



**OMNIBUS INDUSTRIAL DEVELOPMENT CORPORATION
OF DAMAN & DIU AND DADRA and NAGAR HAVELI LTD.
(A Govt. Undertaking)**

Corporate Office : Plot No.35, Somnath, Nani Daman - 396 210.
Tel: (0260) 2241120, 2241112, Fax : (0260) 2241108.

No.OIDC/DMN/CD/2006-07/VOL-II/265

Date : 22/03/2013

E-TENDER NOTICE - (2nd Call)

Two part Tenders / Bids comprising of Technical & Financial Bids are invited by the General Manager (Projects), OIDC for Leasing out Roof Top of Changing Room i.e. Dub Chik Bar & Restaurant. The last date & time for submission of Tender / bids online shall be 17:00 hrs of 05/04/2013 and submission in hard copy upto 15:00 hrs. of 08/04/2013 in office of Manager (Business), OIDC Ltd, Corporate Office, Somnath, Nani Daman – 396210.

The Notice Inviting Tender and tender document have been uploaded / released on the website of OIDC www.oidc.nic.in inviting tenders / bids online only.

It is hereby informed to all interested parties that above tender / bids will be accepted by E-Tender only. Eligible tenders have to submit the tender documents along with EMD and Tender Fee in the form of Demand Draft of any Nationalized Bank drawn in favour of OIDC Ltd payable at Daman as scan document on web site and also in hard copy along with desired documents.

- | | |
|--|--|
| (1) Name of Bar-cum-Restaurant | : Dub Chik Bar & Restaurant |
| (2) Location / Place | : Roof Top of Changing Room,
Nagao Beach, Diu |
| (3) Area | : 100.00 Sq. Mtrs. |
| (4) Upset price of Lease Rent per year | : ₹10,00,000/- (Rupees Ten Lakhs Only) |
| (5) Tender Form Fee | : ₹1,000/- (Rupees One Thousand Only)
(Non-Refundable) |
| (6) EMD (2.50% of upset price) | : ₹25,000/- (Twenty Five Thousand Only) |
| (7) Last Date & Time for submission of
Tender / bids online | : 05/04/2013 upto 17:00 hours. |
| (8) Last Date & Time for submission of
Detail tender / bid in hardcopy. | : 08/04/2013 upto 15:00 hours at Office of
the Manager (Business), OIDC Ltd,
Corporate Office, Somnath, Nani Daman |
| (9) Technical bid opening | : At OIDC Camp Office, Moti Daman on
10/04/2013 at 11 : 00 hrs. |
| (10) Financial bid opening | : At OIDC Camp Office, Moti Daman on
10/04/2013 at 15 : 00 hrs. |

Tenderers who may wish to be present for the opening of Technical and Financial Bid may kindly do so.

The successful tenderer will have to develop the area for operation of running Bar-cum-Restaurant at his own cost. The structure will have a tubular frame with tarpaulin or cloth cover and no permanent structure will be permitted to be constructed in any case whatsoever. After completion of tender period said construction / constructed material will be property of OIDC.

Tender document and terms & Conditions will be available on <https://www.nprocure.com> upto 05/04/2013 upto 17:00 hrs. To submit online tender, the tenderer may contact to M/s. (n) Code Solutions, A Division of GNFC Ltd., 301, GNFC Infotower, Bodakdev, Ahmedabad – 380054. Phone No.(079) 26857316 / 17 / 18, Fax No. (079) 40007533, Mobile No. 9428219513.

OIDC reserves the right to reject any or all tenders without assigning any reason thereof.

Sd/-
General Manager (Projects)
OIDC Ltd., Daman



**OMNIBUS INDUSTRIAL DEVELOPMENT CORPORATION
OF DAMAN & DIU AND DADRA and NAGAR HAVELI LTD.
(A Govt. Undertaking)**

Corporate Office : Plot No.35, Somnath, Nani Daman - 396 210.
Tel: (0260) 2241120, 2241112, Fax : (0260) 2241108.

**TENDER FORM FOR LEASING OUT ROOF TOP OF CHANGING
ROOM OF TOURISM DEPARTMENT AT NAGOA BEACH, DIU FOR
RUNNING / SETTING UP BAR-CUM- RESTAURANT.**

1	Applicant's full name in capital letters	
2	Present Address	
3	Permanent Address Phone Numbers.	
4	Details of present business or trade in which applicant is engaged.	
5	Details of past trade activities. The past experience in running Bar-Cum-Restaurant 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	Proposal for setting up the Bar-cum-Restaurant and list of items attached with tender Form. Detail proposal for setting up of Bar-cum-Restaurant facilities and list of items attached with tender forms.	
7	Probable investment the applicant wants to make for Bar-cum-Restaurant.	

8	Details of Financial Stability of the applicant.	
9	Amount of EMD and details thereof.	
10	Amount offered as lease rent per annum for the Roof Top of Changing Room at Nagoa. (in figures & words)	
11	Additional information if any, relevant to the proposed.	

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.



**OMNIBUS INDUSTRIAL DEVELOPMENT CORPORATION
OF DAMAN & DIU AND DADRA and NAGAR HAVELI LTD.
(A Govt. Undertaking)**

Corporate Office : Plot No.35, Somnath, Nani Daman - 396 210.
Tel: (0260) 2241120, 2241112, Fax : (0260) 2241108.

**TERMS AND CONDITIONS FOR LEASING OUT ROOF TOP OF CHANGING
ROOM OF TOURISM DEPARTMENT AT NAGOA BEACH, DIU FOR
RUNNING / SETTING UP BAR- CUM- RESTAURANT.**

- (1) 2 Bid Tender comprising of Technical and Financial bid is invited for Leasing Out Roof Top of Changing Room at Tourism Department at Nagoa Beach, Diu over an area of 100.00 sq.mts. For Running/ Setting up Bar-cum-Restaurant.
- (2) The upset price is ₹10,00,000/- (Rupees Ten Lakhs Only) per annum. The lease will be for a period of 5 (Five) years which can be extended further if considered necessary with possible revision of terms and conditions by the competent authority.
- (3) The tenderer has to furnish Earnest Money Deposit @ 2.5 % of the upset price in form of Demand Draft / Fixed Money Deposit Receipt drawn in favour of OIDC Ltd, Daman payable at Daman from any Nationalized Bank along with the tender.
- (4) Tenderer should enclose Experience Certificate of having knowledge in Running Bar-cum-Restaurant or experience in catering.
- (5) Last date of submitting the technical and financial bids online is 05/04/2013 upto 17:00 hrs. Hard copy of the tender along with required documents should be submitted to the Manager (Business), OIDC Corporate office, Somnath, Nani Daman in seal enveloped by 15:00 hrs on 08/04/2013. The envelopes for technical and financial bids should be separate and both the envelopes should super scribes "Tender for Leasing out Roof Top of Changing Rooms of Tourism Department of Nagoa Beach for running up Bar-cum-Restaurant "Technical Bid" and "Tender for Leasing out Roof Top of Changing Rooms of Tourism Department of Nagoa Beach for running up Bar-cum-Restaurant "Financial Bid".

Technical bid should be opened in the presence of tenderers who may wish to be present and the tender committee on 10/04/2013 at 11:00 hrs in the OIDC Camp office, Moti Daman. Financial Bid for the technically qualified tenderes in the presence of tenderes who may wish to be present and the tender committee shall be

opened at 11:15 hrs on 10/04/2013 at OI DC Camp office, Moti Daman.

- (6)** The successful tender will have to deposit the Lease Rent for the current year in advance in the Form of Demand Draft and an equal amount as Security Deposit in the form of FDR in favour of OI DC Ltd.
- (7)** Within 60 days of the opening of the tenders, the General Manager (Projects), OI DC 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 Demand Draft payable at Daman in favour of OI DC Ltd. No time extension to make the payment beyond the due date will be granted under any circumstances. 12% penal interest will be charged every month for delayed payment of premium amount.
- (8)** On failure to pay the lease premium as per the time schedule, the lease offer for the portion of top of the Changing Rooms of Tourism Department of Nagoa Beach 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 enable him to inter upon the portion of Top of the Changing Rooms of Tourism Department at Nagoa Beach.
- (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 Certificate (ITCC)/VAT Registration available. If for any of the year(s) upto 2011-2012 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 /firm/individuals, etc, as on 31st March, 2012 showing the financial soundness of the bidders.
- c)** Certificate supporting facts for meeting the eligibility criteria laid down by the OI DC, particularly experience in Running Bar-cum-Restaurant or other related activity. (Experience in Running Bar-cum-Restaurant).
- 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 2.5% 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 Bar-cum-Restaurant 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 application 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 / share holding of the successful tenderer will be done under any circumstances without prior approval of the Managing Director, OI DC, Daman.
- (14) Any tender giving tenders in different names will be disqualified and his tender 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 OI DC.
- (16) The Managing Director, OI DC 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 reasons whatsoever.
- (17) The portion of Top of the Changing Rooms of Tourism Department at Nagoa Beach 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 it 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 to 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 Managing Director, OI DC 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 any reasons, 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) BAR-CUM-RESTAURANT :-

- (a)** The licensee shall be deemed to be a bar licensee having only a personal right in the said portion of the Changing Rooms of Tourism Department of Nagoa Beach and shall not be deemed to be a demise at law of the said portion of the Changing Rooms of Tourism Department at Nagoa Beach 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 Managing Director, OI DC who may impose conditions as deemed fit.
- (d)** The licensee shall serve or sell only those alcoholic beverages or allow any customer to consume it in the Bar-cum-Restaurant for which requisite licence has been obtained from the competent authority. The licensee shall sell I.M.F.L. & C.L. in Pegs / Bottles / Beers.
- (e)** The licensee will have to pay the necessary licence fees / taxes for sale of I.M.F.L & C.I. to the concerned authority.
- (f)** The licensee shall not carry, on any trade at the Bar-cum-Restaurant other than one in respect of which the present licence is granted.
- (g)** The licensee shall obtain necessary licences from Medical & Health Dept. or any other Department necessary for or in connection with the business of running the Bar-cum-Restaurant and shall also bear all rates and taxes payable in respect thereof or occasion thereby.
- (h)** The licensee shall meet the catering needs of persons visiting the places to their satisfaction.
- (i)** The Licensee shall develop the site for Running Bar-cum-

Restaurant at his own cost. The complete structure will have a tubular frame with tarpoline or cloth cover and no permanent structure will be permitted to be constructed in any case whatsoever. Licencee will make his own arrangement of water supply / electricity, etc.

- (j)** The licensee shall have to serve necessary edible items in the Restaurant at the reasonable price and in case he is found to sell the items at exorbitant rates, the licence will be liable for termination.
- (k)** The licensee shall at all times keep in the Restaurant lawful weights, scales and measures duly verified stamped.
- (l)** The licensee shall keep the premises including the surrounding clean and tidy to the satisfaction of the OI DC and shall not store or allow to accumulate any refuse except those which are absolutely necessary for the purpose of running the removed and disposed out through refuse Collector of O.M.C/ V.P No refuse shall be thrown into the sea.
- (m)** The licensee shall observe all the rules of Health and hygienic in storing, preparing, handing and serving articles of food in the Restaurant.
- (n)** OI DC shall not be responsible for any loss or damage to goods of licensee on account of theft, fire, water or electricity failure, accident of any other cause whatsoever.
- (o)** The licensee shall ensure that the water at the water head tanks provided for the changing room below and are not misused for any other purpose and shall make his own arrangement for the water as per clause-(i).
- (p)** The Bar-cum-Restaurant shall be kept open to all castes and communities without any prejudice. It shall be run for the convenience of the visitors during the hours fixed by the Government from time to time and as authorized by the Authority.
- (q)** The licensee shall provide neat and clean uniforms to all his servants employed at the canteen who shall be free from infection and contagious diseases.
- (r)** The licensee shall find and provide all vessels, utensils, cutlery, crockery and all other equipments necessary for running the

restaurant and maintain the same in good hygienic conditions to the satisfaction of the OI DC.

- (s)** The licensee should ensure adequate safety measures during foul weather against fire / elect. Etc.
- (t)** The licensee shall ensure that the tubular structure is quite strong in view of the location and in the event of windy season etc.
- (u)** The licensee shall make his own arrangement 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 General Manager (Projects), OI DC, Daman. It shall be the sole responsibility of the successful tender/ allottee to submit the agreement to lease papers duly stamped by the General Manager (Projects) 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 General Manager (Projects), OI DC, Daman.
- (22)** 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 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 Managing Director, OI DC and his/her 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 licence fees or any other Government dues or any other loss suffered by the Government by reason of non-fulfilling the condition thereof the licensee on account of negligence or carelessness on the part of any of his agent or servants shall be recoverable from the licensee as arrears of land revenue.
- (25)** OI DC, Daman & Diu and Dadra & Nagar Haveli shall not

responsible for any loss or damage to the structure or goods or other assets of 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 of the Tourist moving in the Changing Rooms of Tourism Departments of Nagoa Beach.
- (27)** Breach of any of the aforesaid conditions of the Contract is liable for termination of the licence / 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 Managing Director, OI DC have right to add or alter any or all clauses of the agreement if found necessary.
- (31)** All relevant licence will be obtained by Highest Bidder, OI DC will not be responsible in any manner for the licence to be obtained by the Highest Bidder.
- (32)** In addition to the Annual Lease Rent, Service Tax, VAT, Local Administration taxes, Municipal Taxes and all other taxes applicable from time to time shall be paid by the Lessee.
- (33)** After completion of lease period said construction/ constructed material will be property of OI DC.

Signature of the Tenderer

General Manager (Projects)
OI DC Ltd., Daman