

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

NO. 1-40/DT-ADM/Part/ATM/2014-15/489

Dated: 3/02/2015.

TENDER NOTICE

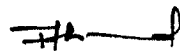
On behalf of the President of India, the Deputy Director (Tourism), Diu invites sealed Tenders for leasing out newly constructed room for ATM purpose at parking place at Nagoa Beach, Nagoa-Diu for a period of 5 years.

Sr.No.	Place	Upset Price
1.	Newly constructed room of size 3 x 4.54 Sq. Mtrs. for ATM purpose near Parking place at Nagoa Beach, Nagoa-Diu.	₹.1160/- Per month

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 03-02-2015 to 18-02-2015 on payment of Rs. 100/- 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. 1000/- in form of Fixed Deposit Receipt from any Nationalized Bank/Schedule Bank drawn in favour of the Deputy Director (Tourism), Diu should reach the Department of Tourism, Diu on or before 6:00 p.m. on 19-02-2015. Tender so received will be opened on next day 20-02-2015 at 4:00 p.m. if possible in presence of available tenderers.

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


(TANVIR AHMAD)
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
for leasing out newly constructed room for ATM purpose near parking place at Nagoa Beach,
Nagoa-Diu.

Receipt No. _____ dated _____.

Diu.

Dated: -

INFORMATION ASSISTANT,
TOURISM DEPARTMENT, DIU.

**TENDER FORM FOR LEASING OUT NEWLY CONSTRUCTED ROOM FOR ATM PURPOSE
NEAR PARKING PLACE AT NAGOA BEACH, NAGOA-DIU.**

1. Name of the Bank (in capital) :-
2. Present address with Tele. No. :-
3. Details of present business/trade in Running of ATM on lease basis. :-
4. Details of past experience for running of ATM on lease basis with all relevant details and evidence/certificate in its support to be attached with tender from :-
5. Proposal for setting up ATM and list of Items attached with Tender Form :-
6. Payable investment by the bank :-
7. Details of financial stability of the Bank. :-
8. Amount of Bid Security (E.M.D.) & details thereof. :-
9. Amount offered as lease rent for leasing out Room for ATM purpose per month. (in words). :-
10. Additional information if any relevant to the proposed. :-

Signature of Tenderer
with a Seal of Bank

TERMS & CONDITIONS FOR LEASING OUT NEWLY CONSTRUCTED ROOM FOR ATM PURPOSE NEAR PARKING PLACE AT NAGOA BEACH, NAGOA-DIU.

1. The tenders are invited for newly constructed room for ATM purpose at parking place Nagoa Beach, Nagoa-Diu.
2. The up-set price of ₹.13920/- has been fixed per year.
3. The lease will be for a period of 5 years which can be further extended for 5 (Five) years with the prior approval of the competent authority.
4. The tenderer has to furnish Bid Security (EMD.) ₹. 1000/- in form of Fixed Money Deposit Receipt only drawn in favour of the Deputy Director (Tourism), Diu payable at Diu from any Nationalized Bank/Schedule Bank alongwith the tender.
5. The tender should be submitted to the Deputy Director (Tourism), Department of Tourism, Information & Publicity, Diu in a sealed envelope superscribing as **“Tender for leasing out newly constructed room for ATM purpose near Parking Place at Nagoa Beach, Nagoa-Diu”** alongwith EMD upto 6.00 P.M. on 19-02-2015 and the same will be opened on next day on 20/02/2015 at 4.00 p.m. in presence of available tenderers in the Chamber of the Deputy Director (Tourism), Diu.
6. The Successful tenderer will have to deposit the lease 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.
7. 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.
8. On failure to pay the lease premium / to accept the offer as per the time schedule, the lease offer for Leasing out newly constructed room for ATM purpose near Parking Place 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.
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 ATM room near Parking Place at Nagoa Beach, Nagoa-Diu.
10. 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.
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.

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13. 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.
14. The newly constructed room for ATM purpose near Parking Place 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.
15. 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 and building tendered. The successful tenderer shall execute the Lease Agreement as prescribed at his own cost.
16. 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.
17. 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.
18. The Lessee shall not carry any other trade at the "ATM ROOM" other than one in respect of which the present lease is granted.
19. 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 without the written permission from the Collector, Diu
20. 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 ATM purpose.
21. The "ATM ROOM" shall be kept opened to all castes and communities without any prejudice. It shall be run for the convenience of the visitors 24 hours throughout the year.
22. The lessee has to provide Security Guard with Arms at ATM Room for safety & security of customers/visitors for 24 hours throughout the year.
23. The Lessee should ensure adequate safety measures during foul weather against fire/electric etc.
24. The Lessee shall make his own arrangement for power & water supply, if any.
25. 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 "ATM Room" will be handed over only after the payment of annual Lease amount and submission of the said documents.

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

27. 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.

28. The Lessee has to make arrangement for potable drinking water facility for the users/tourists.

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

30. 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.

31. Tourism Department, Diu shall not be responsible and liable for any loss or damage or claim to the ATM Room, 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.

32. 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 near ATM Room.

33. Breach of any of the aforesaid conditions of the contract is liable for termination of the lease agreement and the lesser shall be free to resume the said premises without payment of any compensation.

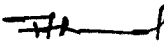
34. The lessee shall hand over quite, vacant and peaceful possession of the ATM room to Tourism Department, Diu after expiry of the lease period.

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 ATM room which is absolutely necessary for ATM purpose at his own cost for providing other facilities to customers/visitors after taking prior approval from Tourism Department, Diu (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.