

BID DOCUMENT

**Lease for running of Restaurant
serving Veg Cuisine & Ice Cream
Parlour, etc. at Vanganga Garden,
Dadra.**

**TOURISM DEPARTMENT,
TOURIST RECEPTION CENTRE
SHAHEED CHOWK, NEAR TRIBAL MUSEUM
UT ADMINISTRATION OF DADRA & NAGAR HAVELI
SILVASSA- 396230
PH. NO. 0260- 2641399
email: dnhtourism@silvassa-tourism.com
Website :- www.silvassa-tourism.com**

BID DOCUMENT

TABLE OF CONTENTS

SR.NO.	PARTICULARS	PAGE
1.	TENDER NOTICE	3
2.	BID INFORMATION	5
3.	INTRODUCTION	6
4.	SCOPE OF THE WORK	7
5.	ELIGIBILITY CRITERIA	8
6.	FINANCIAL TERMS & CONDITION	10
7.	TENDER PROCESS	11
8.	GENERAL INSTRUCTION	14
9.	ANNEXURE - C	20
10.	INSTRUCTION OF TENDERERS	22
11.	FORMATS AND SIGNING OF PROPOSAL	23
12.	DETAILS OF BIDDERS	24
13.	PRICE SCHEDULE	25

1. T E N D E R N O T I C E

NO.DNH/TOUR/C/45/423

Date: 1/12/2011

BID FOR LEASE FOR RUNNING OF RESTAURANT SERVING VEG CUISINE & ICE CREAM PARLOUR, ETC. AT VANGANGA GARDEN, DADRA WITH 10% INCREASE AT THE END OF EVERY YEAR AND FOR A PERIOD OF 5 YEARS.

The Tourism Department, Dadra & Nagar Haveli invites sealed tenders in Two Bid system on behalf of the President of India from reputed Hoteliers having the requisite experience in the business of running of hotels or interested parties with prescribed qualification for lease of tourist places as per the detail given below for Lease of Running of Restaurant serving Veg Cuisine & Ice Cream Parlour, etc. with 10% increase at the end of every year for a period of 5 years.

Sr. No.	Particulars	E.M.D.	Minimum rent per annum
1.	Lease of Running of Restaurant serving Veg cuisine & Ice Cream Parlour, etc. at Vanganga Garden, Dadra with 10% increase at the end of every year and also to be review at for a period of 5 years.	` 6,000/-	` 2.60/- lakhs

The Bid document at the cost of ` 500/- per document will be available in the office of the Joint Director of Tourism, Near Tribal Museum, Silvassa on all working days and during all working hours from **1/12/2011 to 9/12/2011**.

The Technical Bid should be in a separate sealed cover and the Financial Bid should be in separate sealed cover should be put in to one big cover and should be super scribed "**Lease of Running of Restaurant serving veg cuisine & Ice Cream Parlour, etc. at Vanganga Garden Dadra**" and alongwith EMD drawn in form of the DD of FDR of any schedule/Nationalise Bank in favour of the Joint Director of Tourism should reach to the office of Tourism Department on or before **14/12/2011 upto 4:00 PM** by RPAD or in tender box provided in the office for the purpose. The tender form is also available on website address www.dnh.nic.in & www.silvassa-tourism.com in which can be downloaded and used for submitting the tender in the manner prescribed above alongwith the cost of tender document and EMD. The tender without EMD & tender fees will be summarily rejected. The Technical Bid will be opened on the same day in presence of the tenderer if possible. The Financial bid shall be opened of the bidder whose proposal has

been accepted by the Competent Authority. The decision of the Competent Authority in this regard will be final and binding.

The Tourism Department reserve their right to accept or reject any or all tender without giving any reason thereof.

**JOINT DIRECTOR OF TOURISM
TOURISM DEPARTMENT
DADRA AND NAGAR HAVELI
SILVASSA**

- Copy to the chief Publicity Officer for publishing it in two local Newspapers & Two national dailies Newspapers.
- Copy to the Leading Hoteliers as per the list available in the office.

2. BID INFORMATION

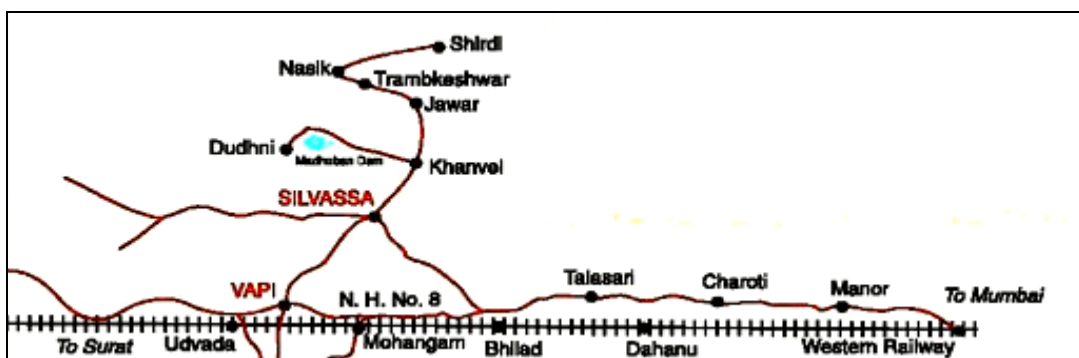
1	Name of Department	Tourism Department, Dadra & Nagar Haveli, Silvassa.
2	Address for sale & Submission of Bid Documents	Office of the Tourism Department, Tourist Reception Centre, Shaheed Chowk, Near Tribal Musuem, U.T. of Dadra & Nagar Haveli, Silvassa – 396 230.
3	Name of Project	Lease of Running of Restaurant serving Veg cuisine & Ice Cream Parlour, etc. at Vanganga Garden, Dadra
4	Earnest Money	` 6,000/- in the form of FDR
5	Contact Person	K. S. Chandrashekar Joint Director, Tourism Department, Dadra and Nagar Haveli, Silvassa Tel.- 0260-2641399
6	Cost of Bid Document	` 500/-
7	Sale of Bid Document	From 1/12/2011 onwards 11.00 AM to 5.00 P.M. on all working days
8	Last date for Sale of Bid Documents	9/12/2011 up to 5.00 P.M.
9	Last Date & time for Submission of Bid documents(Part-I & II)	On or Before 14/12/2011 up to 4.00 P.M. (The Technical Bid should be in a separate sealed cover and the Financial Bid should be in a separate sealed cover super scribed separately and both the sealed cover should be put into <u>one big Cover</u> and should be sealed. The Big Sealed Cover should be super scribed “Lease of Running of Restaurant serving veg cuisine & ice cream parlour, etc. at Vanganga Garden, Dadra.”
10	Date & time of opening of Part I (Technical Bid)	14/12/2011 at 5.00 P.M. in the presence of the bidders who are present.
11	Date & Time of opening of Part II (Financial Bid)	The Financial Bids shall be opened of the bidder whose proposal has been accepted by the Competent Authority. The decision of the Competent Authority in this regard shall be final and binding. The date shall be announced subsequently.

3. INTRODUCTION

The Union Territory of Dadra and Nagar Haveli is situated on the Western coast of India between the parallels of 20⁰-0' and 20⁰-25` of latitude North and between the meridian 72⁰-50` and 73⁰-15` of longitude East. It has population of 2,20,490 (1,21,666 male and 98,824 female) as per 2001 – Census. It has an area of 491 Sq. Km. and comprises of two enclaves, viz. (1) Dadra and (2) Nagar Haveli, having 72 villages. Silvassa the capital of this U.T. and village AmlI together now constitute the Municipal Area under the Silvassa Municipal Council. The territory is surrounded by Valsad District of Gujarat on West, North and East and by Thana district of Maharashtra on South and South-East. It has hilly terrain especially towards the North-East and East where it is surrounded by ranges of Sahyadri Mountains. The terrain is intersected by the River Damanganga and its three tributaries namely Kolak, Piparia & Sakartod. The River rises in the Ghats 64 Km. from the Western coast and discharges itself in the Arabian Sea at the port of Daman. The climate is moderate though hot during summer.

The nearest Railway Station is Vapi which is about 18 Kms. from Silvassa. The UT is linked with National highway No. 8 at a distance of approximately 12 Km. from Silvassa.

The capital city of the Union Territory, Silvassa is in close proximity with three major cities viz., Mumbai at a distance of 160 Kms. towards the South; Surat at a distance of 140 Kms. towards North; and Nasik at a distance of 140 Kms. towards East. (Refer Diagram below)



4. SCOPE OF WORK

The department has constructed Restaurant at Survey No.390 of village Dadra to cater to the need of the Tourists visiting Dadra. The total area covered under building is 118.72 Sq.mtr.

The restaurant is situated in compound of Vanganga Garden, Dadra.

5. ELIGIBILITY CRITERIA
(ANNEXURE “A”)

- a] Any person, a firm, a company or a registered co-operative society or a trust engaged in the business of running/operating a Hotel/Restaurant with a degree/diploma in Hotel Management and Catering Technology recognized by the Government and competent to contract under the Indian Contract Act can apply. The Tenderer shall have to enclose documentary proof in this regard. No tender shall be valid, if given in the name of or on behalf of a proposed company or proposed trust or a proposed Co-operative Society. Only those offers will be considered who fulfil the special conditions as per Annexure “B” in addition to the conditions laid down in Annexure “A” i.e. Eligibility Criteria.
- b] When a company desires to apply, it shall do so under the hands of the Managing Director or a Director duly authorized by Board of Directors, without which, the tender shall be held invalid. Such authorization must be enclosed with the tender.
- c] When a partnership firm desires to apply, the application shall be signed by all the partners and enclosed with true certified copies of the Deed of Partnership.
- d] When a trust desires to apply, the application shall be signed by one of the Trustees under duly authorised by the Board of Trustees and a copy of the Resolution Panel the copy shall be enclosed without which the tender will be held invalid.
- e] When a co-operative Society intends to apply, the application must be signed by the Chairman or Secretary without which it will be held invalid. The authorization of General Body must be enclosed with the tender.
- f] Change in the name of the tenderer will not be allowed under any circumstances.
- g] No change in constitution/share holding of the successful tenderer will be done under any circumstances without the prior approval of the Department of Tourism in writing.

- h] The tender should contain the following basic documents:
- i] The tenderer should have an annual turnover of minimum of ` 50 lakhs during the last three years.
 - li] Latest Income Tax clearance Certificate (ITCC) available.
 - iii] Every bidder should furnish solvency certificate from their bankers.
 - iv] Attested copies of articles of Association (in case of Companies), Bye-Laws and certificates of registration (in case of registered-co operative Societies) Partnership Deed (in case of Partnership Firms.)

Any other documents which may be relevant to the tender as per the general and specific conditions laid down in Annexure "A"& "B" respectively.

If a tender is not accompanied by all the documents mentioned in (i) to (iii) above, the same will be rejected outright, promise of subsequent submission of any of the above documents will not be entertained under any circumstances.

SIGNATURE OF THE TENDERER
IN TOKEN OF ACCEPTANCE OF
THE ABOVE CONDITIONS

6. FINANCIAL TERMS & CONDITIONS

ANNEXURE "B"

- a] The successful tenderer shall have to furnish Bank Guarantee equivalent to one year rentals to serve as security deposit for the entire lease period in a format prescribed by the Tourism Department. The Bank Guarantee shall be irrevocable/unconditional and en-cashable by the lessor without assigning any reasons and the Bank shall honour the claim merely on demand from the lessor without any demur. The Bank Guarantee should be payable by the Bank merely on demands from the lessor, notwithstanding any dispute raised by the lessee or any suit pending in any Court of Law. The Bank Guarantee should be valid for the entire lease period. The Tenderer may produce Fixed Deposit Receipt (FDR) drawn in favour of Joint Director of Tourism for the amount equivalent to one year rentals **in case he is not able to produce the Bank Guarantee as above.** No interest will be payable on such Deposit.
- b] The tenderer has to quote the yearly lease rent payable to the Department.
- c] The Successful Tenderer/lessee shall pay the sum of yearly lease rent to the Department before signing of the lease agreement for the first year and one month in advance during the subsequent year of the lease period specified. In case of the failure in making the payment of lease rent one month in advance, penal interest at the rate of 12 % per annum or as may be prescribed from time to time will be charged for a maximum period of 3 months from the due date of payment with written permission from the Collector/Director of Tourism to allow such extension which shall not exceed three months from the due date of payment. In case the Lessee fails to make payment of the annual rent alongwith interest as above within 3 (three) months from the commencement of the particular year, the Lease Agreement shall be terminated and the Security Deposit will be forfeited. In such cases, the Lessee shall not have any claim on any investment made in the Leased Property and the same shall become the property of the Tourism Department. However the Administrator may, at his discretion, allow further extension to pay the annual rent with interest in case convincing reasons are there to delay the payment of rent.

7. TENDER PROCESS

- a] The tender should be addressed to the Joint Director of Tourism, Dadra and Nagar Haveli, Tribal Museum, Silvassa duly legible and shall be received by the Accepting Officer before 3.00 P.M. on the last date notified by the Department who on receipt of the tender shall issue a receipt in token thereof to the person submitting the tender and enter the name and address of the tenderer in a register before putting in a tender box. The tender submitted after 3.00 P.M. on the last date of tender shall not be accepted under any circumstances. The tenderer will be opened in the presence of the tenderer or their representative who choose to be present in the office of Tourism Department Dadra and Nagar Haveli, Silvassa.
- b] The tender shall remain open for acceptance for a period of 6 months from the date of opening of tenders. If any tenderer withdraws, surrenders or modifies his tender on any ground whatsoever before the said period or makes any modifications in the terms and conditions of the tender, the entire amount of the earnest money shall be forfeited absolutely. This shall be without prejudice to other rights or remedies that may be available to Department of Tourism.
- c] The Director of Tourism, Dadra and Nagar Haveli reserves his right to reject or accept any or all the Tender(s) without assigning any reason therefore. Any Tender not fulfilling any of the prescribed condition shall be rejected.
- d] The Joint Director of Tourism reserves the right to amend, revoke or modify the scheme at his discretion as well as to withdraw all or any of the property from the tender at any stage. However, it shall not be resorted to unless there is statutory amendment/rules made applicable for the entire territory, which shall automatically be made applicable to the Tenderer/Lessee for which no compensation shall be paid by lessor to the lessee.
- e] The property is being offered on “**as is where is basis**”. It is presumed that the tenderer has inspected the property, plot and building and familiarized himself with the prevalent site conditions in all respects before submitting the tender.

- f] The successful tenderer shall have to furnish unconditional irrevocable Bank Guarantee or Fixed Deposit Receipt or Demand Draft within 30 days of acceptance of the Tender. The Bank Guarantee shall in the form and content as prescribed in condition No.3 (a) of this annexure.
- g] On failure to furnish the Bank Guarantee/Fixed Deposit Receipt/Demand Draft as per the time schedule and in the format prescribed, the allotment letter automatically shall stand cancelled, without any further intimation and amount of EMD so deposited shall stand forfeited to the Government.
- h] The Joint Director of Tourism D&NH, shall within six months of the date of the opening of the tenders, communicate to all other tenderers, the non-acceptance of their tenders and return the Earnest Money Received from them without any interest.
- i] After the Bank Guarantee or Fixed Deposit Receipt or Demand Draft as security is furnished and yearly lease rent is paid in advance and other conditions satisfied, the successful tenderer will be entitled to sign an Agreement to Lease which will enable him to enter upon the land.
- j] Any alteration/addition or new construction of building sheds, if required to be constructed by the Lessee he shall seek prior written approval from the Tourism Department and that will become property of the Tourism Department on termination/expiring of the lease period.
- k] The leased premises and other properties shall be used by the Lessee only for the purpose for which it is leased out. No other activity shall be carried out without the written permission from the Lessor. The leased premises and areas covered in the Lease Deed/Agreement shall not be used for any illicit or unlawful purposes.
- l] Violation of any of the conditions of the Lease Deed/Agreement including its Annexure by the lessee or its/his/her Agents shall be liable for termination of the Lease Deed/Agreement without any kind of compensation/damages to the Lessee.
- m] Four copies of the Agreement to Lease along with the copy of site plan, indicating the amount on which stamp duty is payable, will be sent to the successful tenderer

alongwith the demand letter to get the lease Deed stamped from Collector/Registrar of Stamps. It shall be the sole responsibility of the successful tenderer to submit the Agreement to Lease duly stamped by Collector/Registrar of Stamps before issue of possession letter to him. The possession letter will be issued only after execution of lease agreement and submission of the said documents to the Director of Tourism, Dadra and Nagar Haveli.

- n] The following charges will have to be paid separately by the Lessee:
- i] Legal charges for Documentation;
 - ii] Stamp duty, Registration and other charges;
 - iii] Fees for approval of building plan;
 - iv] Water connection charges payable directly to concerned authority;
 - v] Power connection charges and energy charges payable directly to concerned authority;
 - vi] Any other charges payable under any other law for the time being in force.
- o] In the event of any question arising as to the interpretation of any condition/words etc. it shall be referred to the Administrator of Dadra and Nagar Haveli and his decision thereon shall be final and binding to both the parties, and no claim of any kind on such interpretation will be entertained.
- p] These terms and conditions alongwith other conditions of "Annexure - B" will form part and parcel of the tender documents and proposed lease deed which will be executed before handing over the possession of the property to be leased. However, the conditions are only illustrative and the final agreement to lease shall be drawn up after opening and acceptance of tenders. This however, shall not derogate from the rights of Director of Tourism of finally approve the said agreement and the lease with such terms and conditions as he/she deems suitable to incorporate. Notwithstanding anything in the foregoing conditions the Director of Tourism hereby reserves his/her right to add, delete, change or modify any condition at the time of issue of demand –cum- the letter of offer.

8. GENERAL INSTRUCTION

1. The successful tenderer shall appoint qualified staff having sufficient Experience to run the Restaurant facilities, Parking Area and Garden. However, a tenderer having experience of running similar facilities will be preferable. (The proof of such experience should be enclosed with the tender offer).
2. The tenderer should be financially sound and attach necessary document in proof of financial soundness.
3. The Tender shall be accompanied by E.M.D. of ` 6,000/- in the form of fixed deposit Receipt of Nationalised Bank drawn in favour of Joint Director of Tourism, Tourism Department, Dadra & Nagar Haveli, Silvassa.
4. The Tender is for running of Restaurant serving Veg cuisine & Ice Cream Parlour, etc. at Vanganga Garden, Dadra as given in the schedule of property at the time of entering into the final lease agreement. The tenderer shall therefore, quote the rent per annum.
5. The contract for Lease of Running of Restaurant serving Veg cuisine & Ice Cream Parlour, etc. at Vanganga Garden, Dadra shall be for a period of **5 years**. The lease rent should be offered per annum which will be increased at the rate of **10%** every year till the lease period is over from the date of entering into an agreement between Tourism Department and the successful tenderer.
6. The tenderer shall quote the rate per annum Lease of Running of Restaurant serving Veg cuisine & Ice Cream Parlour, etc. at Vanganga Garden, Dadra.
7. The schedule of the property, which shall be handed over to the tenderer, is annexed with the tender documents in the Annexure- C.
8. The approved tenderer has to employ the existing labour in addition to his labour force.
9. The maintenance of the Lease of Running of Restaurant serving Veg cuisine & Ice Cream Parlour, etc. at Vanganga Garden, Dadra and the property, which will be

leased, shall be done by the Successful Tenderer at his/her own cost to the satisfaction of the Tourism Department.

10. The property is being leased on **“as is where is basis”** and the successful Tenderer shall have to provide the furniture, fixtures and other equipment of good quality necessary for Lease of Running of Restaurant serving Veg cuisine & Ice Cream Parlour, etc. at Vanganga Garden, Dadra only in good condition to the satisfaction of the Tourism Department, Dadra & Nagar Haveli.
11. The Tenderer shall make his own arrangement for Drinking Water, Sanitation, Electricity & Garbage disposal at his own cost. The payment of electricity and water charges or any other charges of the Govt., Local Self Govt., Panchayat or any other agency shall be made by the Successful Tenderer at his own cost directly to the concerned authorities. A separate meter, if required should be installed by the tenderer at his/her own cost and electricity charges shall be borne by him/her.
12. In the event if the Successful Tenderer/licensee committing any breach of the terms and conditions herein contained and on their part to be observed and performed, Collector/Director of Tourism Dadra and Nagar Haveli without prejudice to his/her other rights and as remedy shall be entitled to forfeit the Security Deposit and recover the loss and shall have the right to terminate the agreement after giving 30 days notice in writing and on Successful Tenderer/licensee's failure to remedy the breach to the satisfaction of the Tourism Department within the period of 30 days. In such case, the Successful Tenderer/licensee shall handover quiet and peaceful possession of the premises to the Collector/Director of Tourism, Dadra and Nagar Haveli on expiry of the notice period.
13. The period of lease shall be for Five (5) years. However, the lease can be cancelled at any time before the expiry of the lease period by giving 3 months notice on the either side any time.
14. Any sums due by the Successful Tenderer/licensee to the Tourism Department under his/her lease shall be recoverable as arrears of Land Revenue.

15. If notice of the termination of lease is given either by the Successful Tenderer/licensee or by the Tourism Department, the Successful Tenderer/licensee shall pay all sums due or falling due to the Tourism Department upto the official year in which such notice is given.
16. The lessee shall on termination or revocation of the lease handover the possession of the said premises to the Tourism Department in as good condition as it was on the date of taking over the premises on lease, normal wear and tear being accepted.
17. Except with the written consent of the Tourism Department previously obtained, who may impose such condition as deemed fit the licensee shall not assign, nor let or part with the possession of the said premises or transfer the Lease of Running of Restaurant serving Veg cuisine & Ice Cream Parlour, etc. at Vanganga Garden, Dadra by way of the sale, gift, exchange, mortgage, sub-lease or otherwise whatsoever.
18. The Successful Tenderer shall have only a personal right in the said premises and this shall not be deemed to be demise at law of the premises or any part thereof so as to give any right or interest thereof.
19. The Successful Tenderer shall keep the premises including the surroundings clean and tidy to the satisfaction of the Tourism Department and shall not store or allow to accumulate any refuse except those, which are absolutely necessary. All refuse from the Lease of Running of Restaurant serving Veg cuisine & Ice Cream Parlour, etc. at Vanganga Garden, Dadra shall be frequently removed and thrown at some place approved by the Tourism Department.
20. The Successful Tenderer shall obtain all necessary licenses and permission as may be necessary for Lease of Running of Restaurant serving Veg cuisine & Ice Cream Parlour, etc. at Vanganga Garden, Dadra from the concerned authorities competent to issue such permissions/ licenses at his own cost.
21. The Successful Tenderer shall enter into an agreement with the Tourism Department within 10 days from the acceptance of the offer and shall pay Security

Deposit equivalent to rental charges per annum immediately in the form of Bank Guarantee.

22. The Successful Tenderer shall pay licence fee equivalent to rental charges per annum in advance i.e. the payment for the next year shall be made in the last month of the preceding term to the Joint Director of Tourism Dadra & Nagar Haveli, Silvassa, in the form of challan to be remitted in the Govt. Treasury at Silvassa.
23. In case of delay in payment of the licence fee upto a maximum of 10 days from the date, the fees become due and payable. The interest with penal interest at the rate of 12% per annum or as may be decided from time to time shall be levied and payable by the lessee. The extension for the delay of not more than 3 months shall have to be sought well in advance from the Tourism Department in writing giving specific reasons. In the event of delay of more than 3 months in the payment of the licence fee from the due date, then the fee becomes due and payable and the Security Deposit paid by the successful bidder shall be forfeited and the contract shall be liable to be cancelled.
24. The Successful Tenderer shall be allowed to make addition or alteration in the permanent structures or temporary structures in the Leased premises with specific written permission from the Tourism Department.
25. The Tourism Department shall not be responsible for any loss or damage to the goods of the licensee on account of theft, fire, water or electricity failure or accident or any other cause whatsoever occurs during lease of Running of Restaurant serving Veg cuisine & Ice Cream Parlour, etc. at Vanganga Garden, Dadra.
26. If any damage is done to leased property by fire, water or any other cause whatsoever through negligence or otherwise of the licensee or his agents, the licensee shall make good the entire damage at its own expense.
27. The Successful Tenderer/Licensee shall provide neat and clean uniforms and metal badges to all its servants employed at the restaurant and they should wear it while on duty. They shall be free from infection and contagious disease. A certificate to this effect shall be obtained from the Department of Health and produce for inspection.

28. The Successful Tenderer/Licensee at his own cost shall provide the furniture and the other equipment of good quality for the Lease of Running of Restaurant serving Veg cuisine & Ice Cream Parlour, etc. at Vanganga Garden, Dadra to the satisfaction of the Tourism Department, Dadra & Nagar Haveli.
29. The premises of Restaurant serving Veg cuisine & Ice Cream Parlour, etc. at Vanganga Garden, Dadra shall be open to all castes and communities without any prejudice.
30. The lease of Running of Restaurant serving Veg cuisine & Ice Cream Parlour, etc. at Vanganga Garden, Dadra shall be run for the convenience of the visitor during the hours fixed by the Tourism Department time to time and as may be permitted as per the conditions of licensing authority.
31. The Successful Tenderer/licensee shall not install any Plant or Machinery except as may be approved in writing by the Collector/Director of Tourism, Dadra and Nagar Haveli. All Rules and Regulation in regard to installation and use of such Plant and Machinery shall be duly observed and necessary license from the statutory authority shall be obtained.
32. The Successful Tenderer/Licensee shall not use kerosene, firewood or any other type of smoke omitting stoves in the Restaurant premises at Dadra.
33. On the completion of all the formalities of the contract the licensee concerned shall **INSURE** the entire Restaurant premises at his own cost with any **Nationalized Insurance Company** for a sum not less than the yearly lease amount reserved hereby and shall keep it so insured against damage by fire, lightning or any other cause till the expiry of the lease period. The decision of the Arbitrator appointed by the Administration shall be binding on all the parties regarding share of the insurance claim, if any.
34. The Successful Tenderer/Licensee shall have to provide residential facilities to his/her staff at his/her own cost.
35. The Tourism Department, Dadra & Nagar Haveli reserves the right to reject any or all offers without assigning any reason therefore.

36. In the event of any dispute or question arising as to the interpretation if any condition, word etc. appearing herein it shall be referred to the Administrator, Dadra & Nagar Haveli and his decision there on shall be final and binding to both the parties and no claim of any kind on such interpretation will be entertained.
37. The Tourism Department reserves the right to add to or alter any or all clauses of the terms and conditions if found necessary.
38. The Successful Tenderer shall have to appoint his own staff for security at his own cost and risk and shall have to provide all security measure required for running the services.
39. In case of any other dispute of Civil or Criminal nature or under any other Act, the jurisdictions of Local Court will the jurisdiction.

NOTE: - Please return one copy of these conditions duly signed alongwith your tender/quotation

SIGNATURE OF THE TENDERER

9. ANNEXURE – C

SCHEDULE OF THE PROPERTY HEREBY TO BE LEASED

1.	Nature of structure	-Load Bearing structure		
2.	Nature of flooring	- Quota tile flooring.		
3.	Wall	- Fly –ash brick masonry wall 10 cm thick.		
4.	Door	- Only frames		
5.	Roof	- AC Sheets.		
6.	Plinth Area	- 118.72 Sq.m.		
7.	Floor Dimension	-		
	a. Indoor Restaurant Hall	- 1 x 3.75 x 6.15 mt.	-	3 nos.
	b. Kitchen	- 1 x 2.5x 2.5 mt.	-	3 Nos.
	c. Kitchen store	- 1 x 2.5x 2.5 mt.	-	3 Nos.
	d. Kitchen Passage	- 1 x 1.25 x 2.50 mt	-	3 nos.

A.C.F.(T).

Jt. Dir.(T).

Signature of Tenderer

10. INSTRUCTIONS TO TENDERERS

- 1.1 Tourism Department shall have a TWO STAGE bidding selection process, more specifically dealt with here in the tender document. The details of the work have been more specifically mentioned in the scope of work. The intending tenders are required to carefully go through the detail of the conditions and scope of the work enclosed in the tender document and the formats of tender submission which form part of the document.
- 1.2 Each bidder shall be entitled to submit one bid only, complete in all respects, multiple offers by the same agency shall disqualify him/her to be considered in the tender selection process.
- 1.3 Each bidder shall also be responsible and shall pay for all the costs associated with the preparation of its bid and its participation in the bidding process.
- 1.4 Tourism Department reserves the right to modify the conditions specified here in this tender document in the form of addendum and in such event the bidder shall be entitled to modify their tender conditions in accordance with the requirement of addendum if any within the time stipulated in the notice of addendum.
- 1.5 The bid shall remain valid for a period not less than 90 days from the proposal date (proposal validity period). Tourism Department reserves the right to reject any bid, which does not meet this requirement.

SIGNATURE OF THE TENDERER
IN TOKEN OF ACCEPTANCE OF
THE ABOVE INSTRUCTION

11. FORMATS AND SIGNING OF PROPOSAL

The bidder would provide all the information as per the Bid Documents. Tourism Department shall evaluate those bids that are received in the required format and are complete in all respects. Each bid shall comprise of the following:

Technical Proposal

- Covering letter of the bidder
- Details of Bidder
- Compliance Statement to Eligibility Criteria
- Documents supporting eligibility Criteria
- Technical Proposal

Commercial Proposal

- Financial Bid as per Format

3 SEALING AND MARKING OF BID:

3.1 Both the envelopes must be super-scribed with the following information:

- Tender No
- Technical / Commercial Proposal
- Name and address of the Bidder.
- Contact person and phone numbers.
- To be opened in the presence of the tender evaluation committee only.

Both the proposals should be enclosed in single envelop which should be subscribed as follows

- Tender No.
- Lease of Running of Restaurant serving Veg cuisine & Ice Cream Parlour, etc. at Vanganga Garden, Dadra Etc Name and address of the Bidder.
- Contact person and phone numbers.
- To be opened in the presence of the tender evaluation committee only.

3.2 If the envelope is not sealed and marked as instructed above, Tourism Department assumes no responsibility for the misplacement or premature opening of the contents of the proposals submitted and such proposal, may, at the sole discretion of the Tourism Department will be rejected.

12. DETAILS OF BIDDERS

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Sr No	Item	Details
1	Name of the Company	
2	Mailing Address	
3	Telephone and Fax numbers	
4	Constitution of the Company	
5	Turn over and profit of the company for last two years	
6	Professional details	
7		
8		
9		

SIGNATURE OF THE TENDERER

13. PRICE SCHEDULE (PS)

Sr.	Description	Amount in `
1.	Lease of Running of Restaurant serving Veg cuisine & Ice Cream Parlour, etc. at Vanganga Garden, Dadra with 10% increase at the end of every year by the Tourism Department for a period of 5 years.	
	Grand Total	

SIGNATURE & SEAL OF THE TENDERER