



GOVERNMENT OF JAMMU AND KASHMIR
OFFICE OF THE CHIEF EXECUTIVE OFFICER,
BHADARWAH DEVELOPMENT AUTHORITY
BHADARWAH, 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. The tenderer/Authorized signatory of the company/firm should sign at the bottom space of the pages of the tender document.
9. 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.
10. 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 with in the specified period. In addition to the forfeiture of earnest money deposit steps to be taken to blacklist the defaulters.
11. The Earnest Money Deposit in the shape of CDR of unsuccessful renderers will be released after a decision taken on the tender.

12. 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.
13. The tender shall be valid for 90 days from the date of opening of Price Bid.
14. 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.
15. During evaluation of bids, the Committee may, at its discretion, ask the bidder for clarification of his bid.
16. 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.
17. 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.
18. 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.
19. The Tender submitted beyond the date and time fixed shall be summarily rejected.
20. The papers of the Technical bids should be numbered serially by the tenderer himself in ink.
21. 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.
22. Any postal delay or loss in transit will not bind the committee to entertain the bids.
23. 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.
24. 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
25. 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
26. 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).
27. 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.
28. 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.
29. 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.

30. 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.
31. 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.
32. 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.
33. The successful bidder shall repair the boats as per requirement from his own pocket.
34. 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 maintainances the parking yard.
35. 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.
36. The contractor shall provide 50% rebate to students of official tour/ on entry fee and boating.
37. 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.
38. 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.
39. 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.
40. 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.
41. 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.
42. 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.
43. That the contractor shall have to use the asset solely for the purpose for which the contract is given.
44. That the Contractor shall not sublet either the whole asset or a portion of the same to any other third party.
45. 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.
46. 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)
47. Under no circumstances alcoholic drinks and other intoxicants shall be served or allowed to consume in and around the assets.

48. 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.
49. 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.
50. That the contractor shall have to maintain cleanliness & hygiene of the premises and its surrounding areas at their own cost.
51. 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.
52. 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.
53. 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.
54. That the jurisdiction of all kinds of disputes between the parties to this agreement shall be in Bhadarwah.
55. That on expiry of the contract or premature termination, the contractor shall hand over the peaceful possession of the asset and clear all dues.
56. 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.
57. 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.

Sd/
Executive Engineer
Bhadarwah Dev. Authority

No: __bda /2015-16/132-143

Date: 01-05-2015

Copy to the:-

1. Commissioner Secretary to Government, Tourism Department, Civil Secretariat, Srinagar for information.
2. 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 Bhaderwah for information.
- 6-7 Chief Executive Officer Bhaderwah Development Authority/ Kishtwar Dev. Authority for information.
- 8 Executive Engineer R&B Div. Bhadarwah..
- 9-10 President Contractors Association Bhaderwah/Doda
11. Notice Board
12. Office file



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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