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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 ASSET UNDER TOURISM
DEVELOPMENT AUTHORITY BHADARWAH

E-NIT No 08 of 01/2023-24

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 Entry Gate at Forest View park Khellani Bhalla for a period of five years (60 months) on license hold basis with minimum reserved price bid as shown below on "as is where is basis".

S. No	Name of assets and location	Name of Authority	Eligibility Criteria	Minimum Franchise fee/Annually	Cost of tender Document (In Rs)	Earnest money	Lease/ franchise period
1	2	3	4	5	6	7	8
2	Entry Gate at Forest View Park Khellani.	BDA	1. Copy of PAN Card 2. Copy of GST Registration. 3. One year experience of running government /private asset. 4. Character certificate from Police Authorities	200000.00	1000.00	20000.00	60 months

Terms and Conditions:-

- The bidding document can be downloaded from the website <http://jktenders.gov.in> from **18-01-2024 to 08-02-2024 up to 1600 hours.**
- The bid shall be deposited in electronic format on the website: <http://jktenders.gov.in> from **18-01-2024 to 08-02-2024 up to 1600 hours.**
- Technical bids of bidders shall be opened online in the office of Director Tourism Jammu on **10-02-2024 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. JAKAOBHADR.**
- 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 in original pledged to Chief Executive Officer, Tourism Development Authority Bhadarwah.
 - Copy of PAN Card

TERMS & CONDITIONS

1. The agreement of management contract for franchising of **Entry Gate at Forest View Park Khellani Bhalla** shall be valid only for 05 years but terminated by this office by giving a notice period of 90 days if the performance of the Agency is not satisfactory.
2. There will be 10% escalation after every year on his quoted rates. Though the franchise is for a period of five years, but 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.
3. The franchise is for a period of 05 years only, The franchise fee for the second and subsequent years is to be remitted two months earlier than the date of second and subsequent years of franchise and then the franchise license is to be got renewed. If the franchisee fails to remit the 2nd and subsequent years fee before 60 days, the contract is liable to be terminated by this Authority and Earnest money be forfeited.
4. The franchise 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.
5. 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.
6. 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.
7. 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.
8. All costs, charges, including stamp duty and registration charges etc. shall be borne by the franchisee.
9. In case of termination by the franchisee, the Earnest Money shall not be refunded by Chief Executive Officer, Bhadarwah Dev. Authority at all to the franchisee.
10. 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.
11. That the franchisee shall pay electric & water charges and other taxes directly to the agency/department concerned and the copy of the same shall be submitted to this office along with franchise fee every year.

12. 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.
13. 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 on demand.
14. That the franchisee shall also reimburse to the Chief Executive Officer, Bhadarwah Dev. Authority, the amount of property tax on prorata 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.
15. Running of asset shall also be governed by J&K Excise Policy issued from time to time.
16. That the franchisee should display an attractive name board for the premises with mutual consent of Chief Executive Officer, Bhadarwah Dev. Authority. 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.
17. 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.
18. 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.
19. 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.
20. 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 or the standard practice prevailing in Jammu or prescribed by any other competent authority in this behalf at its own cost.
21. 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.
22. 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.
23. That the franchisee shall have to use the premises solely for the purpose for which the contract is given.
24. That the franchisee shall not sublet either the whole premises or a portion of the same to any other third party.

25. 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.
26. 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.
27. 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.
28. That the franchisee will use only the commercial gas burner and/ or electric gadgets for cooking purpose.
29. That the garbage from the project must be disposed off by the franchisee scientifically as per waste management rules.
30. 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 Director Tourism Jammu. 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 where 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.

31. 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.
32. 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.
33. 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.

34. 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.
35. That the franchisee shall have to maintain cleanliness & hygiene of the premises and its surrounding areas at their own cost.
36. 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.
37. That the jurisdiction of all kinds of disputes between the parties to this agreement shall be in Bhaderwah.
38. 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.
39. 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.
40. 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.
41. The minimum bid fee for asset is indicated as above. Any bidder quoted amount lesser than the minimum bid shall be rejected out rightly.
42. 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.
43. That on expiry of the contract or premature termination, the franchisee shall hand over the peaceful possession of the premises and clear all dues.


Chief Executive Officer,
Bhadarwah Dev. Authority

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:
One year experience of running government /private asset.	Yes/No
GST Registration Certificate details	Yes/No
Whether PAN details enclosed (copy of PAN Card is to be enclosed)	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

(iv) Copy of GST Registration.

(v) One year experience of running government /private asset.

(vi) Character certificate from Police Authorities.

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


Chief Executive Officer,
Bhadarwah Dev. Authority
Dated: 18-01-2024

No:- BDA/2023-24/Outsourcing/2360-64

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.