



NOTICE INVITING TENDER
FRESH NIT No 17 of 12/2015

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

S. No	Name of assets and location	Eligibility Criteria/ Technical qualification	Minimum Reserved price Bid for one year	Minimum reserved price bid for three years	Lease/Franchise period	Last date for receipt of application and issue of tender document	Cost of tender document	Earnest money (@ 10% of price bid)
1	Youth Hostel Jai comprising of 07 double bed rooms 03 No. dormitories , dining hall with kitchen block and reception hall	PRC & PAN No	1.27 lacs per annum including rent of solar light & water charges.	3.81 lacs	3 years	10-12-2015	1000.00	0.381 lacs
2	Shopping Kiosk at Lake View Resort Gatha.							
	(i) Shop No 1	PRC & PAN No	0.30 lacs per annum and rent of Rs 500 per month.	0.90 lacs	3 years	10-12-2015	500.00	0.09 lacs
	(ii) Shop No 2	PRC & PAN No	0.30 lacs per annum and rent of Rs 500 per month	0.90 lacs	3 years	10-12-2015	500.00	0.09 lacs
	(iii) Shop No 3	PRC & PAN No	0.30 lacs per annum and rent of Rs 500 per month	0.90 lacs	3 years	10-12-2015	500.00	0.09 lacs
3	Restaurant at Nalthi.	PRC & PAN No	0.50 lacs per annum and rent of Rs 1000 pm	1.50 lacs	3 years	10-12-2015	500.00	0.15 lacs
4	(i) Double bed room igloo hut at Khellani (03 No) (ii) Single bed room igloo hut at Khellani (01 No) (iii) Restaurant with kitchen block at Khellani.	PRC & PAN No	1.80 lacs and rent of electric and water charges.	5.40 lacs	3 years	10-12-2015	1000.00	0.54 lacs
5	Entry ticket counter and Parking yard at lake view resort Gatha,	PRC & PAN No	2.50 lacs	Nil	1 year	10-12-2015	1000.00	0.25 lacs
6	Entry ticket, parking yard at forest view park Khellani	PRC & PAN No	0.60 lacs	Nil	1year	10-12-2015	500.00	0.06 lacs
7	Entry ticket and parking yard at park Nalthi.	PRC & PAN No	0.60 lacs	Nil	1year	10-12-2015	500.00	0.06 lacs

Terms and Conditions:-

1. The bidding document can be had from the office of the Chief Executive Officer Bhadarwah Development Authority District Doda (J&K) against payment of specified cost (non refundable) in cash or by bank draft or the same can be downloaded from the official [website www.bhadarwahheavens.com](http://www.bhadarwahheavens.com) and the cost of tender document of dated up to **10-12-2015** of specified amount (non refundable) shall be accompanied with the tender document.
2. The bidding document shall be issued to the bidder only after verification of technical qualification.
3. The bidder has to deposit his technical bid in the office of the Chief Executive Officer Bhadarwah Development Authority at Bhadarwah which should reach in his office under registered cover on or **before 14-12-2015 up to 2 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 bid shall be opened by the Provincial level outsourcing committee headed by Director Tourism Jammu on **17-12-2015** in his office chamber in presence of bidders or their authorized representative who may like to present.
6. The open bidding of the assets shall be on **17-12-2015** at 2 pm in presence of Provincial level outsourcing committee headed by Director Tourism Jammu in his office chamber in presence of the bidders.
7. The successful bidder have to provide bank guarantee certificate of his bid amount for the assets falling at S. No 1, 3, 4, and 5 only before execution of agreement and issuance of allotment order in favour of successful bidder.
8. 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.
9. The successful bidder shall provide TIN No/VAT registration within one month after the allotment letter is issued in his/her favour.
10. The tenderer/Authorized signatory of the company/firm should sign at the bottom space of the pages of the tender document.
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 variations in the rate quoted in words and in figures, the rate quoted in words only will be taken into consideration.
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 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.
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 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 will have to deposit bid amount which is detailed as under:-

Lease period for three years.

- (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 1st year .(within seven days).
 - (iii) 3rd installment @ 25% of total offered bid amount on completion of 2nd year (within seven days).
30. 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.
 31. 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.
 32. 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.
 33. 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.
 34. 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.
 35. 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.
 36. 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.
 37. 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.
 38. That the contractor shall have to use the asset solely for the purpose for which the contract is given.
 39. 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
 40. That the Contractor shall not sublet either the whole asset or a portion of the same to any other third party.
 41. Under no circumstances alcoholic drinks and other intoxicants shall be served or allowed to consume in and around the assets.
 42. 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 neighbourhood.
 43. 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.
 44. That if the contractor fails to deposit the instalments 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.
 45. 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 the contractor remain the same peacefully and restore the space to the condition existing at the time of taking over the possession.
 46. That the contractor shall have to maintain cleanliness & hygiene of the premises and its surrounding areas at their own cost
 47. That the Contractor will only use commercial gas burners or Electric gadgets for cooking.

48. That the contractor shall display a attractive name board for the premises with mutual consent of Bhadarwah Development Authority.
49. 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.
50. That the contractor shall not store any inflammable materials in the premises which may expose it to the risk of a possible fire explosion.
51. 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.
52. That the successful bidder has to deploy sufficient number of employees with uniform for smooth running, up keeping and parking at the youth Hostel Jai.
53. 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.
54. The contractor should employ trained hotel Management persons for cooking, Catering and other services.
55. Any damage to the property will invite penalty amounting to double of cost of damages or replacement of the same.
56. In case of any laxity in the smooth running of the job or complaint received the contract will be terminated without giving any notice.
57. 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.
58. 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 gazette officer.
59. That the jurisdiction of all kinds of disputes between the parties to this agreement shall be in Bhadarwah.
60. That on expiry of the contract or premature termination, the contractor shall hand over the peaceful possession of the asset and clear all dues.
61. 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.

**Executive Engineer
Bhadarwah Dev. Authority**

No: BDA/2015-16/1401-13

Dated: 03-12-2015

Copy to the:-

1. Secretary to Government, Tourism Department J&K Govt. Civil Secretariat, Jammu for information.
2. The District Development Commissioner, Doda for information.
3. Director Tourism Jammu for favour of information.
4. Additional District Development Commissioner Doda for information.
5. Sub Divisional Magistrate Bhadarwah for information.
- 6-7 Chief Executive Officer , Bhadarwah Development Authority Bhadarwah/Kishtwar Dev. Authority for information.
8. Executive Engineer R&B Div. Bhadarwah.
- 9-10 President Contractor Association Bhadarwah/Doda for information.
11. Publicity Manager BDA for favour of information.
12. Notice Board
13. Office file