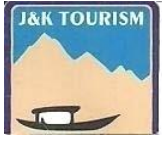




Tele/Fax 01997-244049
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**GOVT. OF U.T OF JAMMU AND KASHMIR
OFFICE OF THE CHIEF EXECUTIVE OFFICER,
BHADERWAH DEVELOPMENT AUTHORITY
BHADERWAH, DISTRICT DODA.**



E-NIT No. 18 of 02/2023-24 Dated: 28-02-2024

**Subject: OUTSOURCING OF ASSET UNDER TOURISM DEVELOPMENT AUTHORITY
BHADARWAH**

- For and 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 repair/ renovation/maintenance/development /promotion and operation of assets on outsourcing basis “As is and where is basis” for a period of ten years (120 months) extendable another five years subject to satisfactory performance of the Bhadarwah Development Authority:-
 - TRC Sarna. (as is where is basis)**
Comprising of 04 No VIP rooms and 02 No dormitories, and Restaurant Block.
 - Budgeted accommodation at TRC Sarna. (as is where is basis)**
Comprising of 04 No 02 BHK and 04 No 01 BHK and Kitchen block.
- Period of Contract:-**The asset shall be outsourced for a period of 10 Years which shall be renewed further for a period of 05 years as approved by Bhadarwah Development Authority.
- Criteria of selection:** Quality Cum Cost Based Selection (QCBS) on the basis of proposal for repair / up-gradation / renovation / maintenance / Development / Promotion of the asset as per principles of Govt. Order No. 287-TSM of 2010 dated 14-07-2010. The QCBS method is adopted in view of the fact that the asset require renovation / maintenance / development and also as per **principle (c) to (f)** of above referred Govt. Order, which apart from other principles states that in all cases, it must be ensured that the private player has the capacity and experience to take up the assignment proposed to be outsourced.
- Project Completion Time:** The successful agency shall complete the project strictly as per **(presentation made before the Outsourcing Committee)** within a period of 02 months from the date of handing over of the asset. However in case of proposal for up-gradation of the asset is put forth by the agency, it shall be the prerogative of the outsourcing committee to enhance the time period for completion of the said project. If the asset is not completed and made operational within the prescribed time period **a fine amounting to 5% of highest financial bid shall be imposed on monthly basis till the asset is completed and made functional.**

| Name of the Asset | Minimum Franchise fee/Annually (In Lakhs) | Franchise Period | Earnest Money (CDR/FDR) | Cost of tender document |
|---|---|------------------|-------------------------|-------------------------|
| Tourist Complex Sarna and Budgeted accommodation with kitchen block at TRC Sarna Bhadarwah. (As is where is basis) | Rs. 17.54 lacs | 10 Years | Rs. 122780/- | Rs. 1500/- |

5. The Bidding documents can be downloaded from the website <http://jktenders.gov.in> from **28/02/2024 to 18/03/2024**. Pre Bid meeting shall be held on 08-03-2024 at 1200 hours in the conference hall of Directorate of Tourism Jammu. Any prospective bidder having any query with regard to the instant E-NIT shall attend the pre-bid meeting for clarification.
6. The Bids shall be deposited in electronic format on the website <http://jktenders.gov.in> from **28/02/2024 to 18/03/2024**.
7. Bids of bidders shall be opened on line in the office of Director Tourism, Jammu on **20-03-2024** at 14.00 Hrs.
8. Bid documents can be seen at and downloaded from the website <http://jktenders.gov.in> containing qualifying criteria for bidder, specifications, conditions and other details.
9. Bid must be accompanied by, cost of Tender Document and Earnest money as specified in the table payable at Jammu pledged in favour of Chief Executive Officer, Bhadarwah Dev. Authority, Bhadarwah. Earnest money will have to be in the form of CDR / FDR. The cost of downloaded tender documents shall be in form of Bank Receipt in favour of Chief Executive Officer, Bhadarwah Dev. Authority, Bhadarwah 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.
10. (a) The Hard copies of Technical bid will be obtained only from the bidder who will be declared as successful. The CDR / FDR of unsuccessful bidder shall be released. Further, if required CEO, BDA may seek specific clarifications from any or all bidders with regard to any condition of the Tender document. The agency from whom the clarification is sought shall submit the same within 02 days positively through official email (ceobda@hotmail.com) or dhruv09sharma@gmail.com.

10 (b) Stages of Selection

| <u>Stages</u> | <u>Details</u> | <u>Method</u> |
|---------------|--|--|
| Stage 1 | Eligibility Criteria as detailed under Clause 11.1 to 11.7 | Only those agencies qualifying the Eligibility Criteria shall be considered for next stage of evaluation. The bids of agencies which do not qualify Eligibility Criteria shall be rejected at this stage only. |
| Stage2 | Technical Evaluation / Presentation Stage | The agencies qualifying Eligibility Criteria shall be called for Evaluation / Presentation stage as per clause 21 of the tender document. (The cut off marks for the Technical evaluation shall be 60 % i.e. 42 out of 70. The agency scoring less than 42 marks out of 70 shall be disqualified at Technical stage itself and its bid shall not be considered for further evaluation) |
| Stage3 | Financial Evaluation | Financial bids of only those agencies scoring equal to or above 60% marks i.e. 42 marks out of 70 marks in Technical evaluation shall be opened and evaluated as per procedure detailed under clause 20 (iii). |
| <u>Result</u> | Final Scores | (Technical Score + Financial Score) <i>The agency scoring highest aggregate marks shall be declared successful.</i> |

11. Eligibility Criteria

| Sr. No. | Criteria | Documentary Evidence to be submitted |
|---------|---|--|
| | <i>Basic Eligibility Criteria</i> | |
| 11.1 | Only Registered Company / Firm / Individual, (with a valid PAN & GST numbers) are allowed to bid for the tender. | 1. Copy of PAN 2. Copy of GST Registration. |
| 11.2 | The Company / Firm / Individual shall have experience of running / managing a Hotel or Restaurant for a minimum period of 03 years. | A Certificate from Chartered Accountant certifying that the agency is having an experience of running / managing a Hotel or Restaurant for a minimum period of 03 years. |
| 11.3 | The bidding agency should have a minimum accumulative turnover of INR 100.00 lacs , for last three financial years 2020-21, 2021-22, 2022-23. | A Certificate from Chartered Accountant specifying the turnover of the agency in last three financial years 2020-21, 2021-22, and 2022-23. |
| 11.4 | Cost of Bid document (Rs. 1000/-) to be duly paid. | Copy of the Bank Transfer indicating the name of the asset. |
| 11.5 | Earnest Money in form of CDR/FDR @7% (Rs. 118020/-) deposit to be duly paid. | Copy of the CDR/FDR duly pledged in favour of CEO, BDA. |
| 11.6 | Income Tax Return | Assessment Year 2020-21, 2021-22 & 2022-23. |
| 11.7 | <p>The agency must certify that – The agency has never been under a declaration of Ineligibility for corrupt or fraudulent practices with any Government departments/ agencies / ministries or PSU's and has never been blacklisted by any government departments / agency / Ministries or PSUs.</p> <p>i. The agency understands the selection criteria as detailed under clause 19 of the tender document and is participating after duly accepting the selection criteria and all other terms and conditions of the tender document.</p> <p>ii. All the documents enclosed are true and nothing has been fabricated.</p> <p>iii. That the agency submits that as per clause 11.2 it is having experience of running/managing a Hotel or Restaurant for a minimum period of 03 years.</p> | A sworn declaration (attested by First class Magistrate) by the bidding Agency to be submitted as Annexure A. |

12. 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.

13. **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.
14. The guidelines for submission of bids online can be downloaded from the website <http://jktenders.gov.in>.
15. The offer should include all taxes, duties assessments etc.
16. The earnest money will be refundable to unsuccessful tenderers.
17. Successful tenderer will have to execute an agreement in the prescribed form.
18. The Department may accept or reject tender without any notice.
19. Prospective bidders can send their queries on following email id:
ceobda@hotmail.com, & dhruv09sharma@gmail.com

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

No:- BDA/2023-24/Outsourcing/2568-71

Dated: 28-02-2024

Copy to the:-

1. Commissioner/Secretary to Government Department of Tourism, J&K Civil Secretariat, Jammu for favour of kind information please.
2. Director Tourism, Jammu for kind information please.
3. Office file.
4. Incharge BDA website for uploading the same on official website.

20. **Method of selection:**

- i. Selection of Agency will be based on the aggregate of the Technical and Financial scores of the bidders.
- ii. The weightage to be given to the Technical and Financial Proposals shall be as under;

**Technical bid score marks = 70 % weightage, and
Financial bid score marks = 30% Weightage.**

- iii. The agency scoring maximum marks out of 100 [**70 (Technical) and 30 (Financial)**] shall be considered as successful. Formulas for evaluation of marks are as under:

| Evaluation | Formula |
|-------------------------------------|---|
| Technical Evaluation Formula | <p>Highest scoring agency shall be awarded full marks i.e. 70, For rest of the bidders, the scores shall be calculated on Pro-rata basis as per below mentioned formula:</p> <p>Technical Score= (T / T_{high}) x 70</p> <p>T = Total scores of the agency awarded by outsourcing committee members as per clause 20</p> <p>T_{high}= Highest scores awarded to any agency by outsourcing committee members as per clause 20.</p> <p>(The cut of marks for the Technical evaluation shall be 60 % i.e. 42 out of 70 i.e. The agency scoring less than 42 marks out of 70 shall be disqualified at Technical stage itself and its bid shall not be considered for further evaluation)</p> |
| Financial Evaluation Formula | <p>The agency with highest bid shall be awarded full marks i.e. 30, For rest of the bidders the scores shall be calculated on Pro-rata basis as per below mentioned formula:</p> <p>Financial Score= (F / F_{high}) x 30</p> <p>F = Financial bid of the agency</p> <p>F_{high} = Highest Financial bid submitted by any agency</p> |
| Total Marks | <p>(Technical Score + Financial Score)</p> <p><i>The agency scoring highest aggregate marks shall be declared successful.</i></p> |

Important Note (Condition for fixing annual franchisee fee)

- iv. The agency scoring maximum marks out of 100 [**70 (Technical) and 30 (Financial)**] shall be declared as successful.

*However, if the agency scoring highest marks and declared successful has not quoted the highest financial bid for annual franchisee fee. In that case it is mandatory for the successful agency to

agree to the maximum financial bid quoted by any participating bidder failing which the bid shall be cancelled without any further notice*.

- V. Further, since the tendering process is based on **Quality Cum Cost Based selection (QCBS) as per provisions of Govt. Order No. 287-TSM of 2010 dated 14-07-2010 on the basis of proposal for repair/up-gradation / renovation / maintenance / Development /Promotion of the asset**, any agency which could not score maximum marks out of 100 [70 (Technical) and 30 (Financial)] but has submitted highest financial bid shall not be considered successful purely on the basis of highest financial bid. **As referred above under 20 (ii) the agency scoring maximum marks (aggregate of Technical and Financial scores) out of 100 [70 (Technical) and 30 (Financial)] shall be considered as successful.**

21. **Technical Evaluation: -**

After scrutinizing of the documents submitted by the agencies as per clause 11, only those agencies which qualify eligibility criteria shall be evaluated by presentation before a committee for following technical points. **The total weightage for the technical Evaluation shall be 70%. Scores will be calculated strictly as per formulae detailed under clause 19 of this tender document.**

| PARTICULARS | MAX. POINTS | AWARDED POINTS |
|--|--------------------|-----------------------|
| | <u>100</u> | |
| 1. Years of experience of running / managing a Hotel or Restaurant by the agency. The agency having maximum experience shall be awarded full marks and rest shall be calculated on pro-rata basis. Valid proof of experience (<u>i.e. Certificate of CA and declaration attested by First Class Magistrate shall only be considered</u>) to be produced failing which the same shall not be considered for marking. | 10 | |
| 2. Proposal for repair / upgrading / developing / maintaining and running the Tourism asset to be outsourced. The agency shall present a detailed proposal specifying therein the developmental works the agency is willing to undertake in order to make the asset a tourist hotspot including setting up of additional infrastructure at site, the cost of which shall entirely be borne by the agency. <u>The marking shall be based on the proposal of the agency specifying therein the detailed proposal along with DPR for the upgradation of the asset.</u> | 50 | |
| 3. Total investment value along with details of works the agency is willing to undertake at site for making necessary arrangement for tourists. The agency quoting maximum investment value shall be awarded full marks and rest shall be calculated on pro-rata basis. | 20 | |
| 4. Proposal for advertising the asset/tourist location at National level. The marking shall be based on the proposal of the agency. | 20 | |

Note: The cut off marks for the Technical evaluation shall be 60 % i.e. 42 out of 70 i.e. Only those agencies receiving marks greater than or equal to cut off marks i.e. 42 in Technical evaluation out of 70 calculated as per formula mentioned under clause 19 will be eligible for next stage of selection i.e. Financial stage. Agencies scoring less than 42 score out of 70 in Technical evaluation shall be rejected as technically disqualified and all other agencies shall be declared as technically qualified. Only technically qualified agencies shall be considered for further evaluation i.e. opening

of financial bids and bids of agencies scoring less than 42 marks under Technical evaluation shall be rejected at Technical stage itself.

Financial Evaluation criteria:

- a. The quoted cost in financial bid should be inclusive of all taxes.
- b. Financial evaluation shall be based on the consolidated cost quoted by the bidder for the project.
- c. The weightage for **the financial bid shall be 30%.**

TERMS AND CONDITIONS

First Party : Chief Executive Officer, Bhadarwah Dev. Authority

Second Party : Successful Agency

1. The agreement of management contract for franchising of **Assets as mentioned above shall be valid for 10** years extendable to another 05 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 asset is mentioned as above. Any bidder quoting amount lesser than the minimum bid shall be rejected out rightly. There will be 10% escalation in franchisee fee after every year.
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 10 years and extendable to another 05 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 Chief Executive Officer, Bhadarwah Dev. Authority shall not in any circumstance entertain any claim of the Second Party (successful agency) for exemption /reduction of the franchisee fee for any reason. The Second Party (successful agency) shall be solely responsible for any loss happened due to Governmental restrictions or instructions, calamities (natural or manmade) or catastrophe, epidemics or disturbances in the country for any reason. Further, the franchisee fee shall be paid in one installment every year 02 months in advance failing which proceedings as per condition 04 mentioned above shall be initiated.
6. 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.
7. The successful bidder who gets the property allotted shall have to work exclusively for the promotion of Bhadarwah as tourist destination.
8. 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.

9. 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.
10. 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.
11. All costs, charges, including stamp duty and registration charges etc. shall be borne by the franchisee.
12. In case of termination by the franchisee, the Earnest Money shall not be refunded by Chief Executive Officer, Bhadarwah Dev. Authority, and Bhadarwah at all to the franchisee.
13. 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.
14. 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.
15. 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.
16. 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.
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 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/Doda or the standard practice prevailing in Jammu or prescribed by any other competent authority in this behalf at its own cost.
21. That the second party 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.
22. 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.
23. Running of asset shall also be governed by J&K Excise Policy issued from time to time.
24. 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.
25. 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.
26. That the franchisee shall have to use the premises solely for the purpose for which the contract is given.
27. That the franchisee shall not sublet either the whole premises or a portion of the same to any other third party.
28. If the franchisee found to involved in any illegal activities in or around the asset outsourced to him, he/she shall be personally responsible.
29. 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.
30. 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 or explosion.
31. 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.
32. 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.

33. 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.
34. That the franchisee will use only the commercial gas burner and/ or electric gadgets for cooking purpose.
35. That the garbage from the asset/restaurant/shop must be disposed off by the franchisee scientifically as per waste management rules.
36. 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 asset 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.
37. 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.
38. The bidder is advised in its own interest to visit the site/asset or obtain information about the asset on its own before submitting the bid. The Bhadarwah Development Authority shall not be responsible for any kind of loss of revenue to the successful bidder in the event of any unforeseen circumstances including local disputes, natural calamity (manmade or otherwise). The Bhadarwah Development Authority shall not be responsible for any consequences arising out of any incident, mishap, court order, local dispute. The bidder is solely and exclusively responsible for any loss, damage or liability arising out during the contract.
39. 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.

40. 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.
41. 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.
42. That the franchisee shall have to maintain cleanliness & hygiene of the premises and its surrounding areas at their own cost.
43. 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.
44. That the jurisdiction of all kinds of disputes between the parties to this agreement shall be in Bhadarwah only.
45. 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.
46. 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.
47. 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.

48. The Successful bidder shall have to ensure close liaison with the duty staff of TDA Bhadarwah working in the place if any for the matters pertaining to providing of efficient services.
49. During the contract period the maintenance of the area, watch and ward as well as upkeep and daily cleaning/sweeping shall be the sole responsibility of the successful bidder. In case of any default/complaint received, the licensor shall be at liberty to take appropriate measures including engagement of another agency for operating the facilities at the risk and cost of the licensee
50. That on expiry of the contract or premature termination, the franchisee shall hand over the peaceful possession of the premises and clear all dues.
51. 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

Format for Annexure -A

Subject: Sworn declaration.

Sir,

This has reference to the Bhadarwah Development Authority, Bhadarwah's e-NIT No. _____ dated _____ for Outsourcing of asset "as is where is basis" under Bhadarwah Dev. Authority.

In this regard, it is certified that -

1. The agency has never been under a declaration of ineligibility for corrupt or fraudulent practices with any Government departments/ agencies/ ministries or PSU's and has never been blacklisted by any government departments/agency/ Ministries or PSUs.
2. The agency understands the selection criteria as detailed under clause 21 of the tender document and is participating after duly accepting the selection criteria and all other terms and conditions of the tender document.
3. All the documents enclosed are true and nothing has been fabricated. All the documents enclosed/uploaded in response to the above quoted tender are True and nothing has been fabricated.
4. That the agency submits that it is having experience of running / managing a Hotel or Restaurant for a minimum period of 03 years.

In the event of the failure of complying with any of the above condition, we are liable for initiation of necessary legal/criminal proceedings against us along with forfeiture of the EMD.

Thanking you,

Name of the Bidder:

Authorized Signatory:.....

Seal:

Date:

Place: