



**TENDER FOR LEASING “ARANAYA  
SANSKRITIK KENDRA” FOR RUNNING &  
MANAGING COFFEE BAR CUM RESTAURANT  
AND FITNESS CENTRE, AYURVEDIC CENTRE  
AT DADRA & NAGAR HAVELI.**

**Omnibus Industrial Development Corporation  
of Daman& Diu and Dadra & Nagar Haveli  
(OIDC Ltd.)  
(A Govt. Undertaking)**

**Corporate Office, Plot No. 35, Somnath, Nani  
Daman – 396210Daman (U.T).**

Ayurvedic Sanskrit Kendra, Plot No.1, OIDC Housing Complex,  
Near Collector’s Bungalow, Silvassa – Naroli Road, Silvassa (DNH)

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## Notice Inviting E -Tender & Schedule of Tendering Process with Key Details

Omnibus Industrial Development Corporation of Daman & Diu and Dadra & Nagar Haveli (OIDC Ltd.)  
(A Govt. Undertaking)  
Corporate Office, Plot No. 35, Somnath, Nani Daman – 396210.

### **E – TENDER NOTICE**

**Tender No.:** OIDC/3/ASK/DNH/PLOT NO-1/HOUSING COMPLEX/14/2018-2019/1024 Dt. 26/11/2018.

Omnibus Industrial Development Corporation of Daman & Diu and Dadra & Nagar Haveli Ltd., (OIDC) invites On-line tender through E-tendering system from eligible bidders for “ARANAYA SANSKRITIK KENDRA” FOR RUNNING & MANAGING COFFEE BAR CUM RESTAURANT AND FITNESS CENTRE, AYURVEDIC CENTRE AT DADRA & NAGAR HAVELI.

<b>Description</b>	<b>Tender form cost</b>	<b>EMD</b>
E-Tender for eligible bidders for “ARANAYA SANSKRITIK KENDRA” for Running & Managing Coffee Bar Cum Restaurant & Fitness Centre, Ayurveda Centre at Dadra & Nagar Haveli, Silvassa.	2,500/-	1,75,000/-
The tender documents & other detail information will be available on E-Tendering website <a href="https://www.ddtenders.gov.in">https://www.ddtenders.gov.in</a>		
Last Date & Time for download of tender documents	11.12.2018 upto 11.00 Hrs.	
Last Date & Time for submission of online bid	12.12.2018 upto 15.00 Hrs.	
Last Date & Time for submission of bid in hard copy	12.12.2018 upto 18.00 Hrs.	
Technical bid opening date, if possible, on	13.12.2018 at 11.00 Hrs.	
Financial bid opening date, if possible, on	17.12.2018 at 11.00 Hrs.	
The tender document & other details will be available on <a href="https://www.ddtenders.gov.in">https://www.ddtenders.gov.in</a> upto 11/12/2018. Tender notice can also be seen at website <a href="http://www.daman.nic.in">www.daman.nic.in</a> & <a href="http://www.oidc.nic.in">www.oidc.nic.in</a> . Bidder have to submit price bid		

in electronic format only on [www.ddtenders.gov.in](http://www.ddtenders.gov.in) till the last date and time for submission. Price bid in physical format shall not be accepted in any case.

Submission of tender fees in form of DD & EMD in form DD/FDR, valid copy of Service Tax registration number with certificate, PAN number etc: These are the mandatory documents required to be submitted to the tender inviting authority by RPAD/Speed post/Courier/by hand however, tender inviting authority shall not be responsible for any postal delay. Incomplete & conditional tenders are liable to be rejected. The tender inviting authority reserves the right to accept/reject any or all tenders without assigning any reasons thereof.

**1. FINANCIAL TERMS & CONDITIONS:**

- a. The successful tenderer shall have to furnish Bank Guarantee equivalent to one year rentals to serve as security deposit for the entire lease period. The Bank Guarantee shall be irrevocable/unconditional and encashable by the lessor without assigning any reasons and the Bank shall honour the claim merely on demand from the lessor without any demur. The Bank Guarantee should be payable by the Bank merely on demands from the lessor, notwithstanding any dispute arises by the lessee or any suit pending in any Court of Law. The Bank Guarantee should be valid for the entire lease period. The Tenderer may produce Fixed Deposit Receipt (FDR) or demand Draft (DD) drawn in favor of O IDC Ltd. for the amount equivalent to one year rentals in case he is not able to produce the Bank Guarantee as above. No interest will be payable on such deposit.
- b. The tenderer has to quote the yearly lease rent payable to the O IDC.
- c. For the successful bidder, the Security Deposit shall be retained by the Tender Inviting Authority until the completion of the lease period and be released within 90 days after the completion of the Agreement/Lease period.
- d. The Security Deposit shall be forfeited in the following cases. If a successful bidder engages:
  - i. in any of the prohibited practices specified in this tender.
  - ii. is found to have a conflict of interest as specified in this tender.
  - iii. commits a breach of the terms and conditions prescribed in this tender.
- e. The lessee shall pay the sum of yearly lease rent to the O IDC before signing the lease agreements for the first year and one month in advance during the subsequent year of the lease period specified. In case of the failure in making the payment of lease rent one month in advance, penal interest at the rate of 12% per annum or as may be prescribed from time to time will be charged for a maximum period of 3 months from the commencement of the particular year, the Lease Agreement shall be terminated and the Security Deposit will be forfeited. In such cases, the Lessee shall not have any claim on any investment made in the Leased Property.
- f. The lease period on the request of the lessee can be further extended only after according the approval from the competent authority by the O IDC, Daman. The decision of the competent authority shall be final and binding.
- g. Demand Draft for tender document cost and EMD may be issued in the favour of O IDC Ltd, payable at Daman.

## SECTION-2 GENERAL TERMS AND CONDITIONS

Tender through two tier bid system is invited by the General Manager (Business), OI DC Ltd, Daman for selection of bidder for “ARANAYA SANSKRITIK KENDRA” for Running & Managing Coffee Bar Cum Restaurant & Fitness Centre, Ayurveda Centre at Dadra & Nagar Haveli, Silvassa for the period of ten (10) years.

### **1. Eligibility and Qualification of the bidder:**

- a. Any person, a firm, a company or a registered co-operative society or a trust engaged in the business of running Canteen services or Catering services or Restaurant / Hotel/ Food court/Fitness Centre etc. is eligible to apply. The bidder shall have to enclose documentary proof in this regard.
- b. When a company desires to apply, it shall do so under the hands of the Managing Director or Director duly authorized by Board of Directors, without which, the tender will be held invalid. Such authorization must be enclosed with the tender.
- c. 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.
- d. When a trust desires to apply, the application shall be signed by one of the Trustees under the authority of the Chairman of the Trust without which the tender will be held valid. The authorization shall be enclosed with the tender.
- e. When a Co-operative Society or a Trust intends to apply, the application must be signed by the Chairman or Secretary without which it will be held invalid. The authorization of General Body must be enclosed with the tender.
- f. Change in the name of the bidder will not be allowed under any circumstances.
- g. No change in constitution/ shareholding of the successful tenderer will be done under any circumstances without the prior approval of the OI DC Ltd. in writing.
- h. The Bidder should have successfully performed in Running & Managing Coffee Bar Cum Restaurant & Fitness Centre, Ayurveda Centre for at least three years.
- i. Minimum turnover of the firm in whose name the tender is being applied should be Rs. 2.00 crores per year for last three years. The licensee is required to submit copies of audited balance sheet along with the copies of Income tax Return for last three years in support.
- j. Proof of GST registration.
- k. Copy of Pan Card.
- l. An undertaking that the firm is not blacklisted/debarred from any Government organization/Department Section-3 Tender Form.

m. All the supporting documents in this regard to be submitted along with the physical bid document.

## 2. Scope of the work:

- i. The successful bidder/Licensee shall appoint qualified staff having sufficient experience to run & manage the Coffee Bar Cum Restaurant & Fitness Centre, Ayurveda Centre.
- ii. The successful bidder should set up and operate a Coffee Bar Cum Restaurant where good quality of food items, snacks along with Hot & Cold beverages & Ice- Creams, etc, shall be served.
- iii. The maintenance of the premises including major and minor repairing of the said premises, which will be leased, shall be done by the successful bidder at his/her own cost to the satisfaction of O IDC.
- iv. Any alteration/addition, if required to be constructed by the Lessee, he shall seek prior written approval from O IDC and that will become property of O IDC on termination/ expiring of the lease period. However, no new construction shall be allowed in the premises.
- v. The leased premises and other properties shall be used by the Lessee only for the purpose for which it is being leased out. No other activity shall be carried out without the written permission from the Lessor. The leased premises and areas covered in the Lease Deed/ Agreement shall not be used for any illicit or unlawful purposes.
- vi. The maintenance of garden, lawns, footpaths shall be done by the Successful Tenderer of the Ground Floor specifically at his own cost.
- vii. The successful tenderer will make his own arrangement for drinking water and electricity for the entire complex. The payment of electricity charges or any other charges of the Government, Local Self Government, Panchayat or any other charges shall be made by the successful tenderer at his own cost directly. A separate electric connection, if required, should be obtained by the successful tenderer at his own cost.
- viii. The successful tenderer shall obtain all necessary licences and permissions as may be necessary from the various authorities, competent to issue such licences and permissions at his own cost. Such licences will be subject to the rules prevailing in this U.T from time to time and will be applicable to the Lessor also.
- ix. The premises are being leased on “**as is where is basis**” and the successful tenderer shall have to provide the furniture, fixtures and other equipment of good quality and shall also provide all vessels, utensils, cutlery, crockery, electrical gadgets and all other equipment necessary for running the complex, health centre and maintain the same in good condition to the satisfaction of O IDC. Similarly, good quality table linen, bed sheets etc., shall also be provided by the successful tenderer.

- x. The successful tenderer will have to obtain insurance for the premises at his own cost with any Nationalized Insurance Company for a sum not less than the yearly lease rent and shall keep it so insured against damage by fire, lightning or any other cause till the expiry of the lease period. The decision of the Managing Director, OI DC shall be binding on all the parties regarding share of the Insurance claim, if any. A separate insurance for public liability shall also be obtained by the successful tenderer.
- xi. The Lessee shall use the premises for the sole purposes of conducting business as a restaurant/coffee Bar/Fitness Centre etc. Any other purposes shall require the Lessor's written consent.
- xii. The Lessee shall sell no alcohol or spirit in the said premises.
- xiii. OI DC reserves the right to reject any or all offers without assigning any reason.
- xiv. The Lessee shall duly at all time the provision of the Child Labour (Prohibition and Regulation) Act, 1986 and other element made in this regard.
- xv. The Lessee is not permitted to assign or in any way transfer the right under this license to any other person or agency.
- xvi. The successful bidder shall have to provide residential facilities to his/her staff at his/her own cost.
- xvii. The successful bidder shall have to appoint his own staff for security at his own cost and risk and shall have to provide all security measure required for running the services.

### **3. Rates and Quotes**

The bidder has to quote the yearly license rent inclusive of all taxes payable to the OI DC Ltd., Daman. The quoted rates shall be firm and shall not be subject to any changewhatsoever.

### **4. Uploading of Tender**

The bidder shall upload the mandatory documents of the tender on <http://www.ddtenders.gov.in> only and the other related hard copies of the firm may be submitted in a sealed envelope super scribed as "ARANAYA SANSKRITIK KENDRA" for Running & Managing Coffee Bar Cum Restaurant & Fitness Centre, Ayurveda Centre at Dadra & Nagar Haveli, Silvassa" for a period of ten (10) years addressed to the General Manager (Business), OI DC, Daman.

### **5. Opening of Tenders**

The General Manager (Business), OI DC, Daman will open the on-line tenders at the specified date and time as indicated in the NIT.

### **6. Tender Evaluation**

The bids will be evaluated by the Evaluation Committee duly approved by the



competent authority which will decide the **Highest bidder (H-1)** on the basis of annual license rent provided by each bidder.

## **7. Scrutiny of Tenders**

### **Unresponsive bids:**

The tenders will be scrutinized before further evaluation to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender Document. The tenders received, are liable to be treated as non – responsive and will be summarily ignored, if:

- a. Bid is unsigned and incomplete in any aspect.
- b. Bid validity is shorter than the required period.
- c. Bid not submitted in accordance with this document.
- d. The bidder qualifies the bid with his own conditions.
- e. Bid is received after due date and time.
- f. Bid is not accompanied by all requisite documents.
- g. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the agreement

## **8. Tender Validity**

The tenders shall remain valid for acceptance for a period of 120 days (one hundred twenty days) after the date of tender opening prescribed in the Tender Document.

## **9. Award of work**

Award of work in the form of Possession Letter shall be issued to the successful bidder only after execution of license agreement and submission of the said documents to the General Manager (Business), OI DC, Daman.

Note:

- i. In case bidder needs any clarification on the Tender Document or Scope of Work, they can contact in the OI DC Ltd., Plot No. 35, Somnath, Nani Daman – 396 210.
- ii. In case bidder needs any clarification or if training required for participating in online tender, they can contact the following office:- In case bidder needs any clarification or if training required for participating in online tender they can contact the following office. (n)Code Solution – A division GNFC Ltd., 403, GNFC info Tower, Bodakdev, Ahmedabad – 380 054, Gujarat (India), e-mail: npower@ncode.in, Fax : +917926857321, website: [www.ddtenders.gov.in](http://www.ddtenders.gov.in).
- iii. The Tender Inviting Authority reserves the right to relax any of the conditions of the Tender Document if suitable bidders are not found due to exigency of situation.

### **Section-3 TenderForm**

(For all the terms & conditions of tender document are acceptable to bidder)

To,  
The General Manager (Business)  
OIDC, Corporate Office,  
Plot No. 35, Somnath,  
Nani Daman - 396210

RefNo. \_\_\_\_\_ Dated \_\_\_\_\_

I/We, the undersigned have examined the above mentioned tender document, including amendment/corrigendum no. \_\_\_\_\_, dated (if any), the receipt of which is hereby confirmed. We now offer for Running & Managing Coffee Bar Cum Restaurant & Fitness Centre, Ayurveda Centre at Dadra & Nagar Haveli, Silvassa” for a period of ten (10) years, in conformity with your above referred document.

If our tender is accepted, we undertake to set up “ARANAYA SANSKRITIK KENDRA” for Running & Managing Coffee Bar Cum Restaurant & Fitness Centre, Ayurveda Centre at Dadra & Nagar Haveli, Silvassa” for a period of ten (10) years, as mentioned in tender documents.

I/We further confirm that, if my bid is accepted by the Authority I/We shall provide you with a performance security of required amount in an acceptable form for due performance of the agreement.

I/We agree to keep our tender valid for acceptance as required in tender document or for subsequently extended period, if any, agreed to by us. I/We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. I/We further confirm that, until a formal agreement is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

I/We confirm that we fully agree to the terms and conditions specified in above mentioned tender document, including amendment/ corrigendum etc. if any.

(Signature with Date) (Name and Designation)

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To Be Signed by the Proprietor / All Partners of the Firm / Directors of the Company

under It Common Seal

## **Section 4 Instructions to Bidders**

### **1. Tender Contents**

The Tenders are to be submitted online on [www.ddtenders.gov.in](http://www.ddtenders.gov.in) offline at the General Manager (Business), Daman in two part bids system:

- Technical Proposal (signed and stamped tender document and mandatory document)
- Financial Proposal

### **Technical Proposal**

The Technical proposal should contain

- a. Tender Document (duly signed and stamped to be submitted along with physical bid document)
- b. Mandatory documents as mentioned below to be uploaded online along with financial bid and to be submitted along with signed copy of the tender document as a part of the technical proposal:
- c. Tender Fee of Rs. 2,500/- in the form of a Demand Draft drawn on any Nationalized / Scheduled Bank in favour the General Manager (Business) payable at Daman.
- d. Earnest Money Deposit of Rs. 1,75,000/- in the form of a Demand Draft drawn on any Nationalized / Scheduled Bank in favour of the General Manager (Business) payable at Daman,
- e. Company registration Certificate under the Companies Act, 1956/2013/Shop establishment Certificate.
- f. Proof of GST registration.
- g. Copy of Pan Card.
- h. Audited Balance Sheet of the last three years.
- i. Copy of Income Tax Return (ITR) of last three years.
- j. An undertaking that the firm is not blacklisted/debarred from any Government Organization/Department which is Section -3 Tender Form

### **Financial Proposal**

The financial proposal should be quoted as the final cost inclusive of all applicable taxes. The Financial Proposal is to be submitted **ONLINE only**. The online financial bid of only technically qualified bidders shall be opened. The prices quoted shall be firm and shall remain unchanged during the entire period of the agreement.

### **Additional Information:**

- Bidders may add any further information that they consider relevant for the evaluation of their tender that gives a better understanding of their capability.
- However, the bidders will have to apply on-line. The mandatory documents specified in this document shall be submitted before the

prescribed dates physically in the office of The General Manager (Business) aswell.

**2. Right to accept / rejecttender**

No tender will not be considered unless the tender documents are fully and completely filled in. All information that may be asked from a bidder must be unequivocally furnished.

The General Manager (Business) reserves to itself the right to accept or reject any tender or reject all tenders without assigning any reason thereof, and without thereby incurring any liability to the affectedbidders.

The tenders shall be considered invalid and non-responsive for non-submission of any document stipulated

### **Section 5: Terms & Conditions**

1. The contract for Running & Managing Coffee Bar Cum Restaurant & Fitness Centre, Ayurveda Centre at Dadra & Nagar Haveli, Silvassa" for a period of ten (10) years from the date of entering into an agreement between OI DC and the successful licensee.
2. The schedule of the property, which shall be handed over to the lease, is mentioned in Section-6 of the tender documents
3. The period of lease shall be for Ten(10) years from the date of executing the agreement. However, the lease can be cancelled at any time before the expiry of the period of ten (10) years by giving 01 month's notice by the General Manager (Business) OI DC, Daman.
4. In the event if the Successful Bidder/licensee committing any breach of the terms and conditions herein contained and on their part to be observed and performed, the General Manager (Business) OI DC, Daman without prejudice to his/her other rights and as remedy shall be entitled to forfeit the Security Deposit and recover the loss and shall have the right to terminate the agreement after giving 30 days notice in writing and on Successful Bidder/licensee's failure to remedy the breach to the satisfaction of the OI DC within the period of 30 days. In such case, the Successful Bidder/licensee shall handover quiet and peaceful possession of the premises to the General Manager (Business) OI DC, Daman on expiry of the notice period.
5. Any sums due by the Successful Bidder/lessee to the OI DC under his/her lease shall be recoverable as arrears of Land Revenue.
6. If notice of the termination of lease is given either by the Successful Bidder or by the OI DC, the Successful bidder shall pay all sums due or falling due to the OI DC upto the official year in which such notice is given.
7. The lessee shall on termination or revocation of the license handover the possession of the said premises to the OI DC in as good condition as it was on the date of taking over the premises on license, normal wear and tear being accepted.
8. The successful bidder/ lessee shall comply with all prevailing labour laws/ Municipal laws & statutory requirement of Central Government. In case on non- adherence of the any laws/ regulations of the statutory bodies, the successful bidder/lessee will be fully responsible for the consequences arising out of non adherence by the successful bidder/lessee.

9. The successful bidder/ lessee shall take all precaution and safety measures for safety and security of its personnel and the OI DC will not in any way be responsible for any disability/ injury i.e. permanent or temporary disablement caused to any catering staff during discharge of their duties.
10. The successful bidder/ lessee should have proper valid license from concerned/ prescribed authorities to prepare & serve the food items and shall comply with all norms & guidelines of the statutory Authorities in this regards. The successful bidder/lessee shall be sole responsible for any consequence arising out due to Non compliance of any guidelines of the concerned statutory authority and the OI DC shall be in no way responsible for the same.
11. No Structural Change is allowed. However, if the successful bidder/lessee wants to carry out any interior work without affecting the structure, same can be done at his own cost after seeking prior permission of The OI DC and getting the interior plan approved by OI DC.
12. The General Manager (Business) OI DC, Daman will have the right to enter upon the canteen space and inspect any area during the day and nighttime.
13. Except with the written consent of the OI DC previously obtained, who may impose such condition as deemed fit the lessee shall not assign, nor let or part with the possession of the said premises or transfer the Restaurant premises by way of the sale, gift, exchange, mortgage, sub-license or otherwise whatsoever.
14. The Successful bidder shall enter into an agreement with the OI DC within 10 days from the acceptance of the offer.
15. If any damage is done to premises and licensed property by fire, water or any other cause whatsoever through negligence or otherwise of the successful bidder or his agents, the bidder shall make good the entire damage at its own expense.
16. The premises of Coffee Bar Cum Restaurant & Fitness Centre, Ayurveda Centre shall be open to all castes and communities without any prejudice. The Coffee Bar Cum Restaurant & Fitness Centre, Ayurveda Centre shall be run for the convenience of the visitor during the hours fixed by the OI DC from time to time and as may be permitted as per the conditions of licensing authority.
17. The Successful bidder shall not install any Plant or Machinery except as may be approved in writing by the General Manager (Business), OI DC, Daman. All Rules and Regulation in regard to installation and use of such Plant and Machinery shall be duly observed and necessary license from the statutory authority shall be obtained.

18. The Successful bidder shall not use kerosene, firewood or any other type of smoke emitting stoves in the Coffee Bar Cum Restaurant & Fitness Centre, Ayurveda Centre.
19. The Successful bidder shall at all time keep in the premises lawful weights, scale and measures duly verified and stamped.
20. The Successful bidder shall observe all the rules of health and hygiene in storing, preparing, handling and servicing articles of food in the complex.
21. The Successful Bidder shall comply with all the bye-laws and regulations of local and other statutory authorities having jurisdiction over the works and shall be responsible for the payment of all fees and other charges and the giving and receiving of all necessary notices, and keep the Tender Inviting Authority informed of the said compliance with the by-laws, payments made, notices issued and received.
22. Any conflict arising between the selected bidder and the Tender Inviting Authority during the period of execution or after completion of work shall be referred to a mutually agreed arbitrator and the proceedings shall be governed by provisions of the Indian Arbitration & Conciliation Act and the venue of Arbitration shall be Daman and after as per Law subject to Daman Jurisdictions.

These terms and conditions will form part and parcel of the proposed license deed which will be executed before handing over the possession of the property to be licensed. However, the conditions are only illustrative and the final agreement to license shall be drawn up after opening and acceptance of tenders. This however, shall not derogate from the rights of the General Manager (Business), OI DC, Daman or finally approve the said agreement and the license with such terms and conditions as he/she deems suitable to incorporate. Notwithstanding anything in the foregoing conditions the General Manager (Business), OI DC, Daman hereby reserves his/her right to add, delete, change or modify any condition at the time of issue of demand-cum-the letter of offer.

## Section 6: Schedule of the Property

### **Schedule of the Property hereby licensed**

1. Total area of the premises 211 sq. mtr. Ground Floor Area & 212 sq.mtr. first floor area.
2. The map of the “ARANAYA SANSKRITIK KENDRA” for Running & Managing Coffee Bar Cum Restaurant & Fitness Centre, Ayurveda Centre at Dadra & Nagar Haveli, Silvassa” is asbelow:





**APPENDIX - I****Financial Bid****(To be submitted online only)**

FINANCIAL BID FOR “ARANAYA SANSKRITIK KENDRA” FOR RUNNING & MANAGING COFFEE BAR CUM RESTAURANT & FITNESS CENTRE, AYURVEDA CENTRE AT DADRA & NAGAR HAVELI, SILVASSA”			
Sr. No.	Description of the Property	Period of License	License Rent offered per annum
1.	Lease for “ARANAYA SANSKRITIK KENDRA” for Running & Managing Coffee Bar Cum Restaurant & Fitness Centre, Ayurveda Centre at Dadra & Nagar Haveli, Silvassa”	Ten (10) years	