



GOVERNMENT OF JAMMU AND KASHMIR



TENDER DOCUMENT

FOR

OUTSOURCING OF ASSETS

ON

LEASE HOLD BASIS

UNDER

BHADARWAH DEV. AUTHORITY

BHADARWAH

Chief Executive Officer,
Bhadarwah Dev. Authority
Bhadarwah

**ISSUE OF BIDDING DOCUMENTS FOR OUTSOURCING OF ASSET ON
LEASE HOLD BASIS FOR A PERIOD OF ONE YEAR UNDER
BHADARWAH DEVELOPMENT AUTHORITY**

Reference to the Bidding Notice NIT _____ of _____ dated _____/2015.

Issued to :- _____ Parentage : _____ Address : _____ _____
S. No. of bidding notice : _____ <u>Name of Asset:-</u> _____ _____ _____
Period of outsource:- _____
Cost of tender document: Rs _____
Received vide G.R. No _____ dated _____
CDR No and Date _____ Name of Bank : _____
PAN No _____ TIN No : _____

**Chief Executive Officer,
Bhadarwah Dev. Authority
Bhadarwah**

SCHEDULE OF DATES

1. NIT NO. _____

2. Name of assets _____

3. Sale of tender _____

4. Receipt of sealed tender
under registered cover _____

5. Opening of technical and
financial bid of eligible
bidder. _____

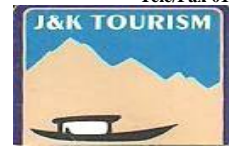
**Chief Executive Officer,
Bhadarwah Dev. Authority
Bhadarwah**

Signature of the tenderer

Date: _____



GOVERNMENT OF JAMMU AND KASHMIR
OFFICE OF THE CHIEF EXECUTIVE OFFICER,
BHADERWAH DEVELOPMENT AUTHORITY
BHADERWAH, DISTRICT DODA.



Tele/Fax 01997-244049

NOTICE INVITING TENDER
NIT No 04 of 05/2015

For and on behalf of Governor of Jammu and Kashmir State, Chief Executive Officer Bhadarwah Development Authority invites sealed tenders bids for outsourcing of tourism assets on lease hold basis with minimum reserved price bid of premium as shown against each assets as mentioned below.

S. No	Name of assets and location	Cost of tender document	Last date of receipt of application and issue of tender document	Lease period	Minimum reserved price bid	Earnest money to be deposited @ 10%
1	Entry ticket counter, Paddle boats and Parking yard at lake view resort Gatha, Entry ticket, parking yard at forest view park Khellani & Entry ticket and parking yard at park Nalthi	2000.00	11-05-2015	One year	Rs 4.90 lacs	0.49 lacs

Terms and Conditions:-

1. The tender Documents can be had from the office of the Chief Executive Officer, Bhadarwah Development Authority, Bhadarwah, District Doda, J&K, against payment of specified cost (nonrefundable) in cash or by bank draft or the same can be downloaded from our official website **www. bhadarwahheavens.com** and the cost of tender document of specified amount (nonrefundable) shall be accompanied with the tender of dated up to 11-05-2015.
2. The tenderer should possess PAN number.
3. The bid should be addressed to the Chief Executive Officer Bhadarwah Development Authority and sent under registered cover which should be reached in this office on or before 14-05-2015 up to 2 pm.
4. The bid must be accompanied by earnest money in the form of call deposit receipt for amount shown against the work of any scheduled bank pledged to Chief Executive officer Bhadarwah development Authority without which no tender shall be entertained.
5. The bid will be opened by the Provincial level outsourcing committee headed by Director Tourism Jammu in his office chamber in the presence of contractor/bidder or their authorized representative who may like to be present.
6. The successful bidder have to provide bank guarantee certificate of his bid amount before execution of agreement and issuance of allotment order.
7. The court fee for the agreement as per licensee deed received from Director Tourism Jammu and the other terms and conditions of NIT/Tender document, stamps duty and other fee under rules shall be borne by the successful bidder.
8. All other general terms and conditions can be seen in the office of the undersigned on any working day during office hours.

Sd/-
Executive Engineer
Bhadarwah Dev. Authority

No : BDA/2015-16/132-143

Dated: 01-05-2015

TECHNICAL BID

Name of Assets: _____

1. The tenderer should submit the audited annual account if it is a limited company for the proceeding one year, for other accounts certified by the auditors, or income tax return or other relevant document to be furnished.
2. The tenderer should produce the solvency certificate equivalent to 2 times the amount quoted by him in the tender.
3. Should furnish PAN card.

**Chief Executive Officer
Bhadarwah Dev. Authority**

Signature of the tenderer

Date: _____

FINANCIAL BID
FRANCHISE OFFER FOR ONE YEAR

Name of Asset: _____

Rs. _____

(Rupees _____)

1. The bidder is requested to inspect the existing premises and acquaint himself before bidding for the property.

I certify that I have gone through the Tender conditions listed. I have understood the terms and conditions.

I agree to abide by the terms and conditions prescribed in this tender document.

Signature of Bidder

Name _____

Address _____

Terms and Conditions:-

1. The tenderer/Authorized signatory of the company/firm should sign at the bottom space of the pages of the tender document.
2. The earnest money deposit in the shape of CDR of successful tenderer shall be released only after the contract period is over and will not carry any interest.
3. Earnest money deposit of the successful bidder shall be forfeited in the event of withdrawal of his bid before the bid validity period or in the event of failure of the successful bidder to furnish the bid security or to execute the agreement within the specified period. In addition to the forfeiture of earnest money deposit steps to be taken to blacklist the defaulters.
4. The Earnest Money Deposit in the shape of CDR of unsuccessful tenderers will be released after a decision taken on the tender.
5. All columns in the tender document shall be duly, properly and exhaustively filled in ink. The rate shall be entered in words also underneath the figures. No alteration in the description of the document shall be permitted. All corrections should be authenticated under the full signature of the tenderer. In case of variations in the rate quoted in words and in figures, the rate quoted in words only will be taken into consideration.
6. The tender shall be valid for 90 days from the date of opening of Price Bid.
7. In exceptional circumstances, the Chief Executive Officer, Bhadarwah Development Authority, Bhadarwah may solicit the bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided shall be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder granting the request is not required or permitted to modify his bid.
8. During evaluation of bids, the Committee may, at its discretion, ask the bidder for clarification of his bid.
9. The Committee will scrutinize the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from representatives, without proper authorization from the tenderer shall be treated as non-responsive.
10. No bidder shall contact the Chief Executive Officer Bhadarwah Development Authority on any matter relating to its bid from the time of bid opening till the contract is awarded.
11. Any effort by a bidder to influence the Chief Executive Officer, Bhadarwah Development Authority, Bhadarwah in bid evaluation, bid comparison or contract award decisions may result in rejection of his bid.
12. The Tender submitted beyond the date and time fixed shall be summarily rejected.
13. The papers of the Technical bids should be numbered serially by the tenderer himself in ink.
14. Bids will be received by Chief Executive Officer Bhadarwah Development Authority, Bhadarwah at the address specified, not later than the time and date specified in the Invitation of Bids. In the event of the specified date for the submission of bids being

declared a holiday, the bids will be received up to the appointed time on the next working day.

15. Any postal delay or loss in transit will not bind the committee to entertain the bids.
16. The committee reserves the right either to accept or reject any or all the tenders at any time prior to awarded of contract without assigning any reason thereof.
17. The successful bidder will have to enter into an agreement with this authority as per the license deed & other terms and conditions depicted in the NIT/Tender document
18. The allottee shall be responsible for the maintenance of the premises and he shall repair the premises if any from his own, if he fails to do so in reasonable time the same shall be done by the Bhadarwah development Authority itself and amount shall be recovered from either from the earnest money/bank guarantee or by termination of the contract and re-entering the premises
19. The successful bidder will have to deposit bid amount which is detailed as under:-

Lease period for one year.

- (i) 1st installment @ 50 % of the total offered bid amount at the time of issue of allotment order (within seven days).
 - (ii) 2nd installment @ 25% of total offered bid amount on completion of four months . (within seven days).
 - (iii) 3rd installment @ 25% of total offered bid amount on completion of eight months (within seven days).
20. The franchisee should operate the unit on continuous basis throughout the franchise period. If the franchisee fails to run the unit for a period of three months continuously, the franchiser shall issue a notice to the franchisee and if the franchise fails to operate the unit even after one month on receipt of the notice the franchisor shall re-enter premises and resume the possession and operation of the unit without further notice.
 21. The bank guarantee equivalent to the 5% of the bid amount should be furnished by the franchisee at the time of taking over the possession of the assets by the franchisee.
 22. All sections, permissions, no objections, letters of intent, consents, licenses, clearances, approvals etc, shall be obtained by the franchisee at his cost and such document shall be kept effective and in force at all material times.
 23. In case of termination by the contractor, the earnest money and bank guarantee money shall not be refunded by the Bhadarwah Development Authority Bhadarwah at all to the Contractor.
 24. The successful bidder shall be bound to engage trained swimmers for rescue. In case of any mishap the successful bidder shall be fully responsible. Further the successful bidder shall make life jacket during boating readily available and ensure that visitor enjoying boating wears life jackets.
 25. The successful bidder shall not exceed the sitting capacity of the boat and if found so shall be panelized and in case of any untoward incident the successful bidder shall be responsible and criminal proceedings shall be carried as per law.

26. The successful bidder shall repair the boats as per requirement from his own pocket .
27. The successful bidder shall take care of the boundary wall of the lack and shall be responsible for its maintenance. Further the successful bidder shall maintain the parking yard.
28. The officials of BDA/VIP's shall be exempted from entry fee in the parks, the official/officers visiting in the parks in connection with the official duty shall also be exempted.
29. The contractor shall provide 50% rebate to students of official tour/ on entry fee and boating.
30. That any delay in payment of dues on the part of the contractor, any penalty/fine as imposed on the Contractor the same shall be borne and payable by the contractor without any contest, protest whatsoever.
31. That the contractor shall fully & solely liable to pay Income tax, sales Tax or other Taxes imposed by the Central/State Government, Local Authority or any claim raised against the Bhadarwah Development Authority on demand.
32. That the contractor shall not employ to work in the said assets any persons suffering from any contagious or infectious disease. For this purpose the Contractor shall obtain a medical certificate for each of its employee from the Hospital/Medical Practitioner when asked to do so.
33. That the Contractor shall fully & solely responsible for the implementation of various labour legislations such as J&K Job/Labour & Commercial Establishment Act, Minimum Wage Act, E.S.I Act, E.P.F Act Rules and By Laws of various Local Bodies/Govt. and he shall be responsible to fulfill the requirements prescribed therein and maintain proper record there and is solely responsible for any violation thereof and in case the contractor is saddle with any liability on account of such failure on the part of the Contractor, the Contractor shall indemnify the Bhadarwah Development Authority to the extent of such liability. Further the Bhadarwah Development Authority shall have no liability whatever to such employee nor the employees shall have any claim for employment in the Bhadarwah Development Authority on premature termination or on expiry of the contract period.
34. That the contractor shall not be entitled to claim any compensation for reduction in license fee on this account from the Chief Executive Officer, Bhadarwah Development Authority, and Bhadarwah Development Authority and shall be in no any obligation to reimburse any part of the same to the Contractor.
35. That the Contractor shall have to strictly comply/abide by all the existing and future rules & regulations of Bhadarwah Development Authority and or provision of J&K, Authorities Act & Rules, by Law & Regulation made there under.
36. That the contractor shall have to use the asset solely for the purpose for which the contract is given.
37. That the Contractor shall not sublet either the whole asset or a portion of the same to any other third party.
38. The contractor shall provide the certificate from police department for non-involvement in antisocial and anti-national activities to be issued not below the rank of gazetted officer.
39. The contractor shall not alter the original shape of the structure of the premises and shall be liable to pay BDA on demand and keep it indemnify against any

- lose/damage or penalty which may be imposed by Bhadarwah Development Authority. (Authority holding property)
40. Under no circumstances alcoholic drinks and other intoxicants shall be served or allowed to consume in and around the assets.
 41. That the Contractor shall not any time so cause or permit any nuisance in or around the said assets which shall cause unauthorized inconvenience or disturbance to the occupiers or any other properties in the neighborhood.
 42. That the Chief Executive Officer, Bhadarwah Development Authority reserves the right to cancel the contract either on the basis of performance or if the party violates any of the conditions as laid down in the agreement.
 43. That the contractor shall have to maintain cleanliness & hygiene of the premises and its surrounding areas at their own cost.
 44. That any other terms and conditions which are not specifically mentioned herein above may be added or incorporated in future, subject to mutual consent of both the parties hereto in consonance with the terms and conditions of this agreement.
 45. That the authority shall be within its right to undertake up any type of repair /construction work of the lake for which the water supply to the lake could remain affected and the successful bidder shall have no claim of any type of the extension of the time period.
 46. The on revocation of the contract or the vacation of the premises by the contractor for any reason whatsoever , the contract shall not remove the premises the furniture and fixtures, moveable type of belongings to the contractor without prior written permission of the Chief Executive Officer BDA and if required the Bhadarwah Development Authority shall have the option to retain the same with payment of compensation as may be mutually agreed upon. In case Bhadarwah Development Authority decided not to retain the same , the contractor will remove the same peacefully and restore the space to the condition existing at the time of taking over of the possession.
 47. That the jurisdiction of all kinds of disputes between the parties to this agreement shall be in Bhadarwah.
 48. That on expiry of the contract or premature termination, the contractor shall hand over the peaceful possession of the asset and clear all dues.
 49. That in the event of any default in clearing the dues whatsoever to the Bhadarwah Development Authority, Bhadarwah Development Authority shall have right to recover the dues from the Bank Guarantee without prejudice to legal action, if any.
 50. Disputes if any arises and could not be resolved mutually, the matter shall be referred to the Commissioner/Secretary to Govt; Tourism & Culture Department, J&K Govt; Civil Secretariat, Jammu/Srinagar or an officer nominated by him for arbitration. The decision of the Arbitrator as above shall be final & binding on both the parties to the contract.

Chief Executive Officer
Bhadarwah Dev. Authority

License Deed.

This deed of License is executed today at Bhadarwah this _____ day of _____-2015 between the Bhadarwah Development Authority on behalf of Governor of Jammu & Kashmir through Chief Executive Officer Bhadarwah Dev. Authority represented by _____ (hereafter referred as "Licensor") which expression shall include his legal representatives, successor, assignees and executor etc on the one part Mr _____ S/o _____ R/o _____ (M/s _____) (hereinafter referred as "Licensee") which expression shall include his successors, assignees, executors etc on the other part.

Whereas, the Licensor in order to outsource its assets at different places including _____ at _____ invited bids vide NIT No _____ dated _____ fixing the criteria & terms and conditions in the said NIT for such outsourcing ; and

Whereas, bids were received from different parties & the outsourcing committee after scrutinizing the bids found M/s _____ as the highest bidder for the _____ site /asset of the Bhadarwah Development Authority who offered an amount of Rs _____ lacs for the said site/ asset for _____ months/years ; and

Whereas the committee came to the conclusion that the asset may be outsourced for the period of _____ years/months to M/s _____ being the highest bidder for the asset/site situated at _____ consisting of _____ rooms as per the terms and conditions to be set out under this Licence deed & those enumerated in the NIT _____ dated _____ ; and

Whereas, accordingly letter of intention (LOI) was issued in favour of the highest bidder M/s. _____ vide no. BDA _____ dated _____ to deposit the 50% of bid amount of Rs _____ of the bid amount of Rs _____ vide G.R No. _____ dated _____ for the assets before allotment/taking over the asset with the stipulation that the balance 50% of the bid amount shall be payable in two installments i.e. 25% of total bid after completion of four months with in seven days and 25 % with in seven days after completion of eight months.

Whereas, M/s _____ S/o _____ deposit the 50% of the bid amount of Rs _____ vide GR No _____ dated _____ which has been acknowledged by the licensor and the Licensee M/s _____ assured that he will deposit the remaining 50% in two installments within the stipulated period of eight months.

Now, therefore, it is hereby agreed by the parties hereto as follows:-

1. That the Licensor hereby handover the possession of the assets/site situated at _____ along with _____ goods /furniture detailed in annexure "A" of this agreement available in the said premises to the Licensee & allow him to use the same for purpose enumerated in the NIT in consideration of Rs _____ per year of which 50% has been deposited by the Licensee vide GR No _____ dated _____ and remaining 50% shall be deposited in two equal installments with in a period of two years period by the Licensee from the date of the possession of the Asset i.e. 25 % with in seven days after completion four months and other 25% with in seven days after the completion Eight months.
2. That the licensor hereby authorize the licensee to hold the said premises for the term of _____ years/months to commence from the _____ day of _____ with an option of renewal (exercisable by the licensor) for which further period not exceeding _____months/years (s) and such enhanced rent as may be determined by the licensor.
3. That the licensee hereby undertakes that he will abide by the conditions detailed in the tender document and the conditions contained in the tender document shall be deemed to form part of this license deed and any deviation from the conditions detailed in tender documents as well as from the conditions of this license deed shall be deemed to conditions of this license deed and would entail the licensee to handover the possession of the licensed premises to the licensee forthwith.
4. That the licensee hereby acknowledges the receipt of the property/ premises as well as goods / furniture detailed in Annexure (A) to this agreement.
5. That the licensee hereby undertakes that he will keep the premises / property in good condition and any damaged to the property/ goods shall be borne out by the licensee.
6. That the licensee shall handover the premises to the licensor in good conditions on the expiry of this license deed on or violation of conditions of this license deed, as the case may be and any damage to the property found by the licensor at the time of taking over the property shall be recoverable from the licensee as double the amount which will be incurred by the license such damages.
7. That the licensee shall not make /carry out any change in the licensed property/premises & shall keep open the property for inspection of the licensor at any time as well as to his representatives, employees, Estates Officer & any other azthorized person of the licensor.
8. That the licensee shall arrange trained & adequate manpower to manage the property & provide necessary arrangements to the customers as per the standards fixed by the licensor & those enumerated in the NIT & shall also make necessary arrangements for housekeeping & up keeping of the premises.
9. That the licensor shall be within his right to cancel the license in case any complaint is received against the licensee that he is not providing adequate

facilities to the customers as per the standards fixed by the licensor or the conduct/integrity of the licensee is becoming doubtful.

10. That the licensee undertakes to abide all the orders/ communications issued by the licensor from time to time & in case the licensor needs the premises for any public purpose, the licensee shall be obliged to handover the licensed property to the licensor without any hesitation forthwith.
11. That the licensee shall provide necessary uniform & name plates to the staff working in the premises & shall be responsible for any act of the staff member & shall be liable for criminal/ civil action under rules/ law
12. That the licensee shall fix pollution free generator backup in the premises so that the customer/visitor do not face inconvenience during power breakdown/failure.
13. That the licensee shall not sublet the licensed premises in any manner & in case it is found, the licensee shall be deemed to have been cancelled & the licensor will be within his rights to take over the possession of the premises & the licensee as well as his manager, and other employees shall be liable for prosecution for criminal negligence & breach of this deed.
14. That the licensee shall be liable to pay all taxes including electricity fee, water tax, and local taxes to the concerned authorities & any non- payment by the licensee shall amount cancellation of this licensee deed.
15. That the licensee in case intends to vacate the licenced premises before the expiry of this deed, he shall have to give three months period notice to the licensor conveying his intention & during this period the licensee shall have to continue & deposit the amount if any outstanding & have to forfeit his security deposit.
16. That the licensee shall not allow any unlawful activity in the premises & in case it is reported that any unlawful activity is or have been conducted/ done by the licensee or his agent or employee or any other person, the licensee deed shall be deemed to have been cancelled forthwith & the licensee shall have to handover the possession of the premises to the licensor forthwith.
17. That the licensee shall be entitled to charge the rates/ rent from the guest as per the rates fixed by the competent authority. i.e. licensor & any overcharging from the guests/ visitors shall amount to cancellation of this licensee deed & the other over charged rates shall be recoverable from the licensee & shall also be liable from criminal proceedings.
18. That the licensor shall be within its rights to cancel this deed at any time subject to giving one month notice to the Licensee conveying intention to take over the licensed premises & in such eventuality the Licensee shall be entitled for refund of the License fee of the period for which he has deposited with the Licensor. In case, the Licensee has not deposited the license fee for the period then no refund shall be given to the licensee.
19. The licensee have to provide the certified copies of the revenue record in respect of immoveable property in his name or the share thereof before issuing allotment . The licensor will be at liberty to recover the default amount if any as arrear of the land revenue.

20. That the licensee agrees to borne the cost of maintenance / repair of the assets belonging to the licensor. In case licensee fails to do so the licensor will do the need full& the amount will be recovered from the licensee in the form of earnest money / bank guarantee.
21. The recovery if any on violation of terms and conditions shall be effected as arrear of the land revenue .
22. That in case of any dispute between the parties here to, the same shall be referred for Arbitration of Administrative Secretary In charge Tourism and Culture Deptt, Govt. of J&K whose decision shall be final and binding upon the parties. The proceeding of the Arbitration shall be conducted under the provision of the J&K , Arbitration and Conciliation Act, 1997 & rules framed there under. The venue of the Arbitration shall be at Jammu/Srinagar depending upon the location of the assets.

Now, therefore, the parties undertake that they have read , understood and agreed that the Licensed deed concluded between them and the terms and conditions contain therein shall be construed with the law of the land and is signed by the parties on the date specified here in above in presence of the witness detailed herein below:-

Signature for and behalf of the
Licensee

Witness

1

2.

Signed for and behalf of
the Chief Executive Officer
Bhadarwah Dev. Authority

Witness

1.

2.

Chief Executive Officer
Bhadarwah Dev. Authority