GOVERNMENT OF INDIA  
U.T. ADMINISTRATION OF DAMAN & DIU,  
DEPARTMENT OF TOURISM,  
INFORMATION & PUBLICITY, DIU.  

NO. 4-97/DT-ADM/2017-18/ 20  

TENDER NOTICE

On behalf of the President of India, the Deputy Director (Tourism), Diu invites sealed Tenders to Leasing out Cycle Stand Depot with registration room situated at Parking place at Nagoa-Diu for a period of 3 years.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Place</th>
<th>Upset Price per Annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>01.</td>
<td>Leasing out Cycle Stand Depot with Registration room situated at Parking Place at Nagoa-Diu.</td>
<td>₹1,74,000/-</td>
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<td></td>
<td>(Rupees One Lakh Seventy Four Thousand Only)</td>
<td></td>
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</table>

Tender Form alongwith the Terms & Conditions will be available from the Office of the Information Assistant, Tourism Department, Diu during office hours on any working day from 06-11-2017 to 15-11-2017 on payment of Rs.500/- as Tender Fees. Non-refundable. (NO TENDER FORM WILL BE ISSUED BY POST)

Tender duly filled in all respect alongwith the Bid Security (Earnest Money Deposit) of Rs.10,000/- (REFUNDABLE) in form of Fixed Deposit Receipt from any Nationalized Bank/Schedule Bank drawn in favour of the Deputy Director (Tourism), Diu valid for a period of six months should reach the Department of Tourism, Information & Publicity, Bunder Chowk, Diu on or before 4:00 p.m. on 16-11-2017. Tender so received will be opened on next day 17-11-2017 at 4:00 p.m. if possible in presence of available lessees.

Right to accept or reject any or all tenders without assigning any reason thereof is reserved by the undersigned.

(DR. APURVA SHARMA)  
DEPUTY DIRECTOR  
(TOURISM), DIU.

Copy to :-

The D.I.O, N.I.C., Diu.......to upload on Govt. website please.
TENDER FORM

Tender Form issued to Shri/Smt./M/s.................................................................
for Leasing out Cycle Stand Depot with registration room situated at Parking place at Nagoa-Diu
for a period of 3 years vide POS Invoice/Receipt No._______ dated _____________.

Diu.                                             INFORMATION ASSISTANT,
Dated: - /11/2017.                          TOURISM DEPARTMENT, DIU.

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<table>
<thead>
<tr>
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<tbody>
<tr>
<td>01.</td>
<td>Applicants full name (in capital)</td>
</tr>
<tr>
<td>02.</td>
<td>Present address with Tele. No.</td>
</tr>
<tr>
<td>03.</td>
<td>Details of present business/trade in which applicant is engaged.</td>
</tr>
<tr>
<td>04.</td>
<td>Details of past trade activities. The past Experience in running of cycle stand depot for which tender is given &amp; to be started with all relevant details and evidence/certificate in its support to be attached with tender form.</td>
</tr>
<tr>
<td>05.</td>
<td>Proposal for setting up cycle stand depot and list of items attached with Tender Form.</td>
</tr>
<tr>
<td>06.</td>
<td>Copy of PAN card.</td>
</tr>
<tr>
<td>07.</td>
<td>Copy of Income Returns for last 2 years i.e. (Assessment year 2015-16 &amp; 2016-17)</td>
</tr>
<tr>
<td>08.</td>
<td>Copy of GSTIN Registration No.</td>
</tr>
<tr>
<td>09.</td>
<td>Copy of terms &amp; conditions duly signed by the firms / agencies / person(s).</td>
</tr>
<tr>
<td>10.</td>
<td>Payable terms of conditions by the applicant for setting up Cycle Stand Depot.</td>
</tr>
<tr>
<td>11.</td>
<td>Details of financial stability of the Applicant.</td>
</tr>
<tr>
<td>13.</td>
<td>Amount offered as lease rent for cycle stand depot with registration room per Annum. (in figure &amp; words).</td>
</tr>
<tr>
<td>14.</td>
<td>Additional information if any relevant to the proposed.</td>
</tr>
</tbody>
</table>

Signature of
Firms / Agencies / Person(s).

NOTE:- In case of registered firm, private or public limited companies, the Power of Attorney for authorized signatory signing the tender may be attested failing which the tender shall not be considered.
1. The tenders are invited for leasing out Cycle Stand Depot area admeasuring 143 Sq.mtrs. (map attached as Annexure-II) with registration room situated at parking place at Nagoa-Diu for a period of 3 years.

2. The up-set price of ₹1,74,000/- has been fixed per year.

3. The lease will be for a period of 3 years from the date of handing over possession of the said premises. At the end of the lease period, the lessee has to handover peaceful possession to the lessor without fail.

4. The only trade permissible at the leased venue shall be the trade of renting cycles.

5. The lessee has to furnish Bid Security (EMD.) ₹ 10,000/- in form of Fixed Money Deposit Receipt drawn in favor of the Deputy Director (Tourism), Diu payable at Diu from any Nationalized Bank/Schedule Bank valid for a period of six months alongwith the tender. Tender bid received without bid security (EMD) will directly disqualified from the said bidding / tender.

6. Incomplete tender, in any respect or conditional tender shall not be accepted whatsoever.

7. The lessee should furnish the following alongwith tender (a). Copy of PAN card, (b). Copy of Income Tax Return for last two years (i.e. Assessments year 2015-16 & 2016-17) & (c). Copy of Terms & conditions duly signed by the firm/agencies/person(s) with seal (d). Copy of GSTIN Registration No. as per Annexure I.

8. The tender should be submitted to the Deputy Director (Tourism), Department of Tourism, Information & Publicity, Diu in a sealed envelope super scribing as "Tender for Leasing out Cycle Stand Depot with registration room situated at parking place at Nagoa-Diu" alongwith EMD upto 4.00 P.M. on 16-11-2017 and the same will be opened on 17/11/2017 at 4.00 p.m. in presence of available lessees & committee members in the Chamber of the Deputy Director (Tourism), Diu.

9. The successful lessee will have to deposit the rent for the current year in advance in form of Demand Draft in favour of Collector, Diu and 10% of the accepted bid offered by the lessee as a Performance Security Deposit in the form of FDR in favour of Collector, Diu valid for a period of three (3) years.
10. Within 60 days of the opening of tenders, the Deputy Director (Tourism), Diu or an officer nominated by him shall communicate to the lessee whose tender has been accepted, calling upon him to remit tendered premium amount within 15 days from the date of issue of the acceptance letter. The payment shall be made by Bank Demand Draft payable at Diu in favour of Collector, Diu. No time extension to make the payment beyond the due date will be granted under any circumstances and **12% penal interest** will be charged **every month** for delayed premium amount. In case of delay beyond three months, the tender shall stand automatically cancelled without any further notice.

11. On failure to pay the lease premium / to accept the offer as per the time schedule, the lease offer for Leasing out Cycle Stand Depot with registration room situated at Parking place at Nagoa-Diu automatically stands cancelled, without any further intimation and amount of EMD will be forfeited and the offer will be given to next highest bidder (i.e. 2nd & 3rd).

12. After the lease premium has been paid in full alongwith the delay payment charges, if any and all other conditions satisfied, the applicant will be entitled to sign an agreement of lease, which enable him to enter upon the Cycle Stand Depot with registration room situated at parking place at Nagoa-Diu.

13. Annual premium must be paid one month in advance before the commencement of next year.

14. The premium must be paid regularly by the lessee and premium receipt produced for inspection of the appropriate authority, as and when demanded.

15. The tender shall remain for acceptance for a period of six months, from the date of opening of tenders. If any lessee withdraws, surrenders or modifies his tender on any ground whatsoever before the said period, or makes any modification in the terms & conditions of the tender, the entire amount of the EMD shall be forfeited. This shall be without prejudice to other rights or remedies that may be available to Tourism Department, Diu.

16. Collector & Additional Director (Tourism), Diu reserves right to amend, revoke or modify the lease at his discretion as well as to withdraw all or any of the terms and conditions at any stage without any prior communication/notice or/and without assigning any reason whatsoever.

17. The Cycle Stand Depot with registration room situated at parking place at Nagoa-Diu is offered on *as is where basis*. It is presumed that the lessee has inspected the premises and familiarized himself with the prevalent premise conditions in all respects before submitting the tender.
18. The tender committee shall normally accept the best financial offer provided that it is above the reserve price and found to be competitive enough to reflect the market value of the land tendered. The successful lessee shall execute the Lease Agreement as prescribed at his own cost.

19. The tender committee may reject any tender including the highest tender. The confirmation of the highest tender shall be in the sole discretion of the Deputy Director (Tourism), Diu who does not bind himself to confirm any tender including the highest tender and reserves to himself the right to reject all or any of the tenders without assigning reason, the tender not fulfilling any of the prescribed conditions or incomplete in any respect shall be rejected.

20. The Lessee shall not be allowed to transfer or assign or share his obligation under the said contract with any other person(s) subject to prior approval of the Collector, Diu who may impose conditions as deemed fit.

21. The Lessee shall not carry any other trade at the “CYCLE STAND DEPOT” other than one in respect of which the present lease is granted.

22. The Lessee shall develop the area for the purpose at his own cost and no permanent structure will be permitted to be constructed in any case whatsoever.

23. The Lessee shall keep the premises including the surrounding clean and tidy to the satisfaction of the Tourism Department, Diu and shall not store or allow to accumulate any refuge except those which are absolute necessary for the purpose of Cycle Stand Depot.

24. The Lessee shall not allow the customers/tourists to spread beyond the lease portion. The Lessee should confine to the area allotted.

25. The “CYCLE STAND DEPOT” shall be kept open to all castes and communities without any prejudice. It shall be run for the convenience of the tourists/visitors.

26. The lessee has to purchase 100 Nos. of unisex bicycle (for ladies & gents) in good & running conditions at his own cost & keep the same at five (5) pick-up/drop points at Nagoa Beach, Ghoghla Beach, Diu Fort, Bunder Chowk near Jetty & Parking at INS Khukri Memorial.

27. The lessee has to provide pick & drop facility throughout the district for all cycles rented by it.
28. The lessee has to charge reasonable rates for hiring of cycles from the tourists/visitors. Prior approval of Collector & Additional Director (Tourism), Diu will be necessary for fixing the cycle rental rate.

29. The lessee has to provide standard brand bicycle such as Hercules, Hero, Atlas etc. and specification are as under:-
   a. Frame: Alloy full suspension frame with inner decals.
   b. Fork: Suspension fork.
   c. Brakes: Front zoom disc brake and rear V brakes.
   d. Shifter: 3 speed.
   e. Front derailleur: 3 speed.
   f. Rear derailleur: 5 speed.

30. The Lessee should ensure adequate safety measures for the tourists/visitors. All cycles to have reflectors. All riders to be provided helmet by lessee.

31. The Lessee shall make his own arrangement for power, water supply etc.

32. The copy of the agreement of lease, indicating the amount on which stamp duty is payable, will be sent to the successful lessee / allottee alongwith the demand letter to get the same deed papers stamped from the Collector, Diu. It will be the sole responsibility of the successful lessee / allottee to submit the agreement of lease duly stamped & signed by Collector before issue of the possession letter to him. The possession of the "CYCLE STAND DEPOT" will be handed over only after the payment of annual Lease amount, Performance Security Deposit & and submission of the said documents.

33. Collector & Additional Director (Tourism), Diu reserves the right to direct any increase in the number of cycles available on rent at any or each of the above mentioned sites. Collector, Diu can also, at his discretion, direct the lessee to keep specific number of cycles at specific locations, which may or may not be the same as those in para 26.

34. The following charges are not included in the lease premium and will have to be paid separately by the successful lessee.
   - Legal charges for documentation.
   - Stamp duty, registration and other charges.
   - Water, power, local taxes and any other charges payable to any other concerned authority under any act during the lease period.

35. In the event of any question arising as to the interpretation of any condition/words etc., it shall be referred to the Collector & Additional Director (Tourism), Diu and his decision thereon shall be binding to both the parties, and no claim of any kind on such interpretation will be entertained.
36. The Lessee has to make arrangement for portable drinking water facility for the tourists/visitors.

37. The lessee may be allowed to run shop in part of the cycle stand area/leased out premises to sell soft-drinks, snacks etc. only after obtaining necessary licenses from the concerned authorities.

38. The Lessee cannot make any alteration/addition in the lease premises without prior permission of the Collector, Diu. Report of the Information Assistant, Tourism Department, Diu or any other Govt. Servant in this regards shall be final & conclusive for all purpose.

39. All arrears of license fees or any other Govt. local Panchayat dues or any other loss suffered by Govt. of non-fulfilling the conditions thereof on account of negligence or carelessness on the part of the Lessee or his agent or servants shall be recovered from the Lessee as arrears of land revenue.

40. Tourism Department, Diu shall not be responsible and liable for any loss or damage or claim to the structure or goods or other assets or fixtures of Lessee an account of theft, fire, water or electricity failure, accidents or any other cause whatsoever.

41. The lessee shall not damage any Govt. property, which is found around and shall not cause any hindrance to passer-bys.

42. Breach of any of the aforesaid conditions of the contract or tender or any other rule or act or regulation or guidance in force shall result in termination of the lease agreement and the lessee shall be free to resume the said premises without payment of any compensation with a notice of seven days to the lessee.

43. Non-fulfillment of the conditions mentioned above within the specified time limit will make the Lessee liable for termination.

44. All entries in the tender form should legible and filled clearly. If, the space for furnishing information is not sufficient, a separate sheet duly signed by the authorized person of Firm/Agency should be attached with the tender documents.

45. There shall be no master-servant relation between Tourism Deptt., Diu & employees of lessee.

46. Collector & Additional Director (Tourism), Diu reserves the right to imitatetally add or alter any or all clause of the agreement if found necessary without any prior intimation or consultation of any kind.
47. In case of any dispute, the first arbitration authority shall be Secretary (Tourism), Daman & Diu & final authority shall be Advisor to Hon. Administrator, Daman & Diu.

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Signature of the Tenderer
(In view of acceptance of above all Terms & conditions.)

[Signature]
Deputy Director (Tourism),
Diu.
Cycle Depot at Nagoa Beach

Legend

- Adityas Hoka Resort
- Feature 1
- Feature 2
- Tourism Cycle Depot