

TENDER DOCUMENT

Tender for running and managing a Cafeteria on license basis at Jampore Beach in Daman District.

Issued by:

Department of Tourism, Daman

Paryatan Bhavan, behind bus stand,
Nani Daman, Daman – 396210 (U.T).

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**U.T ADMINISTRATION OF DAMAN AND DIU,
DEPARTMENT OF TOURISM, DAMAN**

TENDER NOTICE

Tender No.: 1/136/DDT/DMN/PROPERTIES/2019-20/246 **Date:** 14/09/2019

The Deputy Director (Tourism), Daman invites sealed tenders through E-tendering system from eligible bidders for running & managing a cafeteria on license basis in the Daman at Jampore Beach for the period of one (01) year and further extendable annually upto two (02) years on satisfactory performance.

Description	Tender form cost	EMD
Tender for running and managing a cafeteria on license basis at Jampore Beach in Daman district Location of the site: Government Primary School, Jampore Beach, Moti Daman. Approx 371.00 Sq Mt (as per Appendix – III)	Rs. 2,000/- (non refundable)	Rs.1,00,000/-

The tender documents & other detail information will be available on E-Tendering website <https://www.ddtenders.gov.in>

Downloading of tender document starts from	14.09.2019 from 13.00 Hrs
Pre-bid meeting	23.09.2019 from 13.00 Hrs
Last Date & Time for submission of online bid	04.10.2019 upto 12.00 Hrs.
Last Date & Time for submission of offline bid	04.10.2019 upto 12.00 Hrs.
Technical bid opening date, if possible, on	04.10.2019 at 16.00 Hrs.
Financial bid opening date, if possible, on	04.10.2019 at 17.00 Hrs.

The tender document & other details will be available on <https://www.ddtenders.gov.in> from 14/09/2019 till 04/10/2019. Tender notice can also be seen at website www.daman.nic.in Bidders have to submit financial bid in electronic format only on www.ddtenders.gov.in. Financial bid in physical format shall not be accepted in any case.

Submission of tender fees in form of DD & EMD in form DD/FDR, valid copy of GST registration number with certificate, PAN number etc: These are the mandatory documents required to be submitted to the tender inviting authority by RPAD/Speed post/Courier/by hand however, tender inviting authority shall not be responsible for any postal delay. Incomplete & conditional tenders are liable to be rejected. The tender inviting authority reserves the right to accept/reject any or all tenders without assigning any reasons thereof.

SECTION: 1 FINANCIAL TERMS & CONDITIONS

- a. The successful tenderer shall have to furnish Bank Guarantee equivalent to one year rentals to serve as security deposit for the entire license period. The Bank Guarantee shall be irrevocable/unconditional and encashable by the licensee without assigning any reasons and the Bank shall honor the claim merely on demand from the licensor without any demur. The Bank Guarantee should be payable by the Bank merely on demands from the licensor, notwithstanding any dispute arises by the licensee or any suit pending in any Court of Law. The Bank Guarantee should be valid for the entire license period. The tenderer may produce Fixed Deposit Receipt (FDR) or demand Draft (DD) drawn in favor of Deputy Director Tourism, Daman 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 rent payable to the Department of Tourism, Daman.
- c. For the successful bidder, the Security Deposit shall be retained by the Tender Inviting Authority until the completion of the license period and be relicensed within 90 days after the completion of the Agreement/License period.
- d. The Security Deposit shall be forfeited in the following cases. If a successful bidder engages:
 - i. in any of the prohibited practices specified in this tender.
 - ii. is found to have a conflict of interest as specified in this tender.
 - iii. commits a breach of the terms and conditions prescribed in this tender.
- e. The licensee shall pay the sum of yearly license rent to the Deputy Director Tourism, Daman before signing the license agreement for the first year and one month in advance during the subsequent year of the license period specified. In case of the failure in making the payment of license 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 commencement of the particular year, the License Agreement shall be terminated and the Security Deposit will be forfeited. In such cases, the Licensee shall not have any claim on any investment made in the Licensed Property.
- f. The license period on the request of the licensee can be further extended only after according the approval from the competent authority by the Department of Tourism, Daman. The decision of the competent authority shall be final and binding.
- g. Demand Draft for tender document cost and EMD may be issued in the favour of Deputy Director (Tourism), Daman payable at Daman.

SECTION-2 GENERAL TERMS AND CONDITIONS

Tender through two tier bid system is invited by the Deputy Director Tourism, Department of Tourism, Daman for running and managing cafeteria on license basis at Jampore Beach in the Daman District for the period of one (01) year and further extendable annually upto two (02) years on satisfactory performance.

1. Eligibility and Qualification of the bidder:

- i. Any person, a firm, a company or a registered co-operative society or a trust engaged in the business of running Canteen services or Catering services or Restaurant/Hotel/Food court etc. is eligible to apply. The bidder shall have to enclose documentary proof in this regard for at least one year.
- ii. No change in constitution/shareholding of the successful tenderer will be done under any circumstances without the prior approval of the Deputy Director (Tourism) in writing.
- iii. The Bidder should have successfully performed in Running & Managing a cafeteria for at least three years.
- iv. Minimum turnover of the firm in whose name the tender is being applied should be Rs.1.00 crores per year for last three years. The licensee is required to submit copies of audited balance sheet along with the copies of Income tax Return for last three years in support.
- v. Proof of GST registration.
- vi. Copy of Pan Card.
- vii. An undertaking that the firm is not blacklisted/debarred from any Government organization/Department Section-3 Tender Form.
- viii. All the supporting documents in this regard to be submitted along with the physical bid document.

2. Scope of the work:

- i. The successful bidder/Licensee shall appoint qualified staff having sufficient experience to run& manage the cafeteria.
- ii. The successful bidder should set up and operate a cafeteria where good quality of food items, snacks along with Hot & Cold beverages & Ice-Creams, etc, shall be served.
- iii. All repairs works and routine maintenance of the cafeteria should be promptly done by the Successful Bidder.
- iv. The maintenance of the premises including installation of the prefabricated structure (if required) in the said premises, which will be licensed, shall be done by the successful bidder at his/her own cost to the satisfaction of Department of Tourism, Daman.
- v. Any alteration/addition, if required to be constructed by the Licensee, he shall seek prior written approval from Deputy Director (Tourism), Daman and that will become property of Department of Tourism, Daman on termination/expiring of the license period.
- vi. The licensed premises and other properties shall be used by the Licensee only for the purpose for which it is being licensed out. No other activity shall be carried out with the written permission from the licensor. The licensed premises and areas covered in the License Deed/Agreement shall not be used for any illicit or unlawful purposes.
- vii. The licensee has to maintain toilet in the cafeteria and allow them for use of common public at charges determined by the Tourism Department.
- viii. The maintenance of garden, lawns, footpaths shall be done by the Successful bidder specifically at his own cost.
- ix. The successful tenderer will make his own arrangement for drinking water and electricity for the area. The payment of electricity charges or any other charges of the Government, Local Self Government, Panchayat or any other charges shall be made by the successful tenderer at his own

cost directly. A separate electric connection, if required, should be obtained by the successful tenderer at his own cost.

- x. The successful tenderer shall obtain all necessary licenses and permissions as may be necessary from the various authorities, competent to issue such licenses and permissions at his own cost. Such licenses will be subject to the rules prevailing in this U.T from time to time and will be applicable to the Licensor also.
- xi. The premises are being licensed on "**as is where is basis**" and the successful tenderer shall have to provide the furniture, fixtures and other equipment of good quality and shall also provide all vessels, utensils, cutlery, crockery, electrical gadgets and all other equipment necessary for running the complex and maintain the same in good condition to the satisfaction of Deputy Director (Tourism), Daman. Similarly, good quality table linen, bed sheets etc., shall also be provided by the successful tenderer.
- xii. The successful tenderer will have to obtain insurance for the premises at his own cost with any Nationalized Insurance Company for a sum not less than the yearly license rent and shall keep it so insured against damage by fire, lightning or any other cause till the expiry of the license period. The decision of the Deputy Director (Tourism), Daman shall be binding on all the parties regarding share of the Insurance claim, if any. A separate insurance for public liability shall also be obtained by the successful tenderer.
- xiii. The licensee shall have to meet all the food quality norms as per the fssai.
- xiv. The Licensee shall use the premises for the sole purposes of conducting business as a cafeteria. Any other purposes shall require the Licensor's written consent.
- xv. The licensee shall obtain all necessary licenses, legal permissions and follow all the laws required for the operation of the cafeteria. The licensee shall be responsible for all the statutory compliances. In case of any violation, the license granted shall be cancelled along with forfeiture of license fee and security deposit. The violator shall also be liable for civil/criminal actions as per relevant provisions of the law.
- xvi. Deputy Director (Tourism), Daman reserves the right to reject any or all offers without assigning any reason.
- xvii. The Licensee shall duly at all time the provision of the Child Labour (Prohibition and Regulation) Act, 1986 and other element made in this regard.
- xviii. The Licensee is not permitted to assign or in any way transfer the right under this license to any other person or agency.
- xix. The successful bidder shall have to provide residential facilities to his/her staff at his/her own cost.
- xx. The successful bidder 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.

3. Other Terms & Conditions

- i. The contract for Running & Managing a cafeteria on license basis at Jampore Beach in the Daman district for a period of one (01) year and further extendable annually upto two (02) years on satisfactory performance from the date of entering into an agreement between Department of Tourism, Daman and the successful licensee. The licensed rent will get increase by 10% every year.
- ii. The schedule of the property, which shall be handed over to the licensee, is mentioned in Section-6 of the tender documents
- iii. The period of license shall be for one (01) year and further extendable annually upto two (02) years from the date of executing the agreement. However, the license can be cancelled at any time before the expiry of the period of One (01) year by giving 01 month's notice by the Deputy Director Tourism, Department of Tourism, Daman.

- iv. In the event if the Successful Bidder/licensee committing any breach of the terms and conditions herein contained and on their part to be observed and performed, the Deputy Director Tourism, Department of Tourism, Daman 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 Bidder/licensee's failure to remedy the breach to the satisfaction of the Department of Tourism, Daman within the period of 30 days. In such case, the Successful Bidder/licensee shall handover quiet and peaceful possession of the premises to the Deputy Director Tourism Department of Tourism, Daman on expiry of the notice period.
- v. Any sums due by the Successful Bidder/licensee to the Department of Tourism, Daman under his/her license shall be recoverable as arrears of Land Revenue.
- vi. If notice of the termination of license is given either by the Successful Bidder or by the Department of Tourism, Daman the Successful bidder shall pay all sums due or falling due to the Department of Tourism, Daman upto the official year in which such notice is given.
- vii. The licensee shall on termination or revocation of the license, handover the possession of the said premises to the Department of Tourism, Daman in as good condition as it was on the date of taking over the premises on license, normal wear and tear being accepted.
- viii. The successful bidder/licensee shall comply with all prevailing labour laws/ Municipal laws & statutory requirement of Central Government. In case on non- adherence of the any laws/ regulations of the statutory bodies, the successful bidder/licensee will be fully responsible for the consequences arising out of non adherence by the successful bidder/licensee.
- ix. The successful bidder/ licensee shall take all precaution and safety measures for safety and security of its personnel and the Department of Tourism, Daman will not in any way be responsible for any disability/ injury i.e. permanent or temporary disablement caused to any catering staff during discharge of their duties.
- x. The successful bidder/ licensee should have proper valid license from concerned/ prescribed authorities to prepare & serve the food items and shall comply with all norms & guidelines of the statutory Authorities in this regards. The successful bidder/licensee shall be sole responsible for any consequence arising out due to Non compliance of any guidelines of the concerned statutory authority and the Department of Tourism, Daman shall be in no way responsible for the same.
- xi. No Structural Change is allowed. However, if the successful bidder/licensee wants to carry out any interior work without affecting the structure, same can be done at his own cost after seeking prior permission of The Deputy Director Tourism, Daman and getting the interior plan approved by Deputy Director Tourism, Daman.
- xii. The Deputy Director Tourism, Daman will have the right to enter upon the cafeteria space and inspect any area during the day and nighttime.
- xiii. Except with the written consent of the Deputy Director Tourism, Daman 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 Restaurant premises by way of the sale, gift, exchange, mortgage, sub-license or otherwise whatsoever.
- xiv. The Successful bidder shall enter into an agreement with the Department of Tourism, Daman within 10 days from the acceptance of the offer.
- xv. If any damage is done to the premises and licensed property by fire, water or any other cause whatsoever through negligence or otherwise of the

- successful bidder or his agents, the bidder shall make good the entire damage at its own expense.
- xvi. The premises of the cafeteria shall be open to all castes and communities without any prejudice. The cafeteria shall be run for the convenience of the visitor during the hours fixed by the Department of Tourism, Daman from time to time and as may be permitted as per the conditions of licensing authority.
 - xvii. The Successful bidder shall not install any Plant or Machinery except as may be approved in writing by the Deputy Director Tourism, Daman. 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.
 - xviii. The Successful bidder shall not use kerosene, firewood or any other type of smoke omitting stoves in the cafeteria.
 - xix. The Successful bidder shall at all time keep in the premises lawful weights, scale and measures duly verified and stamped.
 - xx. The Successful bidder shall observe all the rules of health and hygiene in storing, preparing, handling and servicing articles of food in the complex.
 - xxi. The Successful Bidder shall comply with all the bye-laws and regulations of local and other statutory authorities having jurisdiction over the works and shall be responsible for the payment of all fees and other charges and the giving and receiving of all necessary notices, and keep the Tender Inviting Authority informed of the said compliance with the by-laws, payments made, notices issued and received.
 - xxii. Any conflict arising between the selected bidder and the Tender Inviting Authority during the period of execution or after completion of work shall be referred to a mutually agreed arbitrator and the proceedings shall be governed by provisions of the Indian Arbitration & Conciliation Act and the venue of Arbitration shall be Daman and after as per Law subject to Daman Jurisdictions.

These terms and conditions will form part and parcel of the proposed license deed which will be executed before handing over the possession of the property to be licensed. However, the conditions are only illustrative and the final agreement to license shall be drawn up after opening and acceptance of tenders. This however, shall not derogate from the rights of the Deputy Director Tourism, Daman of finally approve the said agreement and the license with such terms and conditions as he/she deems suitable to incorporate. Notwithstanding anything in the foregoing conditions the Deputy Director Tourism, Daman 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.

4. Rates and Quotes

The bidder has to quote the yearly license rent inclusive of all taxes payable to the Department of Tourism, Daman. The quoted rates shall be firm and shall not be subject to any change whatsoever.

5. Uploading of Tender

The bidder shall upload the mandatory documents of the tender on <http://www.ddtenders.gov.in> only and the other related hard copies of the firm may be submitted in a sealed envelope super scribed as running and managing of cafeteria on license basis at Jampore Beach in the Daman district addressed to the Deputy Director Tourism, Department of Tourism, Daman.

6. Opening of Tenders

The Deputy Director Tourism, Daman will open the on-line tenders at the specified date and time as indicated in the NIT.

7. Tender Evaluation

The bids will be evaluated by the Evaluation Committee duly approved by the competent authority which will decide the **highest bidder (H-1)** on the basis of annual license rent provided by each bidder.

8. Scrutiny of Tenders **Unresponsive bids:**

The tenders will be scrutinized before further evaluation to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender Document. The tenders received, are liable to be treated as non – responsive and will be summarily ignored, if:

- a. Bid is unsigned and incomplete in any aspect.
- b. Bid validity is shorter than the required period.
- c. Bid not submitted in accordance with this document.
- d. The bidder qualifies the bid with his own conditions.
- e. Bid is received after due date and time.
- f. Bid is not accompanied by all requisite documents.
- g. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the agreement

9. Tender Validity

The tenders shall remain valid for acceptance for a period of 120 days (one hundred twenty days) after the date of tender opening prescribed in the Tender Document.

10. Award of work

Award of work in the form of Possession Letter shall be issued to the successful bidder only after execution of license agreement and submission of the said documents to the Deputy Director Tourism, Department of Tourism, Daman.

Note:

- i. In case bidder needs any clarification on the Tender Document or Scope of Work, they can contact in the Department of Tourism, Daman, Paryatan Bhavan, behind bus stand, Nani Daman, Daman – 396 210.
- ii. The Tender Inviting Authority reserves the right to relax any of the conditions of the Tender Document if suitable bidders are not found due to exigency of situation

Section-3 Tender Form

(For all the terms & conditions of tender document are acceptable to bidder)

To,
The Deputy Director (Tourism)
Department of Tourism,
Behind bus stand,
Nani Daman
Daman- 396210

RefNo. _____ Dated _____

I/We, the undersigned have examined the above mentioned tender document, including amendment/corrigendum no._____, dated (*if any*), the receipt of which is hereby confirmed. We now offer the tender for running & managing cafeteria on license basis at Jampore Beach in the Daman District for a period of one (01) year and further extendable annually upto two (02) years on satisfactory performance, in conformity with your above referred document.

If our tender is accepted, we undertake to set up cafeteria on license basis in at Jampore Beach in Daman district for a period of one (01) year and further extendable annually upto two (02) years on satisfactory performance, as mentioned in tender document.

I/We further confirm that, if my bid is accepted by the Authority I/We shall provide you with a performance security of required amount in an acceptable form for due performance of the agreement.

I/We agree to keep our tender valid for acceptance as required in tender document or for subsequently extended period, if any, agreed to by us. I/We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. I/We further confirm that, until a formal agreement is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

I/We confirm that we fully agree to the terms and conditions specified in above mentioned tender document, including amendment/ corrigendum etc. if any.

(Signature with Date) (Name and Designation)

To Be Signed by the Proprietor / All Partners of the Firm / Directors of the Company under It Common Seal

Section4 Instructions to Bidders

1. Tender Contents

The Tenders are to be submitted online on www.ddtenders.gov.in and offline at the Department of Tourism, Daman in two part bid system:

- Technical Proposal (signed and stamped tender document and mandatory documents)
- Financial Proposal

Technical Proposal

The Technical proposal should contain

- i. Tender Document (duly signed and stamped to be submitted along with physical bid document)
- ii. Mandatory documents as mentioned below to be uploaded online along with financial bid and to be submitted along with signed copy of the tender document as a part of the technical proposal:
- iii. Tender Fee of Rs. 2,000/- in the form of a Demand Draft drawn on any Nationalized / Scheduled Bank in favour of the Deputy Director Tourism payable at Daman.
- iv. Earnest Money Deposit of Rs.1,00,000/- in the form of a Demand Draft/ FDR drawn on any Nationalized/Scheduled Bank in favour of the Deputy Director Tourism payable at Daman,
- v. Company registration Certificate under the Companies Act, 1956/2013/Shop establishment Certificate.
- vi. Proof of GST registration.
- vii. Copy of Pan Card.
- viii. Audited Balance Sheet of the last three years.
- ix. Copy of Income Tax Return (ITR) of last three years.
- x. An undertaking that the firm is not blacklisted/debarred from any Government Organization/Department which is Section-3 Tender Form.

Financial Proposal

The financial proposal should be quoted as the final cost inclusive of all applicable taxes. The Financial Proposal is to be submitted **ONLINE only**. The online financial bid of only technically qualified bidders shall be opened. The prices quoted shall be firm and shall remain unchanged during the entire period of the agreement. The financial licensed rent will be increased by 10% every year.

Additional Information:

- Bidders may add any further information that they consider relevant for the evaluation of their tender that gives a better understanding of their capability.
- However, the bidders will have to apply on-line. The mandatory documents specified in this document shall be submitted before the prescribed dates physically in the office of The Deputy Director Tourism as well.

2. Right to accept / reject tender

No tender will be considered unless the tender documents are fully and completely filled in. All information that may be asked from a bidder must be unequivocally furnished.

The Deputy Director Tourism reserves to itself the right to accept or reject any tender or reject all tenders without assigning any reason thereof, and without thereby incurring any liability to the affected bidders.

The tenders shall be considered invalid and non-responsive for non-submission of any document stipulated

Section 5: Details of the Property

Details of the Property hereby licensed

A. Location: 1 Government Primary School, Jampore Beach, Moti Daman

1. Nature of structure: RCC Column and Beam
2. Total Proposed area: Approx 371.00 Sq Mt
3. Floor Dimension:
 - Block 1: 1 x 6.45 x 7.60 mt.
 - Block 2: 1 x 7.80 x 9.55 mt.

APPENDIX - I

Financial Bid

(To be submitted online only)

FINANCIAL BID FOR RUNNING & MANAGING CAFETERIA ON LICENSE BASIS AT JAMPORE BEACH IN THE DAMAN DISTRICT FOR THE PERIOD OF ONE (01) YEARS AND FURTHER EXTENDABLE ANNUALLY UPTO TWO (02) YEARS ON SATISFACTORY PERFORMANCE.

Sr. No.	Description of the Property	Period of License	License Rent offered per annum
1.	License rent for running & managing a cafeteria on license basis at Government Primary School, Jampore Beach, Moti Daman in daman district	One (01) year	

*** Every year the licensed rent will be increased by 10%.**

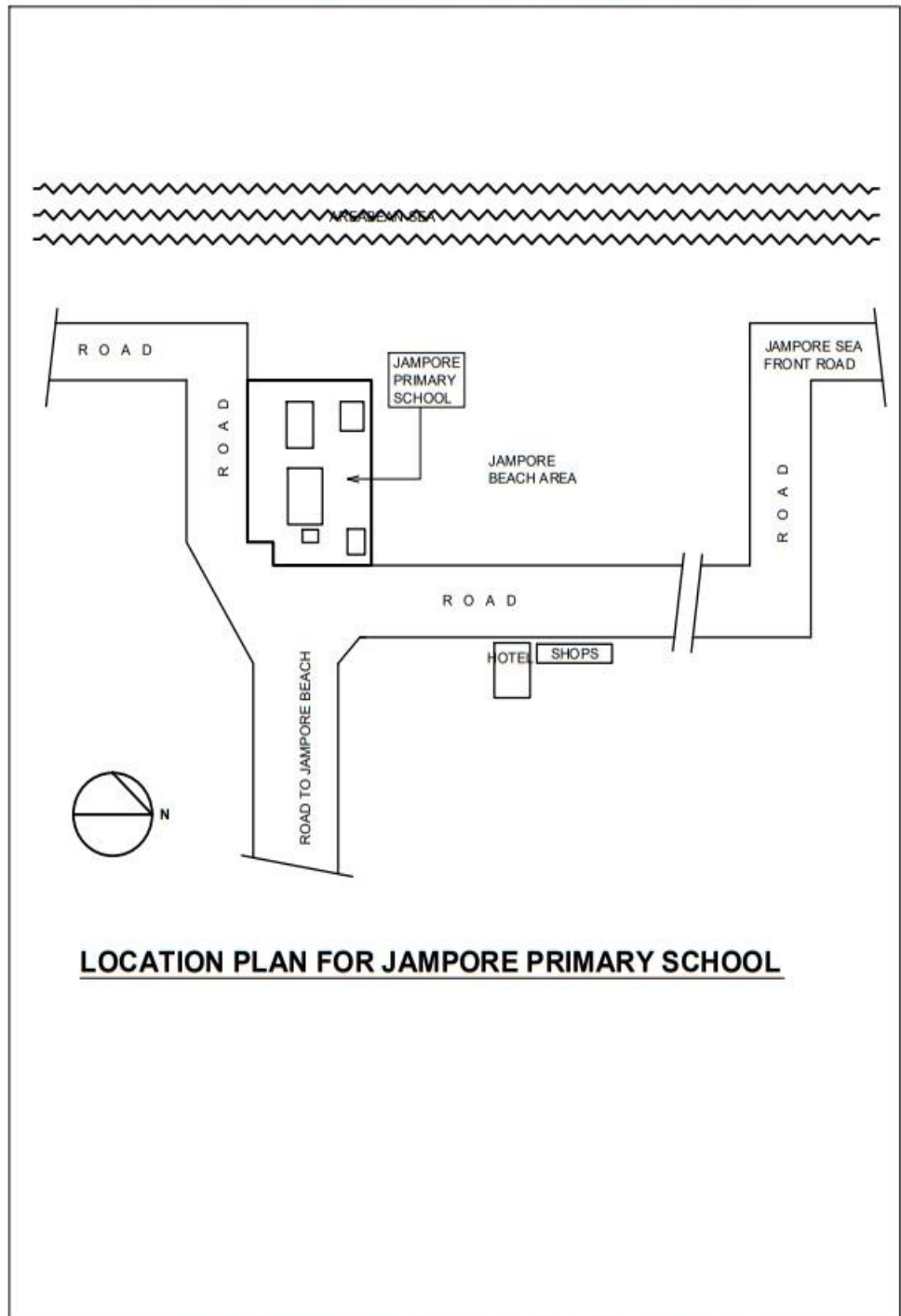
APPENDIX – II

Map of Location: Government Primary School, Jampore Beach, Moti Daman

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LOCATION PLAN FOR JAMPORE PRIMARY SCHOOL

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APPENDIX – III

Site Plan: Government Primary School, Jampore Beach, Moti Daman

