



**GOVERNMENT OF JAMMU AND KASHMIR
DIRECTORATE OF TOURISM, JAMMU.**

**E-NOTICE INVITING BIDS FOR OUTSOURCING OF TRC BUILDING AT DERA BABA
BANDHA, REASI.**

e-NIT No. 42 of 2019 Dated: 04 / 06 /2019.

On behalf of Governor of J&K State, e-tenders are invited from registered Individuals/Firms /Companies for outsourcing the following asset for a period of 06 years (as is where is basis) of the Directorate of Tourism, Jammu which is further extendable by 04 years, if both parties agree.

Name of the Asset	Specifications	Eligibility Criteria	Minimum Franchise Fee	Franchise Period	Earnest Money	Cost of tender document
1	2	3	4	5	6	7
TRC at Dera Baba Bandha Reasi Area 6883 SFT Which consists of:- 4 Nos. Bedroom with attach toilet 1 No. Room 1 No. Dormitory 2 No. General Toilet 1 No. Store with Kitchen 1 No. Restaurant/Dining Hall 1 No. Entrance/Lobby/Sitting 1 No. Office with toilet attached Stair Hall Stair Hall		1. GST No. 2. Pan Card 3. PRC 4. Two Years Experience in the field of managing/ maintaining cafeteria, restaurant, coffee shop, other allied Services	Rs.5,76,000/- annually with increase of 15% after 3 years on bid amount of the Successful bidder.	06 years	Rs. 10,000/- (Ten Thousand only)	Rs.500/-

1. The Bidding documents can be downloaded from the website <http://jktenders.gov.in> from 10.00Hrs on 05/ 06 /2019 to **14 / 06/2019 upto 10.00 Hrs (am).**
2. The Bids shall be deposited in electronic format on the website <http://jktenders.gov.in> from 05 /06/2019 to **14 /06 /2019 upto 16.00 Hrs.**
3. Bids of bidders shall be opened online in the office of Director Tourism, Jammu on 15/06 /2019 at **14.00 Hrs.** If the office happens to be closed on the date of opening of the bids as specified, the tender document, bids will be opened on the next working day at the same time and venue.

4. 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.
5. Bids must be accompanied by cost of Tender Document and Earnest money as specified in column 6 & 7 of the table payable at Jammu pledged in favour of Accounts Officer, Directorate of Tourism, and Jammu. Bid security will have to be in form of CDR/FDR. The cost of downloaded tender documents shall be in form of Treasury Challan payable in favour of **Accounts Officer, Directorate of Tourism, Jammu.**
6. The Hard copies of Technical bid will be obtained only from the successful bidder after opening of financial bid. However, following documents have to be uploaded by the bidder at the time of submission of his/her/their bids online:-
 - a. Copy of the Treasury Receipt/ worth Rs. 500 as cost of Tender Document payable in favour of Accounts Officer Directorate of Tourism, Jammu. (Non-refundable in any circumstances) in major Head (MH) 1452.
 - b. Copy of the EMD worth Rs. 10,000/- in the shape of FDR/CDR pledged to Accounts Officer, Directorate of Tourism, Jammu.
 - c. PRC.(State Subject Certificate)
 - d. GST Registration Certificate/GST No.
 - e. PAN Card of the Agency.
 - f. 02 years experience in the field of managing Cafeteria/Restaurant/Coffee Shop/ Hotel/ other allied Services.

Sd/-

Director Tourism,
Jammu

No: DTJ/AEO/167-8/1175-77

Dated: - 29 /06 /2019.

Copy to the:-

1. Joint Director Information, Jammu with the request to publish the NIT in at least two leading State newspapers.

Accounts Officer,
Directorate of Tourism,
Jammu

TERMS AND CONDITIONS

1. The agreement of management contract for franchising of TRC at Dera Baba Bandha Reasi shall be valid only for 06 years which can be terminated by this Directorate by giving a notice period of 90 days, if the performance of the Agency is not satisfactory.
2. There will be 15% escalation after three years on the franchisee fee i.e. the Franchisee fee shall be enhanced at the rate of 15 % after every three years.
3. The Franchisee will have to remit the franchise fee for the 1st year in full within 30 days from the date of receipt of acceptance of the tender. Further relaxation of due date will not be entertained at any cost. If the franchisee fails to remit the fee within the due date, the Director Tourism Jammu has the right to cancel the acceptance without any intimation to the franchisee.
4. The license of franchisee is renewable every year by paying franchise fee, 3 months in advance.
5. The franchise is for a period of 06 years only, The franchisee fee for the second and subsequent years is to be remitted three 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 90 days, the contract is liable to be terminated by this Directorate and Earnest money be forfeited.
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 on receipt of the notice, the franchisor shall re-enter premises and resume the possession and operation of the unit without any further notice.
7. 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.
8. 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.
9. 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.
10. All costs, charges, including stamp duty and registration charges etc. shall be borne by the franchisee.

11. Outsourcing Committee shall reserve the right to renew or otherwise the franchise after expiry of 06 years.
12. In case of termination by the franchisee, the Earnest Money shall not be refunded by the Director Tourism Jammu at all to the franchisee.
13. The franchisee has to pay the franchise fee offered to the Director Tourism Jammu every year as applicable 3 months in advance by way of pay order/Bank Draft in favour of Accounts Officer, Directorate of Tourism Jammu.
14. 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 Director Tourism Jammu shall have the absolute discretion to cancel or revoke the instant agreement with immediate effect to which the franchisee shall not raise any objection.
15. That the contract will automatically stands terminated if the license granted by the Director Tourism Jammu is not renewed for the subsequent year.
16. That the franchisee shall pay electric & water charges and other taxes directly to the agency concerned and the copy of the same shall be submitted to this office along with franchise fee every year.
17. 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.
18. 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 Director Tourism Jammu on demand.
19. That the franchisee shall also reimburse to the Director Tourism Jammu the amount of property tax on prorated basis of the building and the land payable by the Director Tourism Jammu. This amount shall be in addition to the amount fixed and any other payments herein above.
20. That the franchisee should display an attractive name board for the premises with mutual consent of Director Tourism, Jammu.
21. 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.
22. 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.

23. 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 Directorate of Tourism, Jammu on premature termination or on expiry of the contract period.
24. That the franchisee shall 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.
25. That the franchisee shall not be entitled to claim any compensation for reduction in license fee on this account from the Director Tourism, Jammu and Director Tourism shall not reimburse any part of the same to the franchisee.
26. That the franchisee shall have to strictly comply/abide by all the existing and future rule and regulations of Director Tourism, Jammu and or provision of J&K, Authorities Act & Rules, by Law & Regulation made there under.
27. That the franchisee shall have to use the premises solely for the purpose for which the contract is given.
28. That the franchisee shall not sublet either the whole premises or a portion of the same to any other third party.
29. The contract may be extended for a further period of 04 years after the end of 06 years, subject to the condition that :
 - a. Both the parties agree.
 - b. The franchisee agrees to pay the franchisee fee at the rate of 20 % above the fee paid by him in the 6th year per year for the next 04 years.
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 of explosion.
31. That the franchisee shall not sublet either the whole premises or a portion of the same to any other third party.
32. Under no circumstances, meat & alcoholic drinks be served or allowed to consume in the premises.

33. That the franchisee will have to serve local food/cuisines in the premises and shall use only preferably bio degradable crockery in the unit. Dish washing would be done in the kitchen pantry area and nowhere else.
34. That the franchisee shall get list of items to be sold at the premises and their rates approved by the Director Tourism Jammu on yearly basis and shall display the same at the premises.
35. That the franchisee will use only the commercial gas burner and/ or electric gadgets for cooking purpose.
36. That the garbage from the project must be disposed off by the franchisee in the safest place identified outside the premises.
37. That franchisee shall not alter the original shape of structure of the premises and shall be liable to pay the Director Tourism, Jammu on demand and keep it indemnify against any loss, damage or penalty which may be imposed by the Director Tourism Jammu.
38. 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.
39. That the Director Tourism Jammu 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 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 Director Tourism Jammu and if required the Director Tourism Jammu shall have the option to retain the same with payment of compensation as may be mutually agreed upon. In case the Director Tourism Jammu 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 the franchisee shall have to maintain cleanliness & hygiene of the premises and its surrounding areas at their own cost.
42. 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.
43. That the jurisdiction of all kinds of disputes between the parties to this agreement shall be in Jammu.
44. That on expiry of the contract or premature termination, the franchisee shall hand over the peaceful possession of the premises and clear all dues.

45. That in the event of any default in clearing the dues whatsoever to the Director Tourism, Jammu the Director Tourism, Jammu shall have right to recover the dues by forfeiting the earnest money.
46. 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 any officer nominated by him for arbitration. The decision of the Arbitrator as above shall be final & binding on both the parties to the contract.

Director Tourism,
Jammu

Copy to the:-

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Accounts Officer,
Directorate of Tourism,
Jammu

ANNEXURE “A”

Technical Bid

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

Name of the Individual/Firm/Companies	
Address (of both H.O and Branch Office)	
Telephone Numbers(s)	Mobile: Landline: Fax:
e-mail	
Legal Status	Individual/Private Ltd. Co/Partnership Firm/Proprietary concern:
Whether PRC (State Subject Certificate) enclosed	Yes/No
02 years experience in the field of managing Cafeteria/Restaurant/Coffee shop/Hotel/other allied infrastructure, if any	Yes/No
GST Registration Certificate details	Yes/No
Whether PAN details enclosed (copy of PAN Card is to be enclosed)	Yes/No
Whether CDR/FDR enclosed. If yes, Details	Yes/No
Whether Treasury challan/receipt as a cost of Documents enclosed	Yes/No