



**GOVT. OF U.T OF JAMMU AND KASHMIR
OFFICE OF THE CHIEF EXECUTIVE OFFICER,
BHADERWAH DEVELOPMENT AUTHORITY
BHADERWAH, DISTRICT DODA.**



SHORT NOTICE INVITING TENDER.

E-NIT No 05 of 06/2024-25 dated 28-06-2024

On behalf of Lieutenant Governor of Union Territory of Jammu Kashmir, Tourism Development Authority Bhadarwah invites e-bids under two covers i.e technical and financial bid from registered Individuals/Firms/ Hoteliers/Companies for outsourcing of following assets on “As is and where is basis” for a period of five years (60 months) extendable another three years subject to satisfactory performance of the Bhadarwah Development Authority with minimum reserved price bid as shown below.

S. No	Name of assets and location	Name of Authority	Eligibility Criteria	Minimum Franchise fee/Annually (In Lakhs)	Cost of tender Document (In Rs)	Earnest money CDR/FDR @ 7%	Lease/ franchise period
1	2	3	4	5	6	7	8
1	<u>Forest View Park Khellani Bhalla.</u> 1. Restaurant with Kitchen block at Khellani Bhalla. 2. Entry Gate at Khellani Bhalla .	Bhaderwah Development Authority	1. Copy of PAN Card 2. Copy of GST Registration. 3. Character certificate from Police Authorities 4. Aadhar card. 5. Three year experience of running government /private asset (or) three years' experience for running Hotel below three stars grading in any private/Govt. properties/ enterprises. 6. Income Tax Return for last three Assessment years	Rs 3.05 lakhs per annum with escalation of 10% every year	1000/-	21350/-	60 months

Terms and Conditions:-

- The bidding document can be downloaded from the website <http://jktenders.gov.in> from **28-06-2024 to 08-07-2024 up to 1600 hours.**
- The bid shall be deposited in electronic format on the website: <http://jktenders.gov.in> from **28-06-2024 to 08-07-2024 up to 1600 hours.**
- Technical bids of bidders shall be opened online in the office of Director Tourism Jammu on **10-07-2024 at 1200 hours.** If the office happens to be closed on the date of opening of bids as specified the tender document bids will be opened on next working day at the same time and venue.
- Bid documents can be seen at and downloaded from website <http://jktenders.gov.in>. Bid document contain qualifying criteria for bidder, specifications, bill of quantities, conditions and other details.
- Bids must be accompanied by EMD/ bid security and cost of Tender Document as specified in column **06 & 07** of the table payable at Bhaderwah pledged in favour of **Chief Executive Officer, Bhadarwah Development Authority Bhaderwah.** Bid security will have to be in form of CDR / FDR. The cost of document downloaded shall be in form of Bank Receipt in favour of **Chief Executive Officer, Bhadarwah Development Authority Bhaderwah** indicating name of asset by depositing the requisite amount in Bhadarwah Development Authority's bank Account **No 0030040100023389 at J&K Bank Main Branch Bhadarwah, IFSC Code NO. JAKAOBHADAR.**
- The following document has to be uploaded by the bidder at the time of submission of his /her /their bids on line:-
 - Bank receipt in original as cost of tender document.
 - EMD in the shape of FDR/CDR in original pledged to Chief Executive Officer, Tourism Development Authority Bhadarwah.

- (iii) Copy of PAN Card
 - (iv) Copy of GST Registration.
 - (i) Aadhar Card
 - (vi) Three year experience of running government /private asset.
 - (vii) Character certificate from Police Authorities.
 - (viii) Income Tax Return for last three Assessment years.
7. Hard copies of Technical bid will be obtained only from the successful bidder after opening of financial bid.
8. The bid for the work shall remain open for acceptance for a period of **60 days** from the date of opening of bids. If any bidder /tenderer withdraws his bid/tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited and Individuals/Firms/Hoteliers/Companies/Agencies shall be blacklisted for 5 years.
- a. **Instruction to bidders regarding e-N.I.T. process**
- i.* To participate in bidding process, bidders have to get (DSC) “Digital Signature Certificate” as per Information Technology Act-2000, to participate in online bidding. This certificate will be required for digitally signing the bid. Bidders can get above mentioned digital certificate from any approved vendors. The Bidders, who already possess valid (DSC) Digital Signature Certificates, need not to procure new Digital Signature Certificate.
 - ii.* The bidders have to submit their bids online in electronic format with Digital Signature. The bids cannot be uploaded without Digital Signature. No Proposal will be accepted in physical form.
 - iii.* Bids will be opened online as per time schedule mentioned in e-NIT
 - iv.* Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
 - v.* The department will not be responsible for delay in online submission of bids whatsoever reasons may be.
 - vi.* All the required information for bid must be filled and submitted online.
 - vii.* Bidders should get ready with the scanned copies of cost of documents & EMD as specified in the tender documents The original instruments in respect of cost of documents, EMD and relevant documents by hand be submitted to the Tender Inviting Authority by Registered post/courier or by hand as and when required.
 - viii.* The details of cost of documents, EMD specified in the tender documents should be the same, as submitted online (scanned copies) otherwise bid will not be accepted.
- 1. The guidelines for submission of bids online can be downloaded from the website <http://jktenders.gov.in>.
 - 2. The offer should include all taxes, duties assessments etc.
 - 3. The earnest money will be refundable to unsuccessful tenderers.
 - 4. Successful tenderer will have to execute an agreement in the prescribed form.
 - 5. The Department may accept or reject tender without any notice.
 - 6. Prospective bidders can send their queries on following email id: ceobda@hotmail.com
dhruv09sharma@gmail.com

NOTE:-No bid shall be entertain if bidders has uploaded back dated CDR/tender cost and expiry character certificate.

Sd/-
(Bal Krishan) JKAS
Chief Executive Officer,
Bhadarwah Dev. Authority
Dated: 28-06-2024

No:- BDA/2024-25/Outsourcing/469-72

Copy to the:-

- 1. Commissioner Secretary to Government, Department of Tourism, J&K Civil Secretariat Jammu for favour of kind information.
- 2. Director Tourism, Jammu for favour of kind information.
- 3. Accounts Officer, Bhadarwah Dev. Authority for information.
- 4. Incharge website for uploading the tender document on official website of CEO, BDA.

TERMS & CONDITIONS

First Party : **Chief Executive Officer, Bhadarwah Dev. Authority (Franchisor)**
Second party : **Successful Agency (Franchisee)**

1. The agreement of management contract for franchising of **Assets as mentioned above shall be valid for 05** years extendable to another 03 years subject to satisfactory performance on the part of allottee/franchisee which shall be the sole discretion of the committee constituted for the purpose by the Chairman of outsourcing Committee i.e Director Tourism Jammu but terminated by CEO, BDA by giving a notice period of 90 days, if the performance of the Agency is not satisfactory.
2. The Minimum franchisee fee for the mentioned assets are mentioned as above. Any bidder quoting amount lesser than the minimum bid shall be rejected out rightly.
3. The allotment of asset shall be issued only after execution of agreement.
4. There will be 10% escalation after every year on his quoted rates. Though the franchise is for a period of 05 years and extendable to another 03 years subject to satisfactory performance on the part of allottee/franchisee which shall be the sole discretion of the committee constituted for the purpose by the Chairman of outsourcing Committee i.e Director Tourism Jammu. The franchise is required to executive agreement annually for each year after remittance of franchise fee in advance. The franchise fee for 2nd and subsequent years is to be remitted two months earlier than the date of 2nd and subsequent years of franchise and only than the franchise agreement shall be renewed for that year. Further relaxation of due date not be entertained at any cost/reason. If the franchisee fails to remit the 2nd and subsequent year fee before 60 days, the contract is liable to be terminated without any intimation to the franchisee by this authority and earnest money be forfeited and proceeding for vacation of the asset as per the J&K public premises (eviction of unauthorized occupants) act and shall be initiated immediately.
5. 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 franchisor shall issue a notice to the franchisee and if the franchisee fails to operate the unit, even after one month of issuance of the notice, the franchisor shall re-enter premises and resume the possession and operation of the unit without further notice.
6. All sanctions, 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.
7. The building, furniture and other properties franchised shall be insured against fire, rioting and other possible losses and the insurance policy be taken in the joint names of the Franchisor and the Franchisee and the insurance premium be borne by the franchisee. Any loss happened to the asset shall be recovered from the franchisee the cost which shall be calculated on prevalent market rate.
8. The Franchisor will not be vicariously liable for any act of the franchisee and the franchisee shall alone be liable for violation of any and the franchisee agrees to indemnify the franchisor from all claims.
9. All costs, charges, including stamp duty and registration charges etc. shall be borne by the franchisee.
10. In case of termination by the franchisee, the Earnest Money shall not be refunded by Chief Executive Officer, Bhadarwah Dev. Authority, Bhadarwah at all to the franchisee.

11. That, in the event of delay in paying the franchisee fee as stipulated above, the franchisee shall pay a simple interest at the rate 18% per annum for the defaulted period and if the default is continued beyond 60 days, the Chief Executive Officer, Bhadarwah Dev. Authority shall have the absolute discretion to cancel/revoke the instant agreement with immediate effect to which the franchisee shall not raise any objection.
12. That the franchisee shall pay electric & water charges and other taxes accrued for the asset from the period he/she/it holds the asset and pay directly to the agency/department concerned and the copy of the same shall be submitted to this office along with franchise fee every year before the renewal of the agreement. If he/she failed to deposit electric/water charges monthly his/her contract shall be terminated without giving any notice.
13. That any delay in payment of dues on the part of the franchisee, any penalty/fine as imposed on the franchisee the same shall be borne and payable by the franchisee without any contest/protest whatsoever.
14. That the franchisee shall fully & solely liable to pay Direct or Indirect Taxes imposed by the Central/State Government, Local Authority or any claim raised against the Chief Executive Officer, Bhadarwah Dev. Authority, Bhadarwah on demand.
15. That the franchisee shall also reimburse to the Chief Executive Officer, Bhadarwah Dev. Authority, the amount of property tax on prorated basis of the building and the land payable by the Chief Executive Officer, Bhadarwah Dev. Authority. This amount shall be in addition to the amount fixed and any other payments herein above.
16. Running of asset shall also be governed by J&K Excise Policy issued from time to time.
17. That the franchisee should display an attractive name board for the premises with mutual consent of Chief Executive Officer, Bhadarwah Dev. Authority, Bhadarwah. Further, random inspection of the unit shall be conducted by a team constituted for the purpose and appropriate fine recommended by the inspecting committee shall be imposed on the agency for non-maintenance/cleanliness of the asset.
18. That the franchisee shall be responsible for arrangement of man power and their salaries etc, for operation of running of the premises having requisite expertise and have to provide uniforms to the employees employed by him. The franchisee shall also ensure that all the employees of the premises remain neat and clean and properly dressed.
19. That the franchisee shall not employ to work in the said premises any persons suffering from any contagious or infectious disease. For this purpose the franchisee shall obtain a medical certificate for each of its employee from the Hospital/Medical practitioner when asked to do it so.
20. That the franchisee 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 franchisee is saddle with any liability on account of such failure on the part of the franchisee, the franchisee shall indemnify to the extent of such employees. The employees shall have no claim for employment in the Chief Executive Officer, Bhadarwah Dev. Authority on premature termination or on expiry of the contract period.
21. That the franchisee should make adequate provision for fire protection, safety fire fighting arrangement as may be prescribed by the Chief Fire Officer of Jammu/Doda or the standard practice prevailing in Jammu or prescribed by any other competent authority in this behalf at its own cost.
22. That the franchisee shall not be entitled to claim any compensation for reduction in license fee on this account from the Chief Executive Officer, Bhadarwah Dev. Authority, and

Chief Executive Officer, Bhadarwah Dev. Authority, shall not reimburse any part of the same to the franchisee.

23. That the franchisee shall have to strictly comply/abide by all the existing and future rules and regulations of Chief Executive Officer, Bhadarwah Dev. Authority, and or provision of J&K, Authorities Act & Rules, by Law & Regulation made there under.
24. That the franchisee shall have to use the premises solely for the purpose for which the contract is given.
25. That the franchisee shall not sublet either the whole premises or a portion of the same to any other third party.
26. If the franchisee found to involved in any illegal activities in or around the asset outsourced to him, he/she shall be personally responsible.
27. That the franchisee shall keep record of the tourist visiting in the premises and Bhadarwah Development Authority shall have right to check/inspect the record at any time maintained by the allottee.
28. That the franchisee will not store or allow being stored any explosive or inflammable materials in the premises which may expose it to the risk of a possible fire of explosion.
29. That the franchisee shall not use non bio degradable disposal in the unit. Dish washing would be done in the kitchen pantry area and nowhere else.
30. That the franchisee shall get list of items to be sold at the premises and their rates approved by the Chief Executive Officer, Bhadarwah Dev. Authority on yearly basis and shall display the same at the premises.
31. The franchisee charge rates of the rooms as per rates approved by the committee constituted for the purpose by Chief Executive Officer, Bhadarwah Development Authority.
32. That the franchisee will use only the commercial gas burner and/ or electric gadgets for cooking purpose.
33. That the garbage from the project/restaurant/shop must be disposed off by the franchisee scientifically as per waste management rules.
34. That franchisee shall not alter the original shape of structure of the premises and shall be liable to pay the Chief Executive Officer, Bhadarwah Dev. Authority on demand and keep it indemnify against any loss, damage or penalty which may be imposed by the Chief Executive Officer, Bhadarwah Dev. Authority, Bhadarwah. Further, all the repair/maintenance of the asset once outsourced shall be the responsibility of the franchisee and the Authority shall not be liable for any of these. Any repair/maintenance work to be executed in the asset by the franchisee shall be undertaken with prior permission and approval of Chief Executive Officer, Bhadarwah Dev. Authority.

The various aspects of the project including, but not limited to the following:

i. **The asset is outsourced on “as is and where is basis”. The 2nd party shall have every right to inspect the property at any time and the 1st party shall have no objection to do so.**

ii. All other matters that might affect the Bidders performance under the terms of this e-NIT, including all risks, costs, liabilities and contingencies associated with the project.

iii. The project site, existing facilities and structures, access roads and utilities in the vicinity of the Project Site.

The Chief Executive Officer, Bhadarwah Dev. Authority shall not be liable for any mistake or error or neglect, by the Bidder in respect of the above clauses while placing his/her/their bid.

35. That the franchisee shall not any time so cause or permit any nuisance in or around the said premises which shall cause unauthorized inconvenience or disturbance to the occupiers or any other properties in the neighborhood.
36. That the Chief Executive Officer, Bhadarwah Dev. 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/NIT. During the agreement period if any of bidder employees/personal is found to be indulging in any malpractices inimical to the interest of Bhadarwah Development Authority, Bhadarwah. This authority have the option to terminate the contract without notice. The EMD in the case shall also be forfeited.
37. That on revocation of the contract or vacation of the premises by franchisee for any reason whatsoever, the franchisee shall not remove from the premises the furnishing & fixtures, movable type of belonging to the franchisee without prior written permission of the Chief Executive Officer, Bhadarwah Dev. Authority and if required the Chief Executive Officer, Bhadarwah Dev. Authority shall have the option to retain the same with payment of compensation as may be mutually agreed upon. In case the Chief Executive Officer, Bhadarwah Dev. Authority decided not to retain the same, the franchisee will remove the same peacefully and restore the space to the condition existing at the time of taking over of the possession.
38. That in the event of expiry, prior termination or any default in clearing the dues whatsoever the bidder shall handover the peaceful and vacant possession of the premises to the Chief Executive Officer, Bhadarwah Dev. Authority and on its failure to do so, the first party shall be entitled to enter the premises and take over the possession of the premises. The Chief Executive Officer, Bhadarwah Dev. Authority shall have right to recover the dues by forfeiting the earnest money.
39. That the franchisee shall have to maintain cleanliness & hygiene of the premises and its surrounding areas at their own cost.
40. 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.
41. That the jurisdiction of all kinds of disputes between the parties to this agreement shall be in Bhadarwah only.
42. The successful bidder/allottee/licensee shall need to keep the respective asset (s) fully functional throughout the year. In case any asset is found to be closed/locked/non-functional by Chief Executive Officer, Bhadarwah Development Authority (or) any other officer/official authorized for inspection of assets for a period exceeding seven days, the Chief Executive Officer, BDA after proper enquiry shall have right to cancel the contract (or)/and to take over the possession of asset/work immediately without issuing any notice in the matter and in such case no refund shall be made, further all the dues shall be forfeited.
43. 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 neither 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.

44. Disputes if any arises and could not be resolved mutually, the matter shall be referred to the Commissioner/Secretary to Govt; Tourism 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.
45. The minimum bid fee for every asset is indicated as above. Any bidder quoted amount lesser than the minimum bid shall be rejected out rightly.
46. That on expiry of the contract or premature termination, the franchisee shall hand over the peaceful possession of the premises and clear all dues.
47. The case for recovery of outstanding dues, if any on account of franchisee fee/any other liability caused by the franchisee shall be processed under land Revenue Act/other relevant Acts/norms prescribed by the Government governing the subject matter.

Sd/-
(Bal Krishan) JKAS
Chief Executive Officer,
Bhadarwah Dev. Authority

ANNEXURE “A”

Technical Bid

In response to the above Tender Notification, having studied and understood all the terms and conditions of the said Tender notification, I/We submit the bid as follows:

Name of the Individual/Firm/Companies	
Address (of both H.O and Branch Office)	
Telephone Numbers(s)	Mobile: Landline:
e-mail	
Legal Status	Individual/Private Ltd. Co/Partnership Firm/Proprietary concern:
1. Three year experience of running government /private asset (or) three years' experience for running Hotel below three stars grading in any private/Govt. properties/enterprises.	Yes/No
GST Registration Certificate details	Yes/No
Whether PAN details enclosed (copy of PAN Card is to be enclosed)	Yes/No
Income Tax Return for last three Assessment years	Yes/No
Whether Character Certificate issued by Police Authorities enclosed.	Yes/No
Whether CDR/FDR enclosed. If yes, Details	Yes/No
Whether as a cost of documents enclosed (Bank receipt or DD)	Yes/No