

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

No.4-79/DT-ADM/2014-2015/ 529

DATED: - 04/03/2015.

**TENDER NOTICE**

On behalf of the President of India, Dy. Director (Tourism), Diu invites sealed tender to lease out Pre-Fabricated Cabin for cafeteria in the land bearing Survey PTS No.89/5(P), situated near P.W.D. Godown, Fort Road, Diu for setting up of cafeteria for Ice-Cream Parlor, Tea, Coffee, Coldrinks & Snacks for the period of 5 years as detailed below.

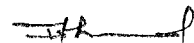
Sr. No.	Name of Establishment	Place	Area	Upset price of lease rent per year
01.	Pre-Fabricated Cabin for cafeteria for Ice-Cream Parlor, Tea, Coffee, Coldrinks & Snacks	Land bearing Survey PTS No.89/5(P), situated near P.W.D. Godown, Fort Road, Diu.	16 Sq. Mtrs.	Rs.27,000/-

The tender form alongwith the Terms and Conditions can be obtained from the office of the Information Assistant, Tourism Department, Diu from **05/03/2015 to 18/03/2015 upto 6.00 p.m.** during the office hours on payment of Rs. 500/- non-refundable.

**NO TENDER FORM WILL BE ISSUED BY POST.**

The Tender form duly filled in all respects and duly signed by the Tenderer in token of acceptance of terms and conditions alongwith Bid Security (EMD) of Rs.1000/- duly drawn in favour of the Dy. Director (Tourism), Diu from any Nationalized / Schedule Bank in the form of demand Draft / Fixed Deposit Receipt only for validity of 06 month should reach at the office of the Information Assistant, Tourism Department, Diu on or before **19/03/2015 upto 6:00 p.m.** The tender so received will be opened on next day on **20/03/2015 at 4:00 P.M.** in the chamber of the Dy. Director (Tourism), Diu in the presence of available tenderer if possible.

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



DY. DIRECTOR (TOURISM),  
DIU

To,

The DIO, NIC, Diu..... to upload on official website.

## TENDER FORM

Issued to Shri/Smt./M/s. \_\_\_\_\_

\_\_\_\_\_ for leasing out Pre-Fabricated Cabin for cafeteria for Ice-Cream Parlor, Tea, Coffee, Coldrinks & Snacks in the land bearing Survey PTS No.89/5(P), situated near P.W.D. Godown, Fort Road, Diu. Rs.500/- received vide Receipt No. \_\_\_\_\_ dated \_\_\_\_\_

DIU

Dated:- /03/2015

INFORMATION ASSISTANT, DIU

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**TENDER FORM FOR LEASING OUT PRE-FABRICATED CABIN FOR  
CAFETERIA IN THE LAND BEARING SURVEY PTS NO.89/5(P), SITUATED  
NEAR P.W.D. GODOWN, FORT ROAD, DIU**

1. Applicant's full name in capital letter :-
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 a cafeteria for which tender is given to be stated with all relevant details and evidence/ certificate in its support to be attached with Tender Form :-
6. Details of Financial Stability of the applicant :-
7. Amount of Bid Security(E.M.D) and details thereof :-
8. Amount offered as lease rent per annum for the cafeteria ( in figure & words ) :-
9. Additional information if any, relevant to the proposed Canteen :-

**SIGNATURE OF THE TENDERER**

NOTE :- In case of registered firms, 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 AND CONDITIONS FOR LEASING OUT PRE-FABRICATED CABIN FOR  
CAFETERIA IN THE LAND BEARING SURVEY PTS NO.89/5(P), SITUATED  
NEAR P.W.D. GODOWN, FORT ROAD, DIU**

1. The Tender is invited for leasing out Pre-fabricated cabin area admeasuring 16 Sq.mtrs. in the land bearing Survey PTS No.89/5(P) situated near P.W.D. Godown, Fort Road, Diu for Ice-Cream Parlor, Tea, Coffee, Coldrinks & Snacks.
2. The upset annual lease rent is Rs.27000/- and the lease will be for a period 5 years which may be extended for further period, if considered necessary with possible revision of terms and conditions by Competent Authority.
3. The tenderer has to furnish Bid Security (EMD) of Rs.1000/- in form Demand Draft/Fixed Money Deposit Receipt only drawn in favour of Dy. Director (Tourism), Diu, payable at Diu from any Nationalized /Schedule Bank with validity of 06 months alongwith the tender.
4. The Tenderer should enclose experience certificate of having knowledge in running of a Cafeteria for Ice-Cream Parlor, Tea, Coffee, Coldrinks & Snacks.
5. The tender should be submitted to the Dy. Director (Tourism), Diu in a Sealed Envelope super scribing "**TENDER FOR LEASING OUT PRE-FABRICATED CABIN FOR CAFETERIA IN THE LAND BEARING SURVEY PTS NO.89/5(P), SITUATED NEAR P.W.D. GODOWN, FORT ROAD, DIU**" alongwith Bid Security (E.M.D.) upto 6:00 p.m. on or before 19/03/2015 and the same will be opened on the next day i.e. on 20/03/2015 at 4:00 P.M. in presence of available tenderer in the Chamber of the Dy. 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 in favour of the Collector, Diu and 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 the tenders, 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. Draft payable at Diu in favour of Dy. Director (Tourism), Diu. No time extension to make the payment beyond the due date will be granted under any circumstances.
8. On failure to pay the lease premium as per the time schedule, the lease offer for the cafeteria automatically stands cancelled, without any further intimation and amount of E.M.D. 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 to lease, which enables him to enter upon the cafeteria situated near P.W.D. Godown, Fort Road, 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 the premium receipt produced for inspection of the appropriate authority.

12. The envelop should contain the following basic documents :-

- a. Latest Income Tax Clearance Certificate (ITCC) available. If for any of the year(s) upto 2014-2015, 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 cafeteria for Ice-Cream Parlor, Tea, Coffee, Coldrinks & Snacks or other related activity.
- 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) above, including 10 % EMD, same will be rejected outright, (Promise of subsequent submission of any of the above documents will not be entertained under any circumstances)

13. ELIGIBILITY.

- a) Any person, a group of persons, a firm, a company or a registered co-operative society engaged in business of running/operating FRP Canteen 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 applicant 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 Asstt. Director of Tourism, Diu in writing.

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

15. The tender shall remain open for acceptance for a period of 6 months from the date of opening of tenders. If any tenderer withdraws, surrendered 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.

16. The Dy. 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 assigning any reason whatsoever.

17. The cafeteria situated near P.W.D. Godown, Fort Road, Diu is 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.

18. 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 agreement to lease and lease deed 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 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 tenderes, without assigning any reason, even if the tenders are above the reserved price. Any tender not fulfilling any of the prescribed conditions or incomplete in any respect shall be rejected.

#### 20. CAFETERIA

- a) The licensee shall have only a personal right in the said cafeteria situated near P.W.D. Godown, Fort Road, Diu, and shall not be deemed to be a demise at law of the cafeteria situated near P.W.D. Godown, Fort Road, Diu 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 arrangement for required furniture and also make arrangements for required utensils, gas connection drinking water, power supply etc at his own cost.
  - c) The licensee shall be allowed to transfer or assign or share his obligation under the said contract to or with any other person(s) subject to prior approval of the Collector. Diu who may impose conditions as deemed fit.
  - d) The licensee shall not carry on any trade at the Cafeteria other than one in respect of which the present lease is given.
  - e) The licensee shall obtain necessary licenses from Medical & Health Department or any other Department necessary for or in connection with the business of running the cafeteria and shall also bear all rates and taxes payable in respect thereof or occasion thereby.
  - f) The licensee shall meet the catering needs of the people visiting the place to their satisfaction.
  - g) The licensee shall keep the premises including the surrounding 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 cafeteria cabin. All refuse from the Canteen shall be frequently removed and disposed out through refuse collector of Diu Municipal Council. No refuse shall be thrown into the sea.
  - h) The licensee shall observe all the rules of Health and hygienic in serving the people at the cafeteria cabin.
  - i) The cafeteria cabin shall be kept open to all castes and communities without any prejudice. It shall be run for the convenience of the passengers and the employees at near P.W.D. Godown, Fort Road, Diu during the hours fixed by the Government from time to time and as authorized by the Authority.
  - j) The licensee shall have all vessels, utensils, Cups and saucers and all other equipment necessary for running the cafeteria cabin and maintain the same in good hygienic conditions to the satisfaction of the Tourism Department, Diu/Health Department, Diu.
  - k) The licensee should ensure adequate safety measures during foul weather against fire/elec. etc.
  - l) The licensee shall make his own arrangements for power and water supply etc.
21. The copy of the agreement to 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 lease deed papers stamped from the Dt. Director (Tourism), Diu. It shall be the sole responsibility of the successful tenderer/allottee to submit the agreement to lease papers duly stamped by the Dy. Director (Tourism), Diu before issue of the possession letter to him. The possession letter will be issued only after payment of annual lease amount and submission of the said documents to the Dy. Director (Tourism), Diu.

22. The following charges are not included in the lease premium and will have to be paid separately by the leasee:-
- a) Legal charges for documentation.
  - b) Stamp Duty, registration and other charges.
  - c) Water, power and any other charges payable to any other concerned authority under any act during the lease period.
23. In the event of any question arising as to the interpretation of any conditions/words etc; it shall be referred to the Dy. Director (Tourism), 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.
24. All arrears of licensee fees or any other Government dues or any other loss suffered by the Government by reason of non-fulfilling the conditions thereof by the licensee or on account of negligence or carelessness or on his part or on part any of his agent or servants shall be recoverable from the licensee as arrears of land revenue.
25. Tourism Department, Diu shall not be responsible for any loss or damage to the cafeteria cabin or goods or other assets or fixtures of licensee on account of theft, fire, water or electricity failure, accidents or any other cause whatsoever.
26. The licensee shall not damage any Government property which is found around and shall not cause any hindrance to free movement Near P.W.D. Godown, Fort Road-Diu by the tourists and public in general.
27. Breach of any of the aforesaid conditions of the Contract is liable for termination of the license/lease agreement and the lessor shall be free to resume the said land without payment of any compensation.
28. Non fulfillment of the conditions above within the specified time limit will make the lease liable for termination.
29. These terms and conditions will form part and parcel of the tender documents.
30. The Dy. Director (Tourism), Diu reserves the right to add or alter any or all clauses of the agreement if found necessary.



DY. DIRECTOR OF TOURISM DIU

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(SIGNATURE OF THE TENDER  
IN FORM OF ACCEPTANCE OF  
THE TERMS & CONDITION OF  
THE TENDER NOTICE.)