



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



**NOTICE INVITING TENDER FOR OUTSOURCING OF ASSETS UNDER TOURISM
DEVELOPMENT AUTHORITY BHADARWAH**

E-NIT No 01 of 04/2022-23

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 the following assets of Tourism Development Authority Bhadarwah for a period of one and half year (18 months) on license hold basis with minimum reserved price bid as shown against each as mentioned below on “As is and Where is Basis”.

S. No	Name of assets and location	Name of Authority	Eligibility Criteria	Minimum price bid for one and half year only. (18 months)	Cost of tender Document (In Rs)	Earnest money (@ 10% of minimum price bid)	Lease/ franchise period
1	2	3	4	5	6	7	8
1	Kiosk No 1 & Kiosk No 2 at Lake View Resort Gatha Bhadarwah.	BDA	PAN Card, Aadhar Card.	1.00 lacs	500.00	10,000/-	18 months
2	Kiosk No 3 and Kiosk No 4 at Lake View Resort Gatha Bhadarwah.		PAN Card, Aadhar Card.	1.00 lacs	500.00	10,000/-	
3	Restaurant at Jai.		PAN Card, Aadhar Card	1.00 lacs	500.00	10,000/-	

Terms and Conditions:-

- The bidding document can be downloaded from the website <http://jktenders.gov.in> from 08-04-2022 to 25-04-2022 up to 1600 hours.
- The bid shall be deposited in electronic format on the website: <http://jktenders.gov.in> from 08-04-2022 to 25-04-2022 up to 1600 hours.
- Technical bids of bidders shall be opened online in the office of Director Tourism Jammu on 28-04-2022 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 and shall have to be valid for one year from the date of allotment/license which shall need to be extended in case of extension of allotment/license as per the extension period. 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. JAKAOBHADR. The bidder shall upload PAN Card, Aadhaar Card & the copy of bank receipt for cost of tender documents along with technical bid.
- The following document have 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/DD in original Pledged to Chief Executive Officer, Tourism Development Authority Bhadarwah
 - PAN Card
 - Aadhar Card.
- Prospective bidders shall need to go through terms and conditions of the tender document & he/she shall need to abide by same after declared as H1. The submission of hardcopy to the office of Chief Executive Officer BDA is optional. Please note that the hard copy shall be used only for reference during evaluation of technical bids downloaded from e-portal. Any document found in hard copy but not uploaded on e-portal shall not be considered for evaluation/decision with regard to technical bid.

8. The expenditure incurred for agreement and other related issues including court fee, stamp duty etc shall be borne by the successful bidders.
9. The successful bidder shall provide TIN No / GST registration within one month after the allotment letter is issued in his/her favour, otherwise the contract/allotment shall be deemed to be cancelled without any further notice.
10. The successful bidder shall need to pay the bided amount in advance in toto within seven days from the date of issuance of letter of information and to enter into agreement with CEO, BDA (or) any other officer authorized for the purpose within stipulated period mentioned in LOI, otherwise the contract shall be deemed to be cancelled without issuing any notice and all the deposited shall be forfeited
11. 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.
12. The tenderer/Authorized signatory of the company/firm should sign at the bottom space of the pages of the tender document.
13. The successful bidder who gets the property allotted shall have to work exclusively for the promotion of Bhadarwah as tourist destination.
14. 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.
15. 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.
16. The Earnest Money Deposit in the shape of CDR of unsuccessful tenderers will be released after a decision taken on the tender.
17. The tender shall be valid for 90 days from the date of opening of Price Bid.
18. During evaluation of bids, the Committee may, at its discretion, ask the bidder for clarification of his bid.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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
24. **During the lease period any damage to the infrastructure or furniture or Parks and Gardens shall be the sole responsibility of the allottee to get the same damages restored as per the specified specifications of BDA.**
25. **The allotment shall be on "as and where basis" Successful bidder shall need to renovate /strengthen the asset(s) at his/her own cost which includes Parks & Gardens, Children Parks & all other assets except Herbal Garden. The seedlings of season flowers however shall be supplied by BDA for plantation by the Contractor. However, he/she shall not be permitted to carry out any major/minor alternation without written permission from Chief Executive Officer Bhadarwah Dev Authority.**
26. **The successful bidder shall need to enter into agreement with Chief Executive Officer, Bhadarwah Dev Authority (or) any other officer authorized for the purpose before taking possession of building after payment of bid amount in total.**
27. 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.
28. 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.
29. 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, 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.
30. 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.

31. 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 along with Police verification report individually.
32. 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.
33. 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.
34. That the contractor shall have to use the asset solely for the purpose for which the contract is given.
35. 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
36. That the Contractor shall not sublet either the whole asset or a portion of the same to any other third party. In case of any subletting, the contract shall deemed to be cancelled immediately.
37. Under no circumstances alcoholic drinks and other intoxicants shall be served or allowed to consume in and around the assets.
38. 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.
39. 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.
40. That if the contractor fails to deposit the amount in toto 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.
41. That the contractor shall have to maintain cleanliness & hygiene of the premises and its surrounding areas at their own cost.
42. That the Contractor will only use commercial gas burners or Electric gadgets for cooking.
43. 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.
44. That the contractor shall not store any inflammable materials in the premises which may expose it to the risk of a possible fire explosion.
45. 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.
46. That the successful bidder has to deploy sufficient number of employees with uniform for smooth running, up keeping and parking at the allotted assets.
47. 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.
48. The contractor should employ trained hotel Management persons for cooking, Catering and other services.
49. Any damage to the property will invite penalty amounting to double of cost of damages or replacement of the same.
50. In case of any laxity in the smooth running of the job or complaint received the contract will be terminated without giving any notice.
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. 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.
53. That on expiry of the contract or premature termination, the contractor shall hand over the peaceful possession of the asset and clear all dues.
54. 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.
55. 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.
56. 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.
57. The electricity and water supply, wifi/cable and for other allied activities charges shall be borne by the allottee on monthly basis failing which the electricity /water supply etc will be disconnected with immediate effect.

58. It is mandatory for the allottee to make the environment eco-friendly i.e polythene is totally banned.
59. Minor repair of the asset (if any) shall be carried out by the allottee/licensee.
60. The rates of items to be served in the restaurant as well as room rent and discount if any shall be strictly as per the rates prescribed /approved by the Bhadarwah Dev Authority. Variations if any on higher side than the approved rate shall lead to action against the licensees/allottees, which may be imposition of fine equivalent to 100% of the rate charged from the visitors /tourists for Ist three complaints and shall be followed by cancellation of contract /license, in case of fourth complaint without serving any notice. In such cases the bid amount remitted during the contract shall be forfeited and the said licensee/firm shall not be permitted to participate in any of the Bhadarwah Dev Authority contract for another period of three years.
61. The successful bidder needs to install fire safety equipments at the respective site on its own. Any damage due to fire shall be whole responsibility of the allottee/licensee

62. Special Conditions under force Majeure

- 62.1. In case of hostility; Civil Commotion, Sabotage, Quarantine restrictions, lockdowns, acts of God & acts of Government, fires, floods, explosion, epidemics; strikes, embargoes, any waivers /extension of contract shall be as decided by the Government; as per policy matter (or) an individual case as deemed fit; to the Government of UT of JK.

63 Dispute/Arbitration:

- 63.1 Except where otherwise provided in the contract, all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto touching the meaning, operation or effect of the contract or out of matters relating to the contract (or) breach thereof (or) the respective rights (or) liabilities of the parties, whether during (or) after the completion of work/contract shall after written notices by either party to the contract be referred to Administrative Secretary, Department of Tourism for appointment of Arbitrator.
- 63.2 *The arbitration proceedings shall be governed by the Arbitration & Conciliation Act 1996. The Arbitration & conciliation (Amendment Act, 2015) (or) any further statutory modification (or) reenactment thereof & rules made there under.*

Sd/-
Executive Engineer
Bhadarwah Dev. Authority

No: BDA/XEN/2022-23/06-12

Dated: 08-04-2022

Copy to the:-

1. Secretary to Government, Tourism Department, J&K Govt. Civil Secretariat, Jammu.
2. Director Tourism Jammu.
3. Joint Director, Industries and Commerce Jammu.
4. Joint Director, Tourism Jammu.
5. Chief Executive Officer, Bhadarwah Dev. Authority
6. Deputy Director, Tourism M&W Jammu.
7. Accounts Officer, Directorate of Tourism Jammu.
8. Office file