



**Government of Jammu and Kashmir
Directorate of Hospitality and Protocol, J&K
Gupkar Road Srinagar**

FRESH NOTICE INVITING BIDS / OFFERS

**Outsourcing of operation, management and supervision of two Huts (VIP Hut No-2
and VIP Hut No-3) at Bysaran Road, Pahalgam**

Owing to the poor response to the Notice Inviting Bids/Offers issued vide No: DHP/Estt/846/1720-32 dated 08-06-2015, for and on behalf of the Governor, Jammu & Kashmir State, fresh sealed tenders affixed with Rupee Six (6) revenue stamp are invited for the operation, management and supervision of the following properties/Assets of the Hospitality & Protocol Department, Jammu & Kashmir Government on outsourcing basis from reputed / registered / approved / Specialized agencies/person(s) having required expertise for running Hotel business under two bid tendering process i.e. technical and financial bid separately.

S.No	Name of the Asset	Details of the Asset	Period of outsource	Minimum Reserved License Fee	Cost of T.D	Earnest money
1	VIP Hut No-2 and VIP Hut No-3 at Bysaran Road Pahalgam.	Each Hut has: Double bedrooms = 02 Dinning /sitting Room= 01. Kitchen = 01. Servant Quarter. Lawns and Parking, etc.	five(05) years	Hundred (100.00) lacs	2000/-	2.00 (Two) lacs.

Terms and Conditions

1. The bidder must be a permanent resident of Jammu and Kashmir.
2. The bidder must have the license to run the hotel business from the Department of Tourism, Govt. of Jammu and Kashmir or from the Department of Tourism, Government of India or Government of any other State.
3. Bidder should have at-least 03 years of experience of managing Hotel business.
4. Turnover from Hotel business should be minimum of Rs. 25.00 Lacs per annum during the financial years 2012-13, 2013-14 and 2014-15.
5. The bidder should have valid VAT No., PAN, Service Tax Registration and other Valid Licenses.
6. The successful bidder shall be permitted to use the entire premises for tourist facilities.

7. Information submitted in the Technical bid will be scrutinized and Financial Bid of only those agencies will be opened whose technical bid is found to be in order.
8. For all purposes, the name of the property proposed to be licensed out, shall remain unchanged during the license period. However licensee can add "managed by".
9. The tender documents can be obtained from the office of the Director Hospitality and Protocol Department, **Gulami Bagh, Canal Road, Jammu or Gupkar Road, Srinagar**, on the written application of the intending agency/person(s) along with production of valid/original PAN card, TIN number and against a bank draft for an amount of **Rs. 2000/-** from any scheduled bank (non-refundable) pledged to Accounts Officer, Hospitality and Protocol Department on any working day from **27 / 07 / 2015 to 07 / 08 / 2015** during office hours. The tender documents may also be downloaded from the official website www.jkhospitalityprotocol.nic.in of the Hospitality and Protocol Department and enclose a Bank Draft amounting to **Rs. 2000/-** (non-refundable) as tender schedule charges with the tender submission.
10. The tenderer should address the tender form to the **Director, Hospitality and Protocol Department, Gupkar Road, Srinagar**.
11. The tender document complete in all respects should reach the office of the Director Hospitality and Protocol Department, **Gupkar Road, Srinagar** by registered post, courier, by hand or in person on or before **14/ 08 / 2015** during office hours (up to 5:00 PM).
12. The tenders will be opened by the State Level Contract Committee on the same day or any other day convenient to the said Committee in presence of tenderers who may wish to be present.
13. On submission of tenders, the tenderers should deposit the Earnest Money in the shape of **CDR @ 2% of Minimum Reserved License Fee** from any scheduled bank pledged to Accounts Officer, Hospitality and Protocol Department and the CDR should be attached with the tender without which the tender will be out rightly rejected. Tenders accompanied with the cheques / drafts etc will not be entertained in any case.
14. Quoted rates should be covered with the transparent tape without which the tenders will be out rightly rejected.
15. Conditional tender shall be liable for rejection.
16. If the last day of receipt of tender document is declared as holiday under the Negotiable Instruments Act, it will be extended till next working day.
17. In case of over writing / corrections not authenticated by the tenderer in the quoted rates, the tender shall be out rightly rejected to avoid ambiguity.
18. The Terms and conditions reflected in this Notice Inviting Offers and tender document will form the part of license agreement.
19. The prospective bidders may inspect the property proposed to be licensed out, before bidding for the same.
20. The State Level Contract Committee has the right to reject / accept any tender without assigning any reason.
21. The Department shall not be responsible for any postal delay.
22. Tenders received without the revenue stamp mentioned above shall be out rightly rejected.
23. In case of any dispute, the decision of the Administrative Secretary to Government, Hospitality and Protocol Department shall be final and binding on the tenderer.
24. The party quoting the highest amount, i.e. H-1 subject to the condition that the technical bid is in order and the government in the Hospitality and Protocol Department decides to do so, shall be awarded the contract and has to enter

- into an agreement with the Department as mentioned in the terms and conditions of the agreement.
25. The intending tenderers can contact the office of the Director, Hospitality and Protocol Department for any further information if required.
 26. Notice period for vacation of property/termination of contract is fixed at 03 months by either of the parties i.e. Hospitality and Protocol Department (Licensor), J&K or the Licensee.
 27. All minor repairs for smooth operation of the asset, like civil, sanitary and electrical fittings and fixtures installed in the said space including all equipments, will be done by the Licensee on his own account after prior written intimation to the licensor.
 28. No structural alteration or additions to the said property shall be made by the licensee without obtaining prior written approval of licensor including removal of any of the fixtures or fittings there from.
 29. The licensee will fix the tariff of the facilities on year to year basis in consultation with licensor.
 30. The Hon'ble Chief Minister of Jammu and Kashmir will be the sole arbitrator in case of any dispute. The provisions of the Jammu and Kashmir Arbitration and Conciliation Act, 1997 shall govern such arbitration.
 31. The licensor shall periodically (after a month or when deemed necessary) monitor the books of accounts of the Licensee vis a vis the property outsourced.
 32. The bidders have to give a detailed presentation about the management / work plan and financial arrangements for the period of license, for operation, management and supervision of the said property.
 33. The licensee will deposit **Minimum Reserved License Fee**, within one month from the date of issuance of allotment letter.

**Sd-
Director**

Hospitality and Protocol Department
J&K

No: DHP/Estt/846/2088-99

Dated: 24 - 07 - 2015

Copy to the:

1. Chief Secretary, J&K. Srinagar.
2. Principal Secretary to Government, Planning and Development Department, J&K Srinagar.
3. Principal Secretary to Government, Hospitality and Protocol Department, J&K, Srinagar.
4. Commissioner/Secretary to Government, Tourism Department. J&K.
5. Private Secretary to Hon'ble Chief Minister, J&K State for information of the Hon'ble Chief Minister.
6. Director, Information Department, J&K along with 4 spare copies for publication in at least 2 leading dailies of Jammu as well as Kashmir. He is requested to give wide publicity to the notice.
7. Director, Doordarshan Kendra Srinagar.
8. Director, Radio Kashmir. Srinagar.
9. Joint Director, Hospitality and Protocol Jammu for information.
10. Additional Secretary to Government, Hospitality and Protocol Department, J&K, Srinagar for information.
11. Deputy Director, Hospitality and Protocol, Kashmir for information.
12. Office records.

**DETAIL OF THE TENDER FOR OUTSOURCING OF OPERATION,
MANAGEMENT AND SUPERVISION OF TWO HUTS (VIP HUT NO-2 AND
VIP HUT NO-3) AT BYSARAN ROAD PAHALGAM**

In these terms and conditions unless the context otherwise required:-

- i) "Licensor" means the Hospitality and Protocol Department, J&K.
- ii) "Licensee"/ "Party"/"Agency" means a person, a firm, or a company to whom the said property is allotted on license basis.
- iii) "License Fee" means the sum of money payable by the licensee in accordance with the terms and conditions of the license in respect of the property allotted by the licensor.
- iv) "License" means the allotment letter containing detailed terms and conditions of allotment of the property on outsource basis.
- v) "License Agreement" means an agreement containing the terms and conditions on which property has been licensed out/outsource.

The offers are being invited in double tendering system i.e. Technical Bid and Financial Bid separately.

01.) ELIGIBILITY CRITERIA, TENURE AND OTHER FINANCIAL TERMS

Agencies fulfilling the following criteria will be only considered for short listing:-

- I. The Licensee should be a permanent resident of the State of Jammu and Kashmir and in case of a company or firm, all the Directors of the said Company or firm should be permanent residents of the State of Jammu and Kashmir
- II. Licensee should have at-least 03 years of experience of running Hotel Business.
- III. Turnover from said business should be minimum of Rs. 25.00 Lacs per annum during the financial years 2012-13, 2013-14 and 2014-15.
- IV. The bidder should have valid VAT No., PAN, Service Tax Registration and Valid Food License.
- V. The bidder should have submitted the income tax return for the years 2012-13, 2013-14 and 2014-15.
- VI. Bidder should be able to produce audited accounts of years 2012-13, 2013-14 and 2014-15
- VII. Tenure of the License shall be 05 years.
- VIII. The bidder should have sufficient professional work force to manage the affairs of the VIP Hut No-2 and VIP Hut No-3 at Bysaran Road, Pahalgam.
- IX. The bidder should have sufficient financial arrangements to run the said business for the whole license period.
- X. The prospective bidder will deposit Earnest Money in the shape of **CDR @ 2% of Minimum Reserved License Fee** from any scheduled bank pledged to Accounts Officer, Hospitality and Protocol Department and the CDR should be attached with the tender without which the tender will be out rightly rejected. Tenders accompanied with the cheques / drafts etc will not be entertained in any case.
- XI. Any amount lying with Hospitality and Protocol Department on any other account will not be allowed to be adjusted against EMD for this Tender.
- XII. The licensee will deposit **Minimum Reserved License Fee**, within one month from the date of issuance of allotment letter.
- XIII. EMD deposited shall stand forfeited in case the licensee fails to deposit **Minimum Reserve License Fee** (for five years) within one month from the date of allotment or withdraws offer after opening of technical bid.

02.) TERMS AND CONDITIONS OF CONTRACT

1. The property is proposed to be outsourced for use as tourist Huts.
2. The License/agreement period shall be for a period of **five (05)years**.
3. Electricity Charges and Water Charges will be paid by Licensee as per the prevalent tariff over and above the license fee as per actual usage/consumption. The Licensee shall pay their share of electricity and water charges at the rates as may be applicable from time to time as per consumption of electricity/water bills as determined by PDD and PHE J&K, respectively.
4. The Space/premises are and shall be deemed to be Public Premises as defined in the Jammu and Kashmir Public Premises (Eviction of Unauthorized Occupants) Act, 1988 now in force and the said Act or any other Act touching the subject that may hereinafter come into force and the rules framed there under.
5. The licensor reserves the right to terminate the license/agreement at any time by explicitly serving upon the licensee Three (3) months notice to that effect without any reason at its sole discretion and in that case the licensee shall be liable to hand over the vacant possession of the said space by the date as stipulated in the said notice.
6. The licensee shall pay/clear all dues on account of license fee/electricity telephone charges etc. for the period ending with the date of handing over the possession to the licensor on surrendering the property. The interest free security shall be refunded to the licensee after adjusting the amount, if any, due from the licensee.
7. All Taxes viz. VAT, Service Tax etc. collected on sale of Goods/services from customers shall be timely deposited by licensee and as a proof of deposit, copy will be submitted to Hospitality and Protocol Department, J&K, every month/quarter as the case may be. Also, other Statutory Dues of ESI, EPF etc. will also be deposited by the Licensee by due date with the concerned authorities. The licensee shall maintain relevant records of all such dues at the said location for inspection by Hospitality and Protocol Department, J&K any time.
8. The arrangement is for licensing out the VIP Hut No-2 and VIP Hut No-3 at Bysaran Road, Pahalgam.
9. The Licensee will undertake repair including civil and electrical and of fitting and fixtures installed in the said space including all equipments installed by the Licensee on his own account. Maintaining equipments viz. Fire Fighting System etc. installed in the said area/space will be done by the licensee. The Hospitality and Protocol Department, J&K shall not be liable to pay any compensation/damages to Licensee on account of breakdown of, water supply, electricity, telephone or any other service beyond its control.
10. The Licensee will engage all man power on its own as per their own assessment and requirement. The Hospitality and Protocol Department, J&K shall not provide any manpower for the operation of the business.
11. The Licensee will be expected to maintain the area allotted to them in clean conditions.
12. The Hospitality and Protocol Department, J&K reserves the right to depute any of its officers/officials to verify the working of the property with a view to ensure that the agency is working in their domain and observing the terms and conditions of the allotment/ license.

13. The licensee will be liable to pay all fees, taxes etc. in respect of the space as the Government may levy from time to time under any law.
14. The Hospitality and Protocol Department, J&K shall not be responsible for any loss of stocks and any other moveable property/equipments etc. of the licensee on account of theft, fire and natural calamities or due to other reasons beyond the control of the Department. The licensee is therefore advised to get this risk covered through Insurance.
15. The licensee will not place any material on any projection or the building or on the open space in front of the same which can spoil the overall ambiance of the property. Further the licensee will not make any addition or alteration on any part of the space without the prior permission in writing of the Hospitality and Protocol Department, J&K.
16. The whole property proposed to be licensed out, will be kept in a proper state of cleanliness and adhering to rules and guidelines of competent Licensing Authority and to the satisfaction of the licensor or his officers and employees duly authorized by licensor in this behalf. The licensee shall get/procure at its own cost all the licenses for running their business in the allotted space before starting its operations.
17. The licensee shall get all formalities completed to run the business under the Jammu and Kashmir Registration of Tourist Trade Act, 1978.
18. No structural alteration or additions to the said property shall be made by the licensee without obtaining prior written approval of licensor including removal of any of the fixtures or fittings there from.
19. All minor repairs for smooth operation of the asset, like civil, sanitary and electrical fitting and fixtures installed in the said space including all equipments, will be done by the Licensee on his own account after prior written intimation to the licensor.
20. The Licensee shall not employ any minor children or otherwise allow any person at the said space who is not of good character and/or behavior and/or suffering from any contagious infectious disease or if not suitably attired or otherwise unsuitable to be seen in a property/space.
21. In the event of any damage or injury being caused to licensor property by the licensee or his servants or agents or any one upon the said space, the Licensee shall at its own expense make good all such damage or injury. Further the licensee shall also indemnify and keep the Licensor and its Directors, officers, employees, agents and representatives from and against any losses, claims, damages liabilities and expenses whatsoever arising out of or resulting from any legal proceedings, civil suit, defense or any other action initiated or initiated in respect of or relating to this licensing /agreement, if there is default or non-compliance of this licensing/ agreement by the licensee.
22. In case of any default of any terms and conditions of this agreement, the licensor can initiate extreme action of terminating the contract with a notice period of one (1) month or immediately, as the case may be or in case of situation on any account so warrants during the license period for any reason which may not be conducive for the affairs of the licensee in any manner.
23. The licensee shall not sublet, assign or part with possession of the said space or any part thereof.

24. Without prejudice to generality of the foregoing conditions, the licensor or any officer authorized in writing by him in this behalf shall have access to the outsourced area for any reason required.
25. The Licensor shall have full rights, power and authority at all times to do through his officers or employees, all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms and conditions and reservations herein contained and to recover from the licensee of the cost of doing any such act or thing.
26. The Licensee will not install/operate any public address system or any other media in the area allotted, which may cause disturbance in area, without obtaining prior written approval of licensor.
27. The Licensee shall invariably insure the building / property /Asset etc. outsourced.
28. A committee consisting of following officers shall make a complete inventory of furniture/ fixtures and other valuables with approximate estimated cost/value before handing over the property to the licensee.
 - a) **Deputy Director stores, Hospitality and Protocol Department. J&K.**
 - b) **Assistant Executive Engineer, Hospitality and Protocol Department. J&K.**
 - c) **Assistant Director, Srinagar, Hospitality and Protocol Department. J&K.**
29. The Licensee shall manage, operate and supervise the property so as to preserve the reputation of the Hospitality and Protocol Department, J&K and to abide by the rules and regulations framed by the Department or the Phalgam Development Authority from time to time and that nothing shall be done, permitted or committed contrary to any provision made by or under any statute or law for the time being in force or rules and regulations framed by the Department or the Phalgam Development Authority and in particular not to use or permit the said space/ buildup area to be used for any form of unlawful activities. Further the party shall be responsible for any act/ lapse or contravention of Prevention of Food Adulteration Act or any other law/ statute/act touching, dealing said business etc.
30. In the event of non-payment of the License fee or breach or non-observance by the party of any of the conditions of the licensing, it shall be lawful for the Hospitality and Protocol Department, J&K, notwithstanding the waiver of any previous cause or right for re-entry, to terminate the license and enter into and to re-possess, retain and enjoy the same as of its former estate and the party will not be entitled to any compensation, what so ever on account of such resumption. Provided that on sufficient cause being shown, The Hospitality and Protocol Department, J&K may for reasons to be recorded in writing instead of terminating the license on the ground of default in payment of license fee allow payment to be made with penalty not exceeding the amount due but not less than Rs.1,000,00.00/-within such period, not exceeding six months on the whole, as The Hospitality and Protocol Department, J&K may deem reasonable.
31. Tender should only be signed by the authorized signatory along with the name, designation and seal of the firm. In case of tender under Power of Attorney or by corporate bodies, the Power of Attorney / Board Resolution of the relevant authority as the case may be, together with a certified copy thereof must be attached with the Tender.
32. The Hospitality and Protocol Department, J&K shall not be concerned with the internal affairs of the tenderers i.e. dispute and dissolution etc. or affairs concerning any other (third) party that the Contractor may be having.

33. On the termination of license/agreement under any of the terms and conditions of the license:-
- (i) Licensee will deliver the vacant possession of the area in its original state to the licensor, failing which the area shall be got vacated in accordance with the provisions contained in the Jammu and Kashmir Public Premises (Eviction of Unauthorized Occupants) Act, 1988. The cost of damages, if any, to the premises or fixtures shall be recovered from the licensee.
 - (ii) Security amount lying in the form of EMD at the credit of the Licensee, after adjusting all dues, shall be refunded within 30 days of handing over of vacant possession.
34. On expiry of settled/agreed period/ extended period, the Licensee engaged will deliver the vacant possession of the Space/area in its original state in all respects i.e. without any damage and damage if any, shall be recovered. Failure to hand over the vacant possession, the premises shall be got vacated under the Jammu and Kashmir Public Premises (Eviction of Unauthorized Occupants) Act, 1988.
35. Other than the arbitration clause, Director, Hospitality and Protocol Department, J&K is the Competent Authority to dispose of day to day issues/disputes with licensor or other business partners/licensees of Hospitality and Protocol Department, J&K.
36. In the event of any question, dispute, or difference arising out of the agreement or in any manner touching this agreement and the solution of which is not expressly provided in this agreement, the same shall be referred to the sole arbitration of Hon'ble Chief Minister of Jammu & Kashmir. The award of the Arbitration shall be final and binding on the parties to the license. The provisions of the Jammu and Kashmir Arbitration and Conciliation Act, 1997 shall govern such arbitration.
37. Subject to the arbitration clause, the Courts at District Srinagar shall have the exclusive jurisdiction.
38. Revenue monitoring committee consisting of Director Hospitality and Protocol, J&K, Joint Director Hospitality and Protocol, J&K and Deputy Director Hospitality and Protocol, Srinagar shall assess the revenue records of the establishment on monthly basis. If need be, the committee can put in its representative based within the establishment.

ANNEXURE-I

TECHNICAL BID

PROFORMA FOR OUTSOURCING OF OPERATION, MANAGEMENT AND SUPERVISION OF VIP HUT NO-2 AND VIP HUT NO-3 AT BYSARAN ROAD, PAHALGAM.

Sr. No.	Description	To be filled by firm.
01.	Name and address of bidder with copy of Permanent Resident Certificate	
02.	Telephone/Mobile number	
	Email ID	
	Fax number	
03.	Details of EMD Deposited(D.D No, Date, Amount, Name of issuing bank)	
04.	Legal status of applicant i.e. whether individual, firm etc(attach)	
05.	Category of license from Department of Tourism J&K/ the Department of Tourism, Government of India / Government of any other state.	
06.	a) Profile of the Bidder/Agency including details of existing businesses	
	b) No. of Business establishments	
	c) Location/ Places where such business exists	
07.	Proof of Licensee having:-	
	a) 03 years experience of managing Hotel Business	
	b) Turnover from the hotel business in the previous three years as per audited Balance Sheet. (Copy of Audited Balance Sheet of last 3 preceding financial years be attached)	
	c) VAT Registration	
	d) PAN	
	e) Service Tax Registration	
08.	Certificate of financial Soundness from Bankers of Applicant.	
09.	Financial Position	
	a) Current assets	
	b) Current liabilities	
10.	Financial Credentials/ Capabilities of the Bidder/ Party (Attach Income Tax Returns, Bank Certificate etc. of last three financial years)	
11.	Any other related matter/ information the bidder would like to share including special achievement/awards etc.	
12.	Performance report in hotel business from Department of Tourism J&K/ the Department of Tourism, Government of India / Government of any other state.	

Note:

- 1) I/We understand that no payment/charges will be paid for preparation, submission of bid/ plan (if any) and no claim on this account will be entertained.
- 2) I/We also understand that Hospitality and Protocol Department J&K reserves the right to ask selected Bidder/ Party to make changes in the terms of contract as per the requirement of Hospitality and Protocol Department J&K.

3) I/We also understand that Director, Hospitality and Protocol Department J&K, reserves the right to reject any or all bids without assigning any reason.

I/We hereby certify that all the statements made and information supplied above is true and correct.

Signature of Applicant
With seal

ANNEXURE-II

PRICE BID

**PROFORMA FOR OUTSOURCING OF OPERATION, MANAGEMENT AND SUPERVISION OF VIP
HUT NO-2 AND VIP HUT NO-3 AT BYSARAN ROAD, PAHALGAM.**

Sr.No.	Description	License fee to be quoted (for five years) (In. Rs.)
01	License fee	

**Signature of Applicant
With seal**

ANNEXURE III

Letter Submitting Tender

To

Subject: Outsourcing of operation, management and supervision of VIP Hut No-2 and VIP Hut No-3 at Bysaran Road, Pahalgam.

Dear Sir,

With reference to the tender invited by you for Outsourcing of operation, management and supervision of VIP Hut No-2 and VIP Hut No-3 at Bysaran Road, Pahalgam.

I/We do hereby offer to take up the job under contract. I/We have examined all the assets on the site, and read the articles of agreement, conditions of contract, specifications and job for execution. I/We agree to take over the assets within a month period from the date of allotment of contract.

I/We have deposited an earnest money @ 2% of the MRLF i.e Rs. _____ (Rupees _____ only) in shape of CDR favouring Accounts Officer, H&P Department which amount is not to be bear any interest. I/We do hereby agree that this sum shall be forfeited in the event our tender is accepted and I/We fail to execute the contract when called upon to do so.

I/We understand that you are not bound to accept the lowest or any tender that you receive.

Name of partners of the firm

Yours faithfully,

Name of our bankers

Tender submitted on _____ before _____ P.M.

ANNEXURE IV

DETAILS OF HOTEL BUSSINESS DURING THE LAST THREE YEARS

Sr. No .	Name of hotel & Location	Date of Commencement of business	Turnover during last years	Litigation Arbitration pending/in progress with details	Name, Address of the officer to whom reference may be made	Remarks

(Signature of the Applicant)

With Seal of organization