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

NO. 4-55-96/DT-ADM/Part-II/2014-15/ 238
DATED: 08/10/2014

TENDER NOTICE

On behalf of the President of India, Dy. Director (Tourism), Department of Tourism, Information & Publicity, Diu hereby invites Sealed Tenders superscribing as "TENDER FOR LEASING OUT ROOF TOP OF CHANGING ROOM (DUB CHICK) FOR SETTING UP BAR-CUM-RESTAURANT" at Nagoa Beach, Nagoa-Diu" for a period of 5 years.

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Place</th>
<th>Area</th>
<th>Up-set price of lease rent per annum.</th>
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<tbody>
<tr>
<td>01.</td>
<td>Roof Top of Changing Room (Dub Chick) for setting up Bar-Cum-Restaurant&quot; at Nagoa Beach, Nagoa-Diu&quot;</td>
<td>133 Sq.Mtrs.</td>
<td>Rs. 1,39,650/-</td>
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</tbody>
</table>

The successful tenderer will have to develop the area at his / their own cost. The structure will have a tubular frame with tarpoline or cloth cover and no permanent structure to be constructed in any case whatsoever.

The Tender Form alongwith the Terms and Conditions can be obtained from the office of the Information Assistant, Department of Tourism, Diu from 10/10/2014 to 27/10/2014 during office hours on payment of Rs.500/- non-refundable. NO TENDER FORM WILL BE ISSUED BY POST.

The Tender Form duly filled in all respect alongwith the EMD (Bid Security) of ₹ 7,000/- duly drawn in favour of the Dy. Director (Tourism), Diu, payable at Diu from any Nationalized / Scheduled Bank alongwith the tender documents and duly signed by the tenderer in token of acceptance of Terms & Conditions should reach at the office of the Information Assistant, Department of Tourism, Diu on or before 28/10/2014 upto 6.00 P.M. The tender so received will be opened next day i.e. on 29/10/2014 at 4:00 P.M. in the chamber of the Dy. Director (Tourism), Diu in presence of the available tenderers if possible.

The right to accept or reject any or all the tender without assigning any reason thereof is reserved by the undersigned.

(TANVIR AHMAD)
DY. DIRECTOR (TOURISM),
DIU.

Copy to :-

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

Issued to Shri/Smt. M/s
for Leasing out Roof Top of Changing Room (Dub Chick) for setting up Bar-Cum-Restaurant* at
Nagoa Beach, Nagoa-Diu *. Received Rs.500/- vide Receipt No.______ dated

DIU.
Dated:--

INFORMATION ASSISTANT,
TOURISM DEPARTMENT, DIU

TENDER FORM FOR LEASING OUT ROOF TOP OF CHANGING ROOM (DUB CHICK) FOR SETTING UP
BAR-CUM-RESTAURANT* AT NAGOA BEACH, NAGOA-DIU *.

1. Applicant’s full name in capital letters

2. Present Address with Phone numbers etc.

3. Permanent Address with Phone number etc.

4. Details of present business or trade in which applicant is engaged.

5. Details of past trade activities. The past experience in running Bar-Cum-Restaurant
for which tender is given to be stated with all relevant details and evidence in its support
to be attached with tender form.

6. Proposal for setting up the Bar-Cum-Restaurant
and list of items attached with tender form.
Details proposals for setting up of Bar-cum-
Restaurant facilities and list of items attached
with tender form.

7. Probable investment the applicant
wants to make for Bar-Cum-
Restaurant.

8. Details of Financial Stability of the applicant

9. Details of amount of E.M.D.

10. Amount offered as lease rent for running
Bar-Cum-Restaurant per annum.
(In figure & words)

11. Additional information if any,
relevant to the proposed Business.

SIGNATURE OF THE TENDERER

NOTE:-- In case of registered firms, private or public limited companies, the power of Attorney for authorised
signatory signing the tender may be attested failing which the tender shall not be considered.
TERMS AND CONDITIONS FOR “LEASING OUT ROOF TOP OF CHANGING ROOM (DUB CHICK) FOR SETTING UP BAR-CUM-RESTAURANT” AT NAGOA BEACH, NAGOA-DIU.

01. Tender is invited for LEASING OUT ROOF TOP OF CHANGING ROOM (DUB CHICK) FOR SETTING UP BAR-CUM-RESTAURANT” AT NAGOA BEACH, NAGOA-DIU over an area of 133.00 sq.mts. for running/setting up Bar-Cum-Restaurant.

02. The upset price of ₹ 1,39,650/- is fixed for leasing out Roof Top of Changing Room (Dub Chick) for setting up Bar-Cum-Restaurant” at Nagoa Beach, Nagoa-Diu, per annum. The lease period will be of 05 years which can be extended further if considered necessary with possible revision of terms & conditions by the competent authority.

03. The tender form alongwith the terms and conditions is available at a cost of ₹ 500/- in the Office of the Information Assistant, Department of Tourism, Information and Publicity, Diu w.e.f. 10-10-2014 till 27-10-2014 during office hours on all working days.

04. The tenderer has to furnish Earnest Money Deposit (Bid Security) of ₹ 7,000/- in form of Demand Draft/Fixed Deposit Receipt drawn in favour of the Dy. Director (Tourism), Diu, payable at Diu from any Nationalized / Scheduled Bank alongwith the tender documents.

05. Tenderer should enclose experience certificate of having knowledge in running Bar-Cum-Restaurant.

06. The Tender Form duly filled in all respect alongwith EMD (Bid Security) of ₹ 7,000/- duly drawn in favour of the Dy. Director (Tourism), Diu, payable at Diu from any Nationalized / Scheduled Bank and duly signed by the Tenderer in token of acceptance of terms and conditions shall be submitted in sealed envelope super scribing as “THE TENDER FOR LEASING OUT ROOF TOP OF CHANGING ROOM (DUB CHICK) FOR SETTING UP BAR-CUM-RESTAURANT” AT NAGOA BEACH, NAGOA-DIU on or before 28-10-2014 upto 6.00 p.m. The tenders so received shall be opened on next day at 29/10/2014 at 4:00 P.M. in presence of available tenderers.

07. The Successful tenderer will have to deposit the rent for the current year in advance in the form of Demand Draft / Fixed Deposit Receipt in favour of Collector, Diu & 10% of the accepted bid offered by the tenderer as an performance security in the form of F.D.R. in the name of Collector, Diu.

08. On failure to pay the lease premium / to accept the offer as per the time schedule, the lease offer for LEASING OUT ROOF TOP OF CHANGING ROOM (DUB CHICK) FOR SETTING UP BAR-CUM-RESTAURANT” AT NAGOA BEACH, NAGOA-DIU automatically stands cancelled, without any further intimation and amount of EMD will be forfeited. And failure to not accepting the order and take over the possession will lead to not participating in the same next tender.

09. Within 60 days of the opening of tenders, the Deputy Director (Tourism), Diu or an officer nominated by him shall communicate to the tenderer whose tender has been accepted, calling upon him to remit tendered premium amount alongwith 10 % performance Security 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. The time extension to make the payment beyond the due date will not be granted under any circumstances.

10. 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 execute & sign an agreement of lease, which enable him to enter upon the premises of Roof Top of Changing Room (Dub Chick) for setting up Bar-Cum-Restaurant” at Nagoa Beach, Nagoa-Diu.

11. Annual premium must be paid one month in advance before the commencement of next year. Failing which, 12% penal interest will be charged every month for delayed of premium amount.

12. The premium must be paid regularly by the Leasee and premium receipt produced for inspection of the appropriate authority.
13. The envelope should contain the following basic documents:

a) Latest Income Tax Clearance Certificate (ITCC) available. If for any of the year(s) upto 2013-2014, ITCC not available, Receipt issued by the Income Tax Authority in support of the tenderer having submitted the Income Tax Return for that year will be provisionally accepted for opening of tender.

b) The details of assets and liabilities and annual reports of the company as on 31-03-2014 showing the financial soundness of the bidders.

c) Certificate supporting facts for meeting the eligibility Criteria laid down by the Tourism Department, Particularly experience in running of bar-cum-restaurant or other related activity (Experience in running Bar-Cum-Restaurant).

d) Attested copies of Articles of Association (in case of companies), Bye Laws and certificate of registration in case of registered co-operative societies/partnership deed in case of partnership firms).

e) Any other documents which may be relevant to the tender.

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

14. ELIGIBILITY

a) Any person, a group of persons, a firm, a company or a registered co-operative society engaged in business of running/operating Bar-Cum-Restaurant or other related facilities and competent to contract under the Indian Contract Act, may apply. The Tenderer shall have to enclose documentary proof of being engaged in Tourism related business and of having experience of running such business. No tender shall be valid if given in the name or on behalf of a proposed company/ proposed trust or a proposed co-operative society.

b) When a partnership firm desires to apply, the application shall be signed by all the partners and enclosed with a true certified copy of the Deed of Partnership.

c) When a trust desires to apply the application shall be signed by one of the Trustees under the authority to the trustees without which the tender will be held invalid. The authorization shall be enclosed with a tender.

d) When a co-operative society intends to apply, the application must be signed by the chairman or Hon. Secretary without which it will be held invalid. The authorization of the general body must be enclosed with the tender.

e) Change in the name of the tenderer will not be allowed under any circumstances.

f) No change in constitution/shareholding of the successful tenderer will be done under any circumstances without the prior approval of the Collector, Diu in writing

g) The leasee should not be involved in any criminal offences and should not have any criminal antecedents.

15. Any tenderer giving tenders in different names will be disqualified and his tenders will be rejected outright.

16. 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 modification 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 Tourism Department, Diu.
17. The Collector, Diu reserves the 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 assigning any reason whatsoever.

18. The Roof Top of Changing Room (Dub Chick) for setting up Bar-Cum-Restaurant at Nagoa Beach, Nagoa-Diu is being offered on ‘as is where is basis’. It is presumed that the tenderer has inspected the site and familiarized himself with the prevalent site conditions in all respects before submitting the tender.

19. 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 tenderer shall execute the agreement to lease and lease deed as prescribed at his own cost.

20. 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 Collector, 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 any reason, even if the tenders are above the reserve price. Any tender not fulfilling any of the prescribed conditions or incomplete in any respect shall be rejected.

21. **BAR CUM RESTAURANT**

a) The leasee shall be deemed to be a bar licensee having only a personal right in the said premises Roof Top of Changing Room (Dub Chick) Bar-Cum-Restaurant at Nagoa Beach, Nagoa-Diu and shall not be deemed to be a demise at law of the said premises or any part thereof so as to give the licensee(s) any right or interest thereof.

b) The licensee shall have to make their own arrangements for required furniture of good quality and also make arrangements for required utensils, gas connections, drinking water, power supply etc. at his own cost.

c) The licensee shall have to serve necessary edible items in the restaurant at the reasonable price and in case he is found to sell the items at exorbitant rates, the license will be liable for termination.

d) The Licensee shall not use kerosene, firewood or any other type of smoke emitting stoves in the restaurant.

e) The licensee shall not allow to transfer or assign or share his obligation under the said contract to or with any other person(s). He/they shall carry on the business personally or under his immediate personal supervision or direction. He shall be liable for the consequences or any acts, omissions and or defaults on the part of his servant and agent in the course of his duty.

f) The licensee shall sell at the said Bar-cum-Restaurant only such articles of food and beverages as are fresh and wholesome and of the best quality to the satisfaction of the Tourism Department. The later shall have the right to prevent service for any article of food that may appear to him to be unwholesome are stale. Thereupon, the licensee shall remove forthwith such unwholesome or stale articles of food and serve fresh & wholesome articles of food without any additional charges.

g) The licensee shall serve or sell only those alcoholic beverages or allow any customer to consume it in the Bar-Cum-Restaurant premises for which requisite license has been obtained from the competent authority.

h) The licensee shall not carry on any trade at the Bar cum Restaurant other than one in respect of which the present license is granted.

i) The licensee shall obtain necessary licenses from Excise, Medical & Health Department or any other Department necessary for or in connection with the business of running the Bar Cum Restaurant and shall also bear and pay all rates and taxes payable in respect thereof or occasion thereby.
The licensee will have to pay the necessary license fees / taxes for sale of I.M.F.L. & C.L. to the concerned authority.

The licensee shall meet the catering needs of persons visiting bar-cum-Restaurant at Nagoa Beach, Nagoa, Diu to their satisfaction.

The licensee shall at all times keep in the Restaurant lawful weights, scales and measures duly verified and stamped.

The licensee 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 for the purpose of running the Restaurant. All refuse from the Restaurant shall be frequently removed and thrown at some place approved by the Tourism Department.

The Licensee shall develop the site for running Bar-Cum-Restaurant at his own cost. The complete structure will have of a tubular frame with tarpoline or cloth cover and no permanent structure will be permitted to be constructed in any case whatsoever. Licensee will make his own arrangement of water supply / electricity etc.

The licensee shall observe all the rules of Health and hygiene in storing, preparing, handling & servicing, articles of food in the restaurant.

Tourism Department, Diu shall not be responsible for any loss or damage to goods of licensee on account of theft, fire, natural calamities, water or electricity failure, accident or any other cause whatsoever.

If any damage is done to restaurant property by fire, natural calamities, water or otherwise howsoever through negligence or carelessness of the licensee or his servants or agents, the licensee shall make good the entire damage at his own expenses.

The Bar-cum-Restaurant shall be kept open to all castes and communities without any prejudice. It shall be run for the convenience of the visitors during the hours fixed by the Government from time to time and as authorized by the Tourism Department.

The lessee shall provide neat and clean uniforms and metal badges to all his servants employed at the Bar-cum-Restaurant who shall be free from infections and contagious diseases.

The lessee shall find and provide all vessels, utensils, cutlery, crockery and all other equipment necessary for running the restaurant and maintain the same in good hygienic conditions to the satisfaction of the Tourism Department, Diu. Similarly, good quality of table linen shall also be provided for by the licensee.

The lessee shall have a suitable signboard as approved by Tourism Department, showing the name of the Bar-cum-Restaurant. No advertisements or anything i.e. likely to disfigure the general appearance of the Roof Top of Changing (Dub Chick) is allowed to be displayed at the Bar-cum-Restaurant or nearby.

The licensee should ensure that the tubular structure is quite strong in view of the location and in the event of windy season etc.

22. After accepting the tender, the Collector, Diu or an Officer nominated by him shall communicate to the tenderer whose tender has been accepted, calling upon him to remit tendered premium amount and security deposit of equal amount within 15 days from the date of issue of the acceptance letter. The payment shall be made by Bank 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. Penal interest @ 12% per annum will be charged for delay in payment of premium amount and penalty is to be made on monthly basis.
23. The Collector, Diu shall within 6 months of the date of the opening of the tenders, communicate to all other tenderers, non-acceptance of their tenders and return the Earnest Money received from them without any interest.

24. The copy of the agreement to lease, indicating the amount on which Stamp Duty is payable, will be sent to the successful tenderer/allotted alongwith the demand letter to get the lease Deed papers stamped from the Collector, Diu/Registrar of Stamps. It shall be the sole responsibility of the successful tenderer/allotted to submit the agreement to lease papers duly stamped by Collector/Registrar of Stamps before issue of the possession letter to him. The possession letter will be issued only after payment of annual lease amount, security deposit and submission of the said documents to the Collector, Diu.

25. The following charges are not included in the lease premium and will have to be paid separately by the lessee:-

   a) Legal charges for documentation.
   b) Stamp Duty, registration and other charges.
   c) Water, power and any other taxes or charges payable to any other concerned authority under any act during the lease period.

26. In the event of any question arising as to the interpretation of any conditions/words etc., it shall be referred to the Administrator Daman & Diu 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 nor shall any of them nor any further proceeding from such decision.

27. All arrears of license fees or any other Government dues or any other loss suffered by the Government by reason of non-fulfilling the conditions thereof the licensee on account of negligence or carelessness on the part of any of his agent or servants shall be recoverable from the licensee as arrears of land revenue.

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

29. The premium must be paid regularly by the leasee and the premium receipt produced for inspection of the appropriate authority.

30. The entire premises must be maintained in good condition and repairs if any may be done by the leasee at his own cost and shall keep it free from all encumbrances, and shall continue to pay all the Panchayat and local taxes regularly till the lease period is over.

31. Non fulfillment of the condition above within the specified will make the lease liable for termination.

32. The lessee has to provide fire-fighting equipment like fire extinguisher/Sand buckets (Painted preferably in red).

33. The lessee has to provide for emergency exit and these should be properly illuminated.

34. First Aid Box should be available within the premises.

35. The lessee should ensure that the customer/Guest do not carry out any anti-national/unconstitutional/illegal activities, sloganeering, acts or gestures.

36. The lessee should ensure that Customer/Guest do not make any obscene gesture/action which offends general public moral at large.

37. The lessee should ensure that carrying of arms/weapons within the said premises is strictly prohibited.

38. The lessee shall abide by all the Acts and Rules that may be applicable to U.T. of Daman and Diu.
39. These terms and conditions will form part and parcel of the tender documents.

40. After completion of the lease period said construction / constructed materials will be property of Tourism Department, Diu.

41. Breach of any of the aforesaid conditions of the contract is liable for termination of the license / lease-deed and the lessor shall be free to resume the said land without payment of any compensation.

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

43. Collector, Diu reserves the right to add or alter any or all clauses of the agreement if found necessary.

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

(TANVIR AHMAD)
DY. DIRECTOR (TOURISM), DIU.