



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 03 of 07/2018

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

<i>S. No</i>	<i>Name of assets and location</i>	<i>Eligibility Criteria</i>	<i>Minimum reserved price bid for three/one years</i>	<i>Lease/ Franchise period</i>	<i>Last date of receipt of application and issue of tender document</i>	<i>Cost of tender document</i>	<i>Earnest money (@ 10% of price bid)</i>
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>
1	Kiosks / tuck shop No. 1 at Lake View Resort, Gatha	PAN No /Adhaar Card	0.25 Lacs	01 year	30-07-2018	300.00	2500.00
2	Kiosks / tuck shop No. 2 at Lake View Resort, Gatha	PAN No /Adhaar Card	0.25 Lacs	01 year	30-07-2018	300.00	2500.00
3	Kiosks / tuck shop No. 3 at Lake View Resort, Gatha	PAN No /Adhaar Card	0.25 Lacs	01 year	30-07-2018	300.00	2500.00

#### Terms and Conditions:-

1. The bid document can be had from the office of the Chief Executive Officer Bhadarwah development Authority Distt. Doda (J&K) against payment of specified cost (non refundable) as shown above at column number 07 by depositing the cost of tender document in the official account of BDA and the bank receipt shall be accompanied with the application or the same can be downloaded from the official [website www.bhadarwahheavens.com](http://www.bhadarwahheavens.com) by or before **30.07.18 at 1600 hrs.** In case the document is downloaded, the cost of tender document in the form of DD to be drawn in favour of Accounts officer, BDA, Bhaderwah on the receipt of amount to the tune of Rs. 300.00 deposited into BDA A/c No: **0030401000023389** at **J&K Bank, Bhaderwah, IFSC Code No: JAKA0BHADR** to be enclosed along with the tender document at the time of submission.
2. The tender document shall be issued to the bidder only after furnishing PAN NO. and Adhaar Card.
3. The envelope containing technical bid should be addressed to the Chief Executive Officer, Bhadarwah Development Authority, and sent under Registered post which should reach in the office of the Chief Executive Officer Bhadarwah Development Authority on or before **07-08-2018 up to 12.00 pm.**
4. The technical 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 technical bid shall be entertained.
5. The technical / financial bid shall be opened by the committee members headed by Chief Executive Officer, Bhaderwah Development Authority, Bhaderwah **on 07-08-2018 at 02.00 pm** in his office chamber in presence of bidders or their authorized representative who may like to present.
6. The court fee for the agreement as per licensee deed received from Chief Executive Officer, BDA, Bhaderwah and the other terms and conditions of NIT/Tender document, stamps duty and other fee under rules shall be borne by the successful bidder.

7. The successful bidder shall provide TIN No / GST registration within one month after the allotment letter is issued in his/her favour.
8. The tenderer/Authorized signatory of the company/firm should sign at the bottom space of the pages of the tender document.
9. The preference shall be given to the person/bidder who are having experience of running such properties across the country in professional basis.
10. The successful bidder who gets the property allotted shall have to work exclusively for the promotion of Bhadarwah as tourist destination.
11. 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.
12. 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.
13. The Earnest Money Deposit in the shape of CDR of unsuccessful tenderers will be released after a decision taken on the tender.
14. 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 variation in the rate quoted in words and in figures, the tender shall be rejected.
15. The tender shall be valid for 90 days from the date of opening of Price Bid.
16. In exceptional circumstances, the Chief Executive Officer, Bhadarwah Development Authority, Bhadarwah may solicit the bidders consent to an or 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 permitted to modify his bid.
17. During evaluation of bids, the Committee may, at its discretion, ask the bidder for clarification of his bid.
18. 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.
19. No bidder shall contact the Chief Executive Officer or any other officer/official of Bhadarwah Development Authority on any matter relating to its bid from the time of bid opening till the contract is awarded.
20. 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.
21. The Tender submitted beyond the date and time fixed shall be summarily rejected.
22. The papers of the Technical bids should be numbered serially by the tenderer himself in ink.
23. 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.
24. Any postal delay or loss in transit will not bind the committee to entertain the bids.
25. That the contract will automatically stand terminated if the license granted by the Chief Executive Officer is not renewed for the subsequent year without any notice and assets /function will be taken up by the department instantly and his deposit shall be forfeited.
26. 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.
27. 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
28. 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.
29. The successful bidder shall deposit 100 % of the offered bid amount within seven days from date of issuance of the letter of information,( LoI) otherwise next bidder shall be treated as H1 bidder and LOI shall be issued

accordingly in his/her favour with same terms and conditions, without issuing any reminder/notice to H1 bidder.

30. The successful bidder shall need to enter into agreement with BDA before taking possession of building after payment of bid amount in total.
31. 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 franchisee 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.
32. 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.
33. 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.
34. In any case of any complaint (s) by the visitors / tourists or otherwise for not providing proper service/ non maintenance of area /assets or any other negligence on the part of allottee, Chief Executive Officer Bhadarwah Development Authority or any other officer/ official authorized for the purpose by Chief Executive Officer Bhadarwah Dev. Authority ,shall have right to impose penalty(ies) up to Rs 10,000/= (Ten Thousand) on spot depending upon intensity of offence/compliant or to cancel/terminate the contract by issuing only one notice/explanation and not receiving satisfactory reply or to terminate the contract immediately without any notice/explanation letter depending upon the intensity of offence or all aforesaid actions/penalties. In all such case(s); the earnest money deposited or any other due on part of allottee shall be forfeited, besides any one or all the aforesaid penalties.
35. 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.
36. 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, further the allottee shall need to submit the list of employees working / engaged for the purpose alongwith Police verification report individually.
37. 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.
38. 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.
39. That the contractor shall have to use the asset solely for the purpose for which the contract is given.
40. The contractor shall not alter the original shape of the structure of the premises and shall be liable to pay the BDA on demand and keep it indemnify against any loss damage or penalty which may be imposed by the Bhadarwah Dev. Authority
41. That the Contractor shall not sublet either the whole asset or a portion of the same to any other third party.
42. Under no circumstances alcoholic drinks and other intoxicants shall be served or allowed to consume in and around the assets.
43. 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.
44. 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.

45. That if the contractor fails to deposit the installments within one week of due time his contract shall be terminated without any notice and assets /function will be taken by the authority instantly and his CDR shall be forfeited.
46. That on revocation of the contractor or vacation of the premises by contractor for any reason whatsoever the contractor shall not remove from the premises furnishing and fixture , moveable type of belongings to the contractor without prior written permission of the Chief Executive Officer of Bhadarwah Development Authority and if required this authority shall have the option to retain the same with payment of compensation as may be mutually agreed upon. In case the Bhadarwah Development Authority decided not to remain the same t he contractor remain the same peacefully and restore the space to the condition existing at the time of taking over the possession.
47. That the contractor shall have to maintain cleanliness & hygiene of the premises and its surrounding areas at their own cost.
48. That the Contractor will only use commercial gas burners or Electric gadgets for cooking.
49. That the contractor shall display a attractive name board for the premises with mutual consent of Bhadarwah Development Authority.
50. That the contractor shall make the adequate provisions for fire protection, safety fire fighting arrangements as may be prescribed by Chief Fire Officer of Bhadarwah or standard practice prevailing in Jammu or prescribed by any other authority on this behalf at its own cost.
51. That the contractor shall not store any inflammable materials in the premises which may expose it to the risk of a possible fire explosion.
52. That the contractor will have to serve local food/cuisine in the premises and shall use only preferably bio-degradable crockery in the unit. Dish washing should be done in the kitchen pantry area nowhere else.
53. That the successful bidder has to deploy sufficient number of employees with uniform for smooth running, up keeping and parking at the allotted assets.
54. The Contractor shall have to display rate list of items sold or serviced by him for which the rate shall be fixed by the Chief Executive Officer Bhadarwah Development Authority and shall be binding on the contractor.
55. The contractor should employ employee trained hotel Management persons for cooking, Catering and other services.
56. Any damage to the property will invite penalty amounting to double of cost of damages or replacement of the same.
57. In case of any laxity in the smooth running of the job or complaint received the contract will be terminated without giving any notice.
58. 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.
59. 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.
60. That the jurisdiction of all kinds of disputes between the parties to this agreement shall be in Bhadarwah.
61. That on expiry of the contract or premature termination, the contractor shall hand over the peaceful possession of the asset and clear all dues.
62. After completion of contract period bidder shall need to handover the assets viz a viz building sanitary fitting, electrical items, furniture and furnishing etc in the same condition as it was at the time taken over of premises. In case of any damages or repair or otherwise the bidder / allottee shall need to pay the amount / deposit to expenditure incurred by BDA to get the said assets repaired to make it in a working condition.
63. The earnest money shall be released only after the successful completion of contract and handing over assets in the proper working condition for which CEO, BDA shall have to depute any officer /official / team to inspect the premises for the same.
64. 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.
65. The electricity and water supply, wifi/cable and for other allied activities charges shall be borne by the allottee.

Sd/-

**(Dr. Rajinder Kumar Khajuria), KAS**  
Chief Executive Officer  
Bhadarwah Dev. Authority

**No: BDA/2018-19/590-595**

**Dated:26.07.18**

Copy to the:-

1. Secretary to Government, Tourism Department, J&K Govt. Civil Secretariat, Jammu/Srinagar for information.
2. District Development Commissioner, Doda for information
3. Director Tourism Jammu for favour of information.
4. Executive Engineer, BDA, Bhaderwah
5. Accounts Officer, BDA, Bhaderwah
6. Publicity Manager BDA for favour of personal perusal of the matter and to ensure wide publicity.
7. Office file