

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

NO. 3-74/DT-ADM/2014-15/119

Dated: 12/07/2014.

TENDER NOTICE


On behalf of the President of India, Dy. Director (Tourism), Diu invites sealed Tenders for leasing out premises for development of Sea-Shell Museum in the land bearing Survey No. 130/0 including Plinth Area of Building 129.79 Sq.mts. i.e. total area admeasuring 800 Sq.mtrs. near Diu Airport, Nagoa-Diu for a period of 05 years.

Sr.No.	Place	Upset Price
01.	Leasing out Premises for Development of Sea-Shell Museum in the land bearing Survey No. 130/0 including Plinth Area of Building 129.79 Sq.mts. i.e. total area admeasuring 800 Sq.mtrs. near Diu Airport, Nagoa-Diu.	Rs. 1,11,400/- Per Year.

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 14/07/2014 to 31/07/2014 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 E.M.D./Bid Security of Rs. 3,000/- in form of Fixed Deposit Receipt from any Nationalized Bank/Schedule Bank drawn in favour of Dy. Director (Tourism), Tourism Department, Diu should reach the Department of Tourism, Diu on or before 6:00 p.m. on 4-08-2014. Tender so received will be opened on 5-08-2014 at 4:00 p.m. if possible in presence of available tenderers. The Tender is also available on official website www.diu.gov.in

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


DY. DIRECTOR
(TOURISM), DIU

Copy to:-

✓ The D.I.O., N.I.C., Diu.....with a request to upload the same on official Website.

TENDER FORM

Tender form issued to Shri/Smt.....
for leasing out premises for development of Sea-Shell Museum in the land bearing Survey No. 130/0 including Plinth Area of Building 129.79 Sq.mts. i.e. total area admeasuring 800 Sq.mtrs. near Diu Airport, Nagoa-Diu for a period of 05 years.

Receipt No. _____ **dated** _____.

Diu.
Dated :-

INFORMATION ASSISTANT,
TOURISM DEPARTMENT, DIU.

TENDER FORM FOR LEASING OUT PREMISES FOR DEVELOPMENT OF SEA-SHELL MUSEUM, NEAR AIRPORT, NAGOA-DIU.

1. Applicants full name :-
(in capital)
2. Present address with Telep. No. :-
3. Details of present business/trade in which applicant is engaged. :-
4. Details of past trade activities. The past Experience in running of Sea Shell Museum for which tender is given to be started with all relevant details and evidence/certificate in its support to be attached with tender from :-
5. Proposal for Development of Sea Shell-Museum and list of Items attached with Tender Form :-
6. Payable investment by the applicant :-
7. Details of financial stability of the Applicant. :-
8. Amount of E.M.D. & details thereof. :-
9. Amount offered as lease rent for development of Sea Shell Museum per Annum. (in words):-
10. Additional information if any relevant to the proposed. :-

Signature of Tenderer

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.

TERMS & CONDITIONS FOR LEASING OUT PREMISES FOR DEVELOPMENT OF SEA-SHELL MUSEUM, NEAR DIU AIRPORT, NAGOA-DIU.

1. The tenders are invited for leasing out premises for development of Sea-Shell Museum in the land bearing Survey No. 130/0 including Plinth Area of Building 129.79 Sq.mts. i.e. total area admeasuring 800 Sq.mtrs. near Diu Airport, Nagoa-Diu.
2. The up-set price of Rs. 1,11,400/- has been fixed per year.
3. The lease shall be for a period of Five years. The lessee will hand over quiet, vacant and peaceful possession of the property on expiry of the said lease or lease period can be extended for further period of 05 years if Lessor desired so.
4. The tenderer has to furnished EMD / Bid Security of Rs. 3000/- in form of Demand Draft / Fixed Money Deposit Receipt only drawn in favour of Dy. Director (Tourism), Tourism Department, Diu payable at Diu from any Nationalized Bank / Schedule Bank alongwith the tender.
5. The tender should be submitted to the Dy. Director (Tourism), Tourism Department, Diu in a sealed envelop superscribing as "Tender for leasing out premises for development of Sea-Shell Museum, Nagoa-Diu" alongwith EMD / Bid Security upto 6.00 P.M. on ~~04/08/2014~~ ^{04/08/2014} and the same will be opened on ~~05/08/2014~~ ^{05/08/2014} at 4.00 P.M. in presence of available tenderers in the Chamber of the Dy. Director (Tourism), Diu.
6. The successful tenderer will have to deposit the rent for the current year in advance in form of Demand Draft in favour of Collector, Diu and an equal amount as Security Deposit in the form of FDR in favour of Collector, Diu.
7. Within 60 days of the opening of tenders, the Dy. 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 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 of premium amount.
8. On failure to pay the lease premium as per the time schedule, the lease offer for Development of Sea-Shell Museum, Nagoa-Diu, automatically stands cancelled, without any further intimation and amount of EMD will be forfeited.
9. 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 premises for development of Sea-Shell Museum in the land bearing Survey No. 130/0 near Diu Airport, Nagoa-Diu.
10. Annual premium must be paid one month in advance before the commencement of next year.
11. The premium must be paid regularly by the Lessee and premium receipt produced for inspection of the appropriate authority.
12. The tender shall remain for acceptance for a period of six 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 & 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.

13. If notice of the termination of lease is given either by the Lessee or by the Lessor, the lessee shall pay all sums due or falling due to the Lessor upto the close of the official year in which such notice is given.
14. The Collector, 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 assigning any reason whatsoever.
15. The premises for development of Sea-Shell Museum in the land bearing Survey No. 130/0 near Diu Airport, Nagoa-Diu is offered on 'as is where basis' is. It is presumed that the tenderer has inspected the premises and familiarized himself with the prevalent premises conditions in all respect before submitting the tender.
16. 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 Lease Agreement as prescribed at his own cost.
17. 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 Dy. 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, even if the tender not fulfilling any of the prescribed conditions or incomplete in any respect shall be rejected.
18. 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.
19. The Lessee shall not carry any other trade at the "PREMISES FOR DEVELOPMENT OF SEA-SHELL MUSEUM" other than one in respect of which the present lease is granted.
20. 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.
21. 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 refuse except those which are absolute necessary for the purpose of running of Toilet Block. All refuse from the Toilet Block shall be frequently removed and dispose off. No refuse shall be thrown into the sea or beach.
22. The Lessee shall not allow the customers/tourists to spread beyond the lease portion. The Lessee should confirm to the area allotted.
23. The "SEA-SHELL MUSEUM" shall be kept opened 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 as authorized by the Authority.
24. The Lessee should ensure adequate safety measures during foul weather against fire/electric etc.
25. The Lessee shall make his own arrangement for power & water supply.
26. The copy of the agreement of lease, indicating the amount on which stamp duty is payable, will be sent to the successful tenderer / 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 tenderer / allottee to submit the agreement of lease duly stamped & signed by Collector before issue of the possession letter to him. The possession of the "SEA-SHELL MUSEUM" will be handed over only after the payment of annual Lease amount and submission of the said documents.

27. The following charges are not included in the lease premium and will have to be paid separately.

- ❖ 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.

28. In the event of any question arising as to the interpretation of any condition/words etc, it shall be referred to the Collector, Diu and his decision thereon shall be binding to both the parties, and no claim of any kind on such interpretation will be entertained.

29. The Lessee has to make arrangement for portable drinking water facility for the users/tourists.

30. The Lessee cannot make any alteration/addition in the lease premises without prior permission of the Collector, Diu.

31. 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.

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

33. The Lessee shall not damage any Govt. property, which is found around and shall not cause and hindrance to free movement of the tourist moving in the Sea-Shell Museum.

34. In the event of the Lessee committing any breach of the terms and conditions herein contained and on his part to be observed and performed, Collector, Diu shall without prejudice to his other rights and remedies be entitled to forfeit the Security Deposit and recover the loss any may terminate the Deed of Lease after giving 30 days notice in writing. The Lessee shall hand over quiet, vacant and peaceful possession of the premises of the premises to The Collector, Diu on expiry of the notice period.

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

36. The Lessee is allowed to make addition / alteration in the premises of Sea-Shell Museum at his own cost for providing other facilities to tourists besides Sea-Shell Museum after taking prior approval from the Collector, Diu.

37. The Collector, Diu reserves the right to add or alter any or all clause of the agreement if found necessary.

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

Deputy Director (Tourism),
Diu.