs for electrical connections as required, and all other sundry items which are useful and necessary for proper assembly and efficient working of the various components of the work shall be deemed to have been included in the tender, whether such items are specifically mentioned in the tender documents or not.

After conclusion of the event, dismantling and removal of all material from the site and restoration of the soil which shall also be done within 15 days of completion of the Event.

4.11 Tools for Handling and Erection

All tools and tackles required for handling of equipment and materials at site of work as well as for their assembly and erection, maintenance & security and also necessary test instruments shall be the responsibility of the Bidder.

4.12 Provision for Electricity and Water

Electricity & water shall be arranged by the Authority at strategic locations of the venue. However further distribution arrangement shall be done by the Bidder. All cabling and distribution from the temporary substation at site or across the road is to be arranged by the Bidder. The Bidder shall be liable to pay for electricity and water consumed as per bill raised by the concerned department.

4.13 Site Availability

Bidders must note that the Site is a Government facility and all works to be carried out not disturbing the day to day work of the facility, the Bidder will take all necessary consent and permissions for the same from/through the Authority. All workers would need to carry a photo Identity card of the selected Bidder at all times.

4.14 Precaution at Venue

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

4.15 Maintenance and Security

The Bidders shall be responsible for maintenance of the provided area/venue and will keep the same clean/tidy during the occurrence of the event.

The Bidders shall be responsible for maintenance and watch and ward of the Structures and Equipment and other infrastructure, safety of all fittings and fixtures during the occurrence of the event.

The Bidder would also solely be responsible for all his staff, whether permanent or temporary, and ensure their safety and security. The Authority will not be, under any circumstances, responsible for this.

4.16 Venue Details

Open Land available in front of the Hotel Palms, Nagao Beach, Diu

4.17 Change in Management / Bidder Composition

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

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

- i) Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Application and to cancel or withdraw the RFP process and reject all Applications in full or in part, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.
- ii) The Authority reserves the right to reject any Application, if at any time a material misrepresentation is made or uncovered. This would lead to the disqualification of the Application.

4.19 Dispute Resolution Mechanism

If a dispute of any kind whatsoever arises between the Authority and the Company in connection with or arising out of the BID or the execution of the Logistics, whether during the execution of the Event or after its completion and whether before or after repudiation or termination of the Agreement, including any dispute as to any decision, opinion, consent, expression of satisfaction, approval, determination of value, action or instruction of the Authority, the matter in dispute shall be referred in writing to the Legal Department of the Authority. Not later than 28 days after the day on which it received such reference, the Authority shall give notice of its decision of the same to the Bidder/successful bidder. If such a decision made under this Clause is not acceptable to any party, the U.T. ADMINISTRATION OF DAMAN & DIU shall resolve the dispute except for issues falling under Jurisdiction.

4.20 Other Terms and Conditions

- i) The cables used should be ISI/BIS standard
- ii) All equipment should be ready one day prior to the festival dates in working condition.
- iii) The quantity mentioned in the RFP is as per the scope of work as on date.
- iv) All quantities can be increased or decreased one week prior to the festival or as the case may be.
- v) The all-inclusive rates are to be inclusive of all input costs including but not limited to all equipment costs, management and operations costs and also should include replacement costs of any of the equipment(s) &/or part thereof.
- vi) The all-inclusive rates for Hot Air Ballooning are to be quoted online only and are to be inclusive of all Taxes/VAT/Duties etc. Only Service Tax to be charged extra and shall however be as per rates prevalent at the time of award/execution of work.
- vii) All receipts for the said activities shall be received by OI DC only and the Bidder shall not have any share of the proceeds.

5. Eligibility Criteria

5.1 Conditions of Eligibility of Bidders

The Bidder shall meet the below mentioned criteria:

(a) Technical Capacity:

- (i) The Bidder shall have undertaken a minimum of 3 (three) eligible Hot Air Ballooning assignments as specified hereafter of which at-least 2 (two) should be of minimum Rs. 10 Lacs value each or more.

Eligible assignments:

For the purposes of determining and satisfying Conditions of Eligibility and for evaluating the Proposals under this RFP, the Assignments in respect of Hot Air Ballooning Projects, the following projects shall be deemed as eligible assignments (the "Eligible Assignments").

"Projects from Government / State Government / Semi-Government / PSUs / Departments / Chambers of Industry Associations / Tourism Boards / Companies"

- (ii) The Bidder shall have professional experience of minimum 3-years in the specified field/line of business. The Company which has the work order / Invoice / Agreement shall only be considered for this purpose.

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

- (iv) The Bidder shall have Balloons registered &/or approved by Directorate General Civil Aviation (DGCA) / Non Scheduled Operators Permit (NSOP) issued by DGCA.

(b) Financial Capacity:

The Bidder shall have received a Cumulative Turnover of Rs. 1 Crore (Rupees One Crore) during the last Three financial years preceding the PDD.

5.2 Documents to be submitted by eligible bidders:

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

- i. Tender Fee of Rs. 4,000/- in the form of Demand Draft in favour of OI DC Ltd, payable at Daman
- ii. Earnest Money Deposit of Rs. 1,00,000/- in the form of a Demand Draft drawn on any nationalized / scheduled bank in favour of OI DC Ltd payable at Daman
- iii. Company/Firm Registration Details with certificates
- iv. PAN card details and Service Tax Registration No. / VAT Registration Certificate.
- v. Turnover details of last three years along with CA Certificates. Cumulative Turnover from Adventure Sports during last 3-years should be at least Rs. 1 crore.
- vi. Audited Balance Sheet of the last three years
- vii. Copy of Income Tax Return (ITR) of last three years

6. KEY PERSONNEL

The Selected Company will be required to provide required experienced personnel including experts in the relevant fields as per requirement. The Selected Company shall have sufficient personnel and resources to accomplish all the tasks specified in this RFP. This will require a high degree of management and technical expertise directly related to the implementation of the proposed festival event. The Selected Company is expected to bring together a team of professionals capable of completing all aspects of the assignment.

7. Proposal Evaluation**7.1 Evaluation of Technical Proposals**

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

7.1.2 In case the bidder does not fulfill the Minimum Eligibility Criteria as specified in Clause 5.2, the bid shall be disqualified.

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

| SN | Evaluation Criteria | Scoring Methodology | Maximum Marks | | | | | | | | |
|------------------------|---|--|----------------------|--------------|-----------|---|------------|----|-------------------|----|----|
| 1. | Technical Capacity of the Bidder | | 60 | | | | | | | | |
| 1.1 | No. of Additional Projects undertaken | a) Additional Number of assignments of minimum Rs. 5 lacs undertaken by the applicant as specified in Clause 5.1 shall be awarded marks as under: <table border="1" style="margin-left: 20px;"> <thead> <tr> <th>Addl. Project</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1 Project</td> <td>5</td> </tr> <tr> <td>2 Projects</td> <td>10</td> </tr> <tr> <td>3 & more Projects</td> <td>15</td> </tr> </tbody> </table> | Addl. Project | Marks | 1 Project | 5 | 2 Projects | 10 | 3 & more Projects | 15 | 15 |
| Addl. Project | Marks | | | | | | | | | | |
| 1 Project | 5 | | | | | | | | | | |
| 2 Projects | 10 | | | | | | | | | | |
| 3 & more Projects | 15 | | | | | | | | | | |
| 1.2 | Relevant Experience | a) Above 3 yrs – 5 yrs 05 Marks b) Above 5 yrs – 10yrs 10 Marks c) Above 10 years 15 Marks | 15 | | | | | | | | |
| 1.3 | Cumulative Turnover of Company | a) Above Rs. 1 Cr – 2 Cr 05 Marks b) Above Rs. 2 Cr – 3 Cr 10 Marks c) Above Rs. 3 Cr 15 Marks | 15 | | | | | | | | |
| 1.4 | Awards | Minimum 1 National / International Award / Certificates from Association (any one) | 15 | | | | | | | | |
| 2. | Presentation | | 40 | | | | | | | | |
| 2.1 | Presentation reflecting Concept, Proposed Methodology & Work Plan | Evaluation will be based on the quality of presentation. The presentation should cover the following in sufficient detail: | | | | | | | | | |
| | a) Detailed Project Layout Presentation, Project Development & Execution Plan covering the following:- Concept design in 3D for Adventure Areas including Design Photos and Technical Specification of Structures, Power distribution and cabling and equipment Details, Manpower Deployment Plan including Engineers', Designers' Team & Rescue / Emergency Response Team which will be dedicated to this event etc. | | 20 | | | | | | | | |
| | b) Specifications of Hot Air Balloon including Maintenance, Safety & Security; Concept branding and hoarding designs; and Environment Compliance Plan | | 20 | | | | | | | | |
| Total (1 + 2) | | | 100 | | | | | | | | |

Note:

- In case the Company fails to submit the documentary proof in respect of above, then the Company will not be allotted proportionate marks in respect of the unavailable documentary proof for that particular item/criteria.

7.2 Evaluation of Financial Proposal:

7.2.1 In the second stage, the financial evaluation will be carried out as per this Clause

7.2. Financial Proposal will be assigned a Financial score (FS).

7.2.2 For financial evaluation, the total cost indicated in the Financial Proposal for all the services will be considered.

7.2.3 The OI DC Ltd will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services for each services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the scope of work within the total quoted price shall be that of the Selected Company. The lowest Financial Proposal (FM) will be given a financial score (FS) of 100 points. The financial scores will be computed as follows:

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

(FS = Financial Score)
(FM = Amount of Lowest Financial Proposal)
(F = Amount of Financial Proposal quoted by the Company)

7.3 Combined and Final Evaluation:

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

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

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

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

7.3.3 The Selected Bidder will be the first ranked Bidder having the highest final combined score. The second ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws, or fails to comply with the requirements specified in the RFP, as the case may be.

7.4 Negotiations

Negotiations will be scheduled with the first ranked bidder. If negotiations do not reach any conclusions with the first ranked bidder, the Authority may then invite the second ranked bidder for negotiations.

7.5 Commencement of Services

The bidder with whom the negotiation is successful shall be issued the Lol. On issue of Lol the bidder shall have to enter into a contract with the Authority on or before next 15-days from the date of receipt of such Lol.

8. PAYMENT SCHEDULE AND TIMELINE

8.1 Payments

The Bidder who successfully qualify, and selected to work on the Project would be paid as per the terms agreed with the successful bidder.

| Payment | Time Limit |
|-------------------------------------|---|
| 25% of the Fee Quoted by the Bidder | On Signing of the Agreement |
| 15% of the Fee Quoted by the Bidder | On Commencement of work on site |
| 30% of the Fee Quoted by the Bidder | 30 days prior to the inaugural date of the event |
| 20% of the Fee Quoted by the Bidder | 45 days after the inauguration of the event |
| 10% of the Fee Quoted by the Bidder | Within 15 days from the date of completion of event |

8.2 Additional Work

If, in the opinion of the Authority, it is necessary to carry out any work outside of the Terms of Reference for the purposes of the Assignment in addition to the Services, the Bidder, shall carry out such additional work and with the prior authorization of the Authority. Fees for such additional work shall be decided by mutual agreement at rate similar to that finalized for other similar project.

9. MISCELLANEOUS

i. The Selection Process shall be governed by, and construed in accordance with, the laws of UT of Daman & Diu and Dadra & Nagar Haveli and the Courts at Daman shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process and execution of the project.

ii. The O IDC Ltd, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

(a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

(b) consult with any Bidder in order to receive clarification or further information;

(c) retain any information and/or evidence submitted to the O IDC Ltd by, on behalf of and/or in relation to any Bidder; and/or

(d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

iii. It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the O IDC Ltd, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or

liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

iv. All documents and other information supplied by the OI DC Ltd or submitted by a Bidder shall remain or become, as the case may be, the property of the OI DC Ltd. The OI DC Ltd will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.

v. The OI DC Ltd reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

vi. After selection, a Letter of Award (LOA) shall be issued in duplicate, by OI DC to the Selected Bidder and the Selected Bidder shall sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event of the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Bidder may be considered.

vii. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement and the Selected Bidder shall not be entitled to seek any deviation in the Agreement.

viii. The Bidder shall commence the work within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Bidder fails to either sign the Agreement or commence the assignment as specified, the OI DC may invite the second ranked Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled / terminated.

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

x. Authority will have the right to terminate the contract by giving thirty (30) days written notice. In the event of termination for no fault of Bidder, the Authority will reimburse all the expenses incurred by the Bidder (upon submission of proof) including closing up of the Project. If the contract is terminated due to the fault of the Bidder or in case of termination of the contract by the Bidder not attributable to the Authority, the Authority will forfeit the performance security of the Bidder.

xi. OI DC Ltd reserves the right to add or reduce the scope of work at its discretion.

xii. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.

xiii. A Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.

xiv. Force Majeure

Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.

A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal as soon as possible.

xv. Arbitration

Hon'ble Courts of Daman shall have the jurisdiction and the venue of arbitration shall be Daman and will be governed by provisions of the Indian Arbitration & Reconciliation Act.

10. LIQUIDATED DAMAGES AND PENALTIES

10.1 Liquidated Damages

10.1.1 Liquidated Damages for error/variation

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

10.1.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 2% (two per cent) of the Agreement Value per day, subject to a maximum of 25% (twenty five per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Bidder, suitable extension of time shall be granted.

10.1.3 Encashment and appropriation of Performance Security

The OI DC Ltd shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Bidder in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 1

10.1.4 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 10, warning may be issued to the Bidder for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Event or on the reputation of the OI DC Ltd, civil, criminal and other penal actions including debarring for a specified period may also be initiated as per policy of the OI DC Ltd and blacklist the Bidder for all future projects.

11. Conflict of Interest

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

11.1.2 The Bidder and its Affiliates not be otherwise interested in the Project

The Bidder agrees that, during the term of this Agreement and after its termination, the Bidder shall be disqualified from providing goods, works, services, loans or

equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction therein shall not apply after a period of three years from the completion of this assignment or to agency/consulting assignments granted by banks / lenders at any time; provided further that this restriction shall not apply to consultancy / advisory services provided to the Authority in continuation of this Bidder or to any subsequent consultancy / agency services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Bidder shall include a partner in the firm of the Bidder or a person who holds more than 5% (five percent) of the subscribed and paid up share capital of the Bidder, as the case may be & any associate thereof.

11.1.3 Prohibition of conflicting activities

The Bidder nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) During the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement
- (b) After the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) At any time, such other activities as have been specified in the RFP as Conflict of Interest.

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

11.1.5 Without prejudice to the rights of the Authority under Clause above and the other rights and remedies which the Authority may have under this Agreement, if the Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or

before or after the execution of this Agreement, the Bidder shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

11.1.6 The following terms shall have the meaning hereinafter respectively assigned to them:

(a) **“corrupt practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment 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 Selection Process or LOA or dealing with matters concerning the Agreement 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 Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser to the Authority in relation to any matter concerning the Project.

(b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) **“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 Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;

(d) **“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 Selection Process; or (ii) having a Conflict of Interest; and

(e) **“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 Selection Process.

11.1.7 Disclosure obligation

Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Authority, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract.

12. IMPORTANT DATES FOR SUBMISSION OF PROPOSAL

| TIMELINES FOR THE RFP | | |
|--|-------------|-------------|
| Item | Date | Time |
| Bid Document Downloading Starts | 16/09/2015 | 18.00 hrs |
| Pre-Bid Conference at Conference Hall, Secretariat, Moti Daman | 21/09/2015 | 15.30 hrs |
| Last Date for Online Submission of Bids | 23/09/2015 | 17.30 hrs |
| Last Date of submission of Hard Copy of Technical Bids | 23/09/2015 | 17.30 hrs |
| Technical Bid Opening | 24/09/2015 | 10.00 hrs |
| Presentation at Conference Hall, Secretariat, Moti Daman | 28/09/2015 | 10.30 hrs |
| Financial Bid Opening | 29/09/2015 | 11.30 hrs |

The dates mentioned above are subject to change at OI DC's discretion with prior notice to the Bidders. No offer will be accepted after the Proposal Due Date (PDD)

(Prashant Kumar)
General Manager, OI DC

13. Technical Proposal: Standard Forms

Bank Guarantee for Performance Security

To
The Managing Director,
OIDC Ltd,
Daman

In consideration of _____ acting on behalf of the Omnibus Industrial Development Corporation of Daman & Diu and Dadra and Nagar Haveli Ltd (hereinafter referred as the OIDC Ltd, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s. _____, having its office at _____ (hereinafter referred as the "Company" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the [OIDC Ltd]'s Agreement no. _____ dated _____ valued at Rs. _____ (Rupees _____), (hereinafter referred to as the "Agreement") Hot Air Ballooning for Diu International Festival 2015 and the Company having agreed to furnish a Bank Guarantee amounting to Rs. _____/- (Rupees _____Lacs Only) to the [OIDC Ltd] for performance of the said Agreement. (The Bank Guarantee should be 5% of the Agreement Value rounded off to the next Lac).

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

2. We, _____(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the [OIDC Ltd] stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the [OIDC Ltd] by reason of breach by the said Company of any of the terms or conditions contained in the said Agreement or by reason of the Company's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this

Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____/- (Rupees _____ Lacs Only).

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

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

5. We, _____ (indicate the name of Bank) further agree with the [OIDC Ltd] that the [OIDC Ltd] shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Company from time to time or to postpone for any time or from time to time any of the powers exercisable by the [OIDC Ltd] against the said Company and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Company or for any forbearance, act or omission on the part of the [OIDC Ltd] or any indulgence by the [OIDC Ltd] to the said Company or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

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

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

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

For

Name of Bank:

Seal of the Bank:

Dated, the day of, 20

(Signature, name and designation of the authorized signatory)

NOTES:

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

APPENDIX-I

TECHNICAL PROPOSAL

Form-1

**Letter of Proposal
(On Bidder's letter head)**

(Date and Reference)

To,
The General Manager (Project),
OIDC Ltd,
Plot No. 35,
Somnath,
Nani Daman,
Daman – 396 210.

Sub: Appointment of Company for Providing Hot Air Ballooning during Diu International Festival 2015.

Dear Sir,

1. With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection of a **Company for Providing Hot Air Ballooning during Diu International Festival 2015**. The proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment of a **Company** for the aforesaid Project.
4. I/We shall make available to the [OIDC Ltd] any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I/We acknowledge the right of the [OIDC Ltd] to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates 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, 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 RFP Documents, including any Addendum issued by the OIDC Ltd;
 - (b) I/We do not have any conflict of interest in accordance with Clause 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 the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the [OIDC Ltd] 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 the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the **Company**, without incurring any liability to the Bidders in accordance with Clause of the RFP document.

9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the in connection with the selection of **Company** or in connection with the Selection Process itself in respect of the above mentioned Project.
13. The EMD of Rs. 1,00,000/- (Rupees One Lac only) in the form of a Demand Draft is attached, in accordance with the RFP document.
14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the **Hot Air Ballooning** for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 365 (three hundred sixty five) days from the Proposal Due Date specified in the RFP.
16. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 2.
17. In the event of my/our firm being selected as the **Company**, I/we agree to enter into an Agreement with the OI DC Ltd.

18. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the [OIDC Ltd] or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Contract / Project.
19. The Financial Proposal is being submitted ONLINE. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

APPENDIX-I

Form-2

Power of Attorney

Know all men by these presents, we, _____(name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / Ms. _____ son/daughter/wife of _____ and presently residing at _____, who is presently employed with us and holding the position of _____ as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the **Company for Providing Hot Air Ballooning during Diu International Festival 2015**, proposed to [be organized by the Omnibus Industrial Development Corporation of Daman & Diu and Dadra and Nagar Haveli Ltd] including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the [OIDC Ltd], representing us in all matters before the [OIDC Ltd], signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the [OIDC Ltd] in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the [OIDC Ltd].

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

IN WITNESS WHEREOF WE, _____THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____DAY OF _____, 2015

For _____
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized Accepted

(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (Rupees One Hundred) and duly notarized by a notary public. Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

APPENDIX –I

Form 3

ORGANIZATION AND EXPERIENCE

(a) Organization details:

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

Your Name (Company or Individual) _____

Parent Company (If Applicable) _____

Your Address _____

Contact Name _____

Contact Telephone Number(s) _____

E-Mail Address _____

(b) Years in Business _____

(Please attach scanned copy of Certificate of Incorporation)

(c) Turnover:

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

One year ago?

Two years ago?

Three years ago?

Please attached CA Certificate alongwith audited balance sheet for each year

(d) Company's Experience

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

(1) Details of Eligible Assignments:

| Sr. No. | Eligible Assignment Name | Year of Eligible Assignment | Name of Client | Value of Eligible Assignment in Rs. |
|----------------|---------------------------------|------------------------------------|-----------------------|--|
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(2) Details of Other Assignments:

| Sr. No. | Other Assignment Name | Year of Other Assignment | Name of Client | Value of Other Assignment in Rs. |
|----------------|------------------------------|---------------------------------|-----------------------|---|
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Note: Please provide documentary evidence from the client i.e. copy of work order, contract for each of above mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

(e) Awards:

[Please provide details of awards won by your company, if any. You are requested to upload scanned copy of the award certificate along-with the Technical Bid].

**Name and Signature of
Authorized Signatory**

APPENDIX-I

Form-4

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND
DECLARATION THEREOF**

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

**Authorised Signatory
[In full and initials]**

Name:

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Title of Signatory:

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Name of Firm:

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APPENDIX-I

Form- 5

FORMAT FOR FINANCIAL PROPOSAL (ON-LINE ONLY)

Name of the Project:

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Fees: Rs. (In Figures)

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

Name of the Bidder(s)

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Signature of the Authorized Person

Name of the Authorized Person

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