

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

NO. 4-2/DT-ADM/ 2017-18/26

Dated:- 16/08/2017.

E-TENDER NOTICE

On behalf of the President of India, the Deputy Director (Tourism), Diu invites E-Tender for Leasing out Changing rooms for Ladies & Gents (13 Bathrooms & 4 Toilet Block) at Nagoa Beach, Nagoa-Diu for a period of 5 years.


1.	Name of Leasing Out Property	:	Leasing out Changing rooms for Ladies & Gents (13 Bathrooms & 4 Toilet Block) at Nagoa Beach, Nagoa-Diu.
2.	Upset Price lease property	:	Rs.6,65,000/- Per Annum.
3.	Earnest Money Deposit	:	Rs.35,000/-
4.	Tender Fees	:	Rs.1000/- (Non Refundable)
5.	Important Dates	:	
	On-line downloading of Tender documents.	:	upto 28/08/2017, 18.00 hrs.
	Date and time of submission of hardcopy of the Technical bid.	:	on 29/08/2017 upto 15.00 hrs.
	Date of opening of Technical Bid.	:	on 30/08/2017 upto 15.00 hrs.
	Date of opening online Financial Bid.	:	on 04/09/2017 upto 15.00 hrs. (if possible)

The e-Tender documents and other details will be available on <https://www.nprocure.com> upto 28/08/2017, 18.00 hrs. E-tender notice can also be seen on the website www.diu.gov.in.

Submission of tender fees in the form of Demand Draft, EMD (bid security) in the form of Fixed Deposit Receipt and terms & conditions duly signed in hard copy to the undersigned by RPAD/Speed Post/by hand delivery on or before 29/08/2017 upto 15.00 hrs. However, tender inviting authority shall not be responsible for any postal delay. The tender received without EMD, tender fees in the form of Demand Draft shall be summarily rejected.

The Department reserves rights to reject any or all tenders without assigning any reason thereof.

In case bidder needs any clarification or if training required for participating in online tenders, they can contact the following office. (n)code solution – A division of GNFC Ltd. 403, GNFC Info tower, SG Highway, Bodakdev, Ahmedabad – 380 054, Gujarat. Email – npower@ncode.in website: www.nprocure.com.


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

COPY to:-

The DIO, NIC,

Diu to upload the same on Govt.
website www.diu.gov.in please.

TERMS & CONDITIONS FOR LEASING OUT CHANGING ROOMS FOR LADIES & GENTS (13 BATHROOMS & 4 TOILET BLOCK) AT NAGOA BEACH, NAGOA-DIU.

1. The e-tenders are invited for leasing out Changing rooms for Ladies & Gents (13 Bathrooms + 4 Toilet Block) admeasuring 133 sq.mtrs. as shown in the map attached at Nagoa Beach, Nagoa-Diu.
2. The up-set price of Rs.6,65,000/- has been fixed per year with 10% increase every year.
3. The lease will be for a period of 5 years from the date of handing over possession of the said premises.
4. The e-tendering two bids system i.e. "Financial Bid" & "Technical Bid". Both the bids shall applied online through e-procurement on www.nprocure.com
5. Incomplete tender, in any respect or conditional tender shall not be accepted.
6. Tenders received after due date and time mentioned in the e-tender notice will not be accepted.
7. The tenderer has to furnish hard copy of tender fee of Rs.1000/- (non-refundable) in the form of Demand Draft from any Nationalized /Schedule Bank in favour of "Deputy Director (Tourism), Diu" and should be kept in a sealed separate cover super-scribing "Tender Fee". Tender bid received without tender fee will directly disqualify for the said bidding / tender. A scanned copy of the "Tender Fee" shall be uploaded with online technical bid.
8. The Bid Security (EMD.) of Rs.35,000/- in form of Fixed Deposit Receipt (FDR) drawn in favour of the Deputy Director (Tourism), Diu payable at Diu from any Nationalized /Schedule Bank and should be kept in a sealed separate cover super-scribing "Bid Security (EMD)". Tender bid received without Bid Security (EMD) will directly disqualify for the said bidding / tender. A scanned copy of the "Bid Security (EMD)" shall be uploaded with online technical bid.
9. The tendering firms/agencies are required to upload scan copies of the following documents compulsory with Technical Bid on [https://www.nprocure.com.](https://www.nprocure.com), failing which their bids will be summarily rejected and will not be considered without assigning any reason thereof.
 - a. Copy of PAN Card.
 - b. Copy of TIN Number.
 - c. Copy of Income Tax Returns for last two years (i.e. Assessments years 2015-16 & 2016-17).
 - d. The Bid Security (EMD) of Rs.35,000/- in form of Fixed Deposit Receipt (FDR) drawn in favour of the Deputy Director (Tourism), Diu payable at Diu from any Nationalized /Scheduled Bank.
 - e. Tender fee of Rs.1000/- (non-refundable) in the form of Demand Draft from any Nationalized /Schedule Bank in favour of "Deputy Director (Tourism), Diu".
 - f. Copy of Terms & Conditions duly signed by the firms/agencies with seal.
 - g. Tenderer should furnish declaration regarding Blacklisting / Debarring to participate in the Government Tender on their letter Head with seal.
10. The hard copy of the technical bid 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 leasing out Changing rooms for Ladies & Gents (13 Bathrooms + 4 Toilet Block) at Nagoa Beach, Nagoa-Diu alongwith tender fee & bid security (EMD) upto 15.00 hrs. on 29-08-2017 and the same will be opened on 30/08/2017 at 15.00 hrs. in presence of available tenderers in the Chamber of the Deputy Director (Tourism), Diu.
11. The successful tenderer will have to deposit the rent for the current year in advance in the form of Demand Draft in favour of Collector, Diu and 10 % of rates offered as Performance Security Deposit in the form of FDR in favour of Collector, Diu valid for the period of 5 years.

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12. 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 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 per month for delayed of premium amount. In case of delay beyond three months, the tender shall stand automatically cancelled without any further notice.
13. On failure to pay the lease premium / to accept the offer as per the time schedule, the lease offer for Leasing out Changing rooms for Ladies & Gents (13 Bathrooms + 4 Toilet Block) at Nagoa Beach, Nagoa-Diu automatically stands cancelled, without any further intimation and amounts of EMD/ Performance Security Deposit will be forfeited.
14. 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 leasing out Changing rooms for Ladies & Gents (13 Bathrooms + 4 Toilet Block) at Nagoa Beach, Nagoa-Diu.
15. Annual premium must be paid one month in advance before the commencement of next year.
16. The premium must be paid regularly by the lessee and premium receipt produced for inspection of the appropriate authority whenever demanded for by any government servant.
17. 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.
18. 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.
19. The leasing out of Changing rooms for Ladies & Gents (13 Bathrooms + 4 Toilet Block) at Nagoa Beach, 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.
20. The tender committee shall normally accept the best financial offer provided that 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.
21. 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, even if the tender not fulfilling any of the prescribed conditions or incomplete in any respect shall be rejected.
22. 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.
23. The lessee shall not carry any other trade at the "CHANGING ROOMS FOR LADIES & GENTS" other than one in respect of which the present lease is granted.
24. 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 Toilets Block Cum Bathrooms. All refuse from the changing rooms shall be frequently removed and dispose of. No refuse shall be thrown into the sea or beach.

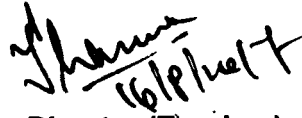
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25. The Lessee shall not allow the customers/tourists to spread beyond the lease portion. The lessee should confine them to the area allotted.
26. The "CHANGING ROOMS FOR LADIES & GENTS" shall be kept opened to all castes and communities without any prejudice. It shall be run for the convenience of the visitors from sunrise to sunset throughout the year. Failure to provide requisite services at the premises for more than three days at a stretch or for more than 10 days in a year will lead to automatic cancellation of the lease. Report of the Information Assistant, Tourism Department, Diu or any other government servant in this regard shall be final & conclusive for all purposes.
27. The Lessee should ensure adequate safety measures during foul weather against fire/electric etc.
28. The lessee shall make his own arrangement for power & water supply.
29. 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 "CHANGING ROOMS FOR LADIES & GENTS" will be handed over only after the payment of annual Lease amount and submission of the said documents.
30. The following charges are not included in the lease premium and will have to be paid separately.
 - a. Legal charges for documentation.
 - b. Stamp duty, registration and other charges.
 - c. Water, power, local taxes and any other charges payable to any other concerned authority under any act during the lease period.
31. 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.
32. The Lessee Can charges Rs. 10/- for Toilet & Rs.20/- for Bath from each person. The rates should be display on board which can be easily readable by the users/tourists. Any revision in the rates shall be subject to prior approval of Collector, Diu.
33. The lessee has to make arrangement for potable drinking water facility for the users/tourists.
34. 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 government servant in this regard shall be final & conclusive for all purposes.
35. The lessee shall be allowed to sell all kinds of toilettes (only toiletries) to provide associates services in the premises.
36. 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.
37. 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.
38. The lessee shall not damage any Govt. property, which is found around and shall not cause any hindrance to free movement of the tourist moving in the changing rooms.
39. Breach of any of the conditions of the contract or tender or any other rule or act or regulation or guidance in force is liable for termination of the lease agreement and the lesser shall be free to resume the said premises without payment of any compensation with a notice of three days to the lessee.

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40. Non-fulfillment of the conditions mentioned above within the specified time limit will make the lessee liable for termination.
41. The Lessee is allowed to make addition / alteration in the Changing rooms for ladies & gents at his own cost for providing other facilities to tourists besides Toilet after taking prior approval from Tourism Department, Diu (Collector, Diu).
42. There shall be no master-servant relation between Tourism Deptt., Diu & employees of lessee.
43. The Collector, Diu reserves the right to imitaterally add or alter any or all clause of the agreement if found necessary without any prior intimation or consultation of any kind.
44. The Financial Bid should be submitted online only on www.nprocure.com.
45. The tender should be signed by the authorized person of Firm / Agency and his / her full name and status should be indicated below his / her signature alongwith the official stamp of the firm / agency.
46. Report of the Information Assistant, Tourism Department, Diu or any government servant with respect to any violation of any terms or conditions of the tender / contract or any other act or rule or regulation or guidance or notification in force shall be final conclusive & binding on lessee.
47. All entries in the tender form should be 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 technical bid.
48. In case of any dispute, the first arbitration authority shall be Secretary (Tourism), Daman & Diu and final appellate authority shall be Advisor to Hon'ble Administrator, Daman & Diu.

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


Deputy Director (Tourism),
Diu.

TECHNICAL BID

TECHNICAL BID FOR CHANGING ROOMS FOR LADIES & GENTS (13 BATHROOMS & 4 TOILET BLOCK) AT NAGOA BEACH, NAGOA-DIU.

1. Applicants full name (in capital) :-
2. Present address with Telephone No. :-
3. Details of present business/trade in Which applicant is engaged. :-
4. Details of past trade activities. The past Experience in running changing rooms 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 setting up toilet block-cum-Bathrooms for ladies & gents and list of Items attached with Tender Form :-
6. Payable investment by the applicant :-
7. Details of financial stability of the Applicant. :-
8. Details of Tender Fees :-
9. Details of Bid Security (E.M.D.) :-
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.


4/10/17