

TENDER DOCUMENT

LEASE FOR SETTING UP & RUNNING/MAINTENANCE OF RESTAURANT AT SILVASSA MUNICIPAL BHAVAN, SILVASSA

Issued by
Office of the Chief Officer
Silvassa Municipal Council,
Shaheed Chowk,
Silvassa – 396 230
Phone: 0260 -2633191/192
Email: silvassamunicipalcouncil@gmail.com

Issued to Agency: -

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**SILVASSA MUNICIPAL COUNCIL
DADRA & NAGAR HAVELI
SILVASSA – 396230**

Section-1 Limited Tender Notice

NO.SMC/tender/SMB/2018-19/4124

Date: 13/ 12 /2018

The Chief Officer, Silvassa Municipal Council, Dadra & Nagar Haveli invites sealed tenders in Two Bid system on behalf of the President of India from reputed Hoteliers/Caterers having the requisite experience in the business of running of hotels or interested parties with prescribed qualification for **Lease for setting up & running/maintenance of restaurant at Silvassa Municipal Bhavan**, Opp. Udhog Bhavan, Secretariats road, Amla, Silvassa as per the detail given below for a period of 3 year.

Sr. No.	Particulars	E.M.D.	Minimum rent per annum
1.	Lease for setting up & running/maintenance of restaurant at Silvassa Municipal Bhavan , Silvassa	50,000/-	-----

The Bid document at the cost of Rs. 1,000/- per document will be available in the office of the Chief Officer, Silvassa Municipal Council, Silvassa on all working days and during all working hours from **13.12.2018 to 24.12.2018**.

The Technical Bid should be in a separate sealed cover and the Financial Bid should be in separate sealed cover should be put in to one big cover and should be super scribed “**Lease for setting up & running/maintenance of restaurant at Silvassa Municipal Bhavan**” and alongwith EMD drawn in form of the DD of FDR of any schedule/Nationalise Bank in favour of the Chief Officer, Silvassa Municipal Council should reach to the office of Silvassa Municipal Council, Silvassa on or before **24.12.2018 upto 4:00 PM** by RPAD or in tender box provided in the office for the purpose. The tender form is also available on website address www.dnh.nic.in which can be downloaded and used for submitting the tender in the manner prescribed above alongwith the cost of tender document and EMD. The tender without EMD & tender fees will be summarily rejected. The Technical Bid will be opened on the same day in presence of the tenderer if possible. The Financial bid shall be opened of the bidder whose proposal has been accepted by the Competent Authority. The decision of the Competent Authority in this regard will be final and binding. The date shall be announced subsequently.

The Department of Silvassa Municipal Council reserve their right to accept or reject any or all tender without giving any reason thereof.

**Sd/-
Chief Officer
Silvassa Municipal Council
Silvassa**

Copy to

1. All Head of Office, D&NH, Silvassa for kind information and vide publicity.
2. The Assistant Director (IT), DNH, Silvassa with request to uploading in DNH Administration Website.
3. Notice Board.

Section-2 General Notice

Tender through two tier bid system is invited by The Chief Officer, Silvassa Municipal Council, Dadra & Nagar Haveli for selection of Hotelier/Caterer of repute for **setting up & running/maintenance of restaurant at Silvassa Municipal Bhavan**, Opp. Udhog Bhavan, Secretariats road, Amla, Silvassa on lease for the period of 03(three) year.

1. Eligibility and Qualification of the bidder:

- The bidder should be 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. The tenderer shall have to enclose documentary proof in this regard. No tender shall be valid, if given in the name of or on behalf of a proposed company or proposed trust or a proposed Co-operative Society.
- When a company desires to apply, it shall do so under the hands of the Managing Director or a Director duly authorized by Board of Directors, without which, the tender will be held invalid. Such authorization must be enclosed with the tender.
- When a partnership firm desires to apply, the application shall be signed by all the partners and enclosed with true certified copies of the Deed of Partnership.
- 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 invalid. The authorization shall be enclosed with the tender.
- 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.
- The Bidder should have successfully performed in running Canteen services OR Catering services OR Restaurant / Hotel/ Food court for at least Five years.
- Minimum turnover of the firm in whose name the tender is being applied should be Rs. 10.00 lacs. The tenderer is required to submit copies of Income tax Return for last three years.
- Proof of GST registration.
- Copy of Pan Card number.
- An undertaking that the firm is not blacklisted/debarred from any Government organization/Department Section-3 Tender Form.

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

2. Scope of Work

- i. The successful bidder/Tenderer shall appoint qualified staff having sufficient experience to run the restaurant.
- ii. The successful bidder should set up and operate a Restaurant where good quality fast food items, snacks along with Hot & Cold beverages & Ice-Creams, etc, shall be served. He may also sell food items like biscuit chips, Pantry items etc after obtaining due approval.
- iii. The maintenance of the Restaurant including major and minor repairing of the Restaurant, which will be leased, shall be done by the successful bidder at his/her own cost to the satisfaction of the Silvassa Municipal Council, Dadra and Nagar Haveli.
- iv. The property is being leased on “**as is where is basis**” and the successful bidder shall have to provide the furniture, fixtures and other equipment of good quality necessary for running the Restaurant in good condition to the satisfaction of the Silvassa Municipal Council, Dadra and Nagar Haveli.
- v. The Bidder shall make his own arrangement for cooking, Drinking Water, Sanitation, Electricity & Garbage disposal at his own cost. The payment of electricity and water charges or any other charges of the Govt., Local Self Govt., Panchayat or any other agency shall be made by the bidder at his/her own cost directly to the concerned authorities. A separate meter, if required should be installed by the tenderer at his/her own cost and electricity charges shall be borne by him. The Gas Connection will be provided by the Silvassa Municipal Council and consumption charges will be paid by the successful bidder.
- vi. The successful bidder shall keep the premises including the surroundings clean and tidy to the satisfaction of the Silvassa Municipal Council and shall not store or allow accumulating any refuse except those, which are absolutely necessary. All refuse from the Restaurant premises shall be frequently removed and processed in the manner approved by Silvassa Municipal Council.
- vii. The successful bidder shall obtain all necessary Pollution Control Committee, Medical Department for food license, Labour Department for registration under Shops and Establishments Act etc. licenses and permission as may be necessary for running the Restaurant from the concerned authorities competent to issue such permissions/ licenses at his own cost.
- viii. The successful bidder shall provide neat and clean uniforms employees at the Restaurant premises and they should wear it while on duty. They shall be free from infection and contagious disease.

- ix. The Successful Bidder at his own cost shall provide the furniture and the other equipment of good quality for the restaurant and also provide all vessels, utensils, cutlery, crockery and all other equipment necessary for running the complex and maintain the same in good hygienic condition to the satisfaction of the Chief Officer, Silvassa Municipal Council, Dadra and Nagar Haveli. Similarly, good quality of table linen, etc. shall also be provided by the Successful Bidder at his own cost.
- x. The Successful Bidder shall observe all the rules of health and hygiene in storing, preparing, handling and servicing articles of food in the complex.
- xi. The successful bidder shall **INSURE** the entire Restaurant premises at his own cost with any **Nationalized Insurance Company** for a sum not less than the yearly lease amount reserved hereby 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 Chief Officer, Silvassa Municipal Council shall be binding on all the parties regarding share of the insurance claim, if any.
- xii. The successful bidder shall have to provide residential facilities to his/her staff at his/her own cost.
- xiii. 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 lease rent inclusive of all taxes payable to the Silvassa Municipal Council, Dadra & Nagar Haveli. The quoted rates shall be firm and shall not be subject to any change whatsoever.

4. Submit of Tender

The bidder shall submitted the mandatory documents of the tender in a sealed envelope super scribed as “Tender for Lease for setting up & running of restaurant at Silvassa Municipal Bhavan, Opp. Udyog Bhavan, Secretariats road, Amlı, Silvassa for a period of 3 year.” addressed to “The Chief Officer, Silvassa Municipal Council, Dadra & Nagar Haveli”

5. Tender Evaluation

The bids will be evaluated by the Evaluation Committee duly approved by the Chief Officer, Silvassa Municipal Council which will decide the **Highest bidder (H-1)** on the basis of annual lease rent provided by each bidder.

6. 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:

- (i) Bid is unsigned and incomplete in any aspect.
- (ii) Bid validity is shorter than the required period.
- (iii) Bid not submitted in accordance with this document.
- (iv) The bidder qualifies the bid with his own conditions.
- (v) Bid is received after due date and time.
- (vi) Bid is not accompanied by all requisite documents.
- (vii) 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

7. Tender Validity

The tenders shall remain valid for acceptance for a period of 180 days (one hundred eighty days) after the date of tender opening prescribed in the Tender Document.

8. Award of work

Award of work in the form of Possession Letter shall be issued to the successful bidder only after execution of lease agreement and submission of the said documents to the Chief Officer, Silvassa Municipal Council, Dadra & Nagar Haveli.

9. Financial Impositions

- a) The Successful Bidder shall have to furnish Bank Guarantee equivalent to one year rentals to serve as Security Deposit for the entire lease period before signing of the Lease Agreement. 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 Lessor without any demur. The bank Guarantee should be payable by the Bank merely on demand from the lessor, notwithstanding any dispute raised by the Lessee or any suit pending in any Court of Law. The bidder may produce Fixed Deposit Receipt (FDR) or Demand Draft (DD) drawn in favour of Chief Officer, Silvassa Municipal Council for the amount equivalent to three year rentals in case he is not able to produce the Bank Guarantee as above. No interest will be payable on such deposit.

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 lease period.

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.
- b) The Successful bidder shall pay the sum of yearly lease rent to the Silvassa Municipal Council before signing of the Lease Agreement for the three year and one month in advance during the subsequent year of the lease period if extended. In case of the failure in making the payment of lease rent one month in advance, if the lease period is extended for another year, the penal interest at the rate 12% per annum or as may be prescribed from time to time will be charged for a maximum period of 6 months from the due date of payment with written permission from the Chief Officer, Silvassa Municipal Council to allow such extension which shall not exceed three months from the due date of payment. In case the Lessee fails to make payment of the annual rent alongwith interest as above within 6(six) 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 Successful bidder shall not have any claim on any investment made in the Leased Property and the same shall become the property of the Silvassa Municipal Council. However the Silvassa Municipal Council may, at his discretion, allow further extension to pay the annual rent with interest in case convincing reasons are there to delay the payment of rent.

The lease period on the request of the lessee can be further extended only after according the approval from the Chief Officer, Silvassa Municipal Council, Dadra & Nagar Haveli. The decision of the Competent Authority/ Silvassa Municipal Council shall be final and binding.

10. Notwithstanding anything contained anywhere else in this tender document, the contract of agency can be terminated if it is found, that the condition specified herewith not being followed.

Note:

- In case bidder needs any clarification on the Tender Document or Scope of Work, they can contact in the Silvassa Municipal Council, Shaheed Chowk, Silvassa – 396 230, Dadra & Nagar Haveli during office hours. Tel: 0260 2633191/192 or Email at silvassamunicipalcouncil@gmail.com
- 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 Tender Form

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

To
Chief Officer,
Silvassa Municipal Council,
Silvassa - 396230
Dadra & Nagar Haveli

Ref No. _____

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 to set up & operate the restaurant at Silvassa Municipal Bhavan, Opp. Udhayog Bhavan, Secretariats road, Amli, Silvassa for a period of 3 year, in conformity with your above referred document.

If our tender is accepted, we undertake to set up & operate the restaurant at Silvassa Municipal Bhavan, Opp. Udhayog Bhavan, Secretariats road, Amli, Silvassa for a period of 1 year, as mentioned in tender document.

I/We further confirm that, if my bid is accepted by the Silvassa Municipal Council 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/Autonomous Body/ULB's.

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)

To Be Signed By the Proprietor / All Partners of the Firm / Directors of the Company under Its Common Seal

Section 4 Instructions to Bidders

1. Tender Contents

The Tenders are to be submitted at the office of The Chief Officer, Silvassa Municipal Council, Dadra & Nagar Haveli in 2 part bid 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 submit with financial bid and to be submitted along with signed copy of the tender document as a part of the technical proposal:
 - I. Tender Fee of Rs. 1,000/- in the form of a Demand Draft drawn on any nationalized / scheduled bank in favour the Chief Officer, Silvassa Municipal Council payable at Silvassa.
 - II. Earnest Money Deposit of Rs. 50,000/- in the form of a Demand Draft drawn on any nationalized / scheduled bank in favour of the Chief Officer, Silvassa Municipal Council payable at Silvassa.
 - III. Company registration Certificate under the companies act, 1956/2013/Shop establishment Certificate.
 - IV. Proof of GST registration.
 - V. Copy of Pan Card number.
 - VI. Copy of Income Tax Return (ITR) of last three years.
 - VII. Audited Balance Sheet of the last three years.
 - VIII. 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 for **setting up & running/maintenance of restaurant at Silvassa Municipal Bhavan**, Opp. Udhog Bhavan, Secretariats road, Amli, Silvassa for a period of 3 year should be quoted as the final cost inclusive of all applicable taxes. The Financial Proposal is to be submitted in APPENDIX - I only. The 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.
- The mandatory documents specified in this document shall be submitted before the prescribed dates physically in the office of The Chief Officer, Silvassa Municipal Council as well.

2. Right to accept / reject tender

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 Chief Officer, Silvassa Municipal Council 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 affected bidders.

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

Section 5: Terms & Conditions

- 1) The contract for **setting up & running/maintenance of restaurant at Silvassa Municipal Bhavan**, Opp. Udhayog Bhavan, Secretariats road, Amla, Silvassa shall be for a period of 03 year from the date of entering into an agreement between The Chief Officer, Silvassa Municipal Council and the successful tenderer.
- 2) The schedule of the property, which shall be handed over to the tenderer, is mentioned in Section-6 of the tender documents
- 3) The period of lease shall be for Three (03) year from the date of executing the agreement. However, the lease can be cancelled at any time before the expiry of the period of three year by giving 01 month's notice by the Chief Officer, Silvassa Municipal Council, Dadra & Nagar Haveli.
- 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 Chief Officer, Silvassa Municipal Council, Dadra and Nagar Haveli 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 Chief Officer, Silvassa Municipal Council within the period of 30 days. In such case, the Successful Bidder/licensee shall handover quiet and peaceful possession of the premises to the Chief Officer, Silvassa Municipal Council, Dadra and Nagar Haveli on expiry of the notice period.
- 5) Any sums due by the Successful Bidder/licensee to the Silvassa Municipal Council 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 Silvassa Municipal Council, the Successful Tenderer/licensee shall pay all sums due or falling due to Silvassa Municipal Council upto the official year in which such notice is given.
- 7) The lessee shall on termination or revocation of the lease handover the possession of the said premises to the Silvassa Municipal Council in as good condition as it was on the date of taking over the premises on lease, 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 Silvassa Municipal Council 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 Silvassa Municipal Council 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 Silvassa Municipal Council and getting the interior plan approved by Silvassa Municipal Council.
- 12) The Chief Officer, Silvassa Municipal Council will have the right to enter upon the canteen space and inspect any area during the day and night time.
- 13) Except with the written consent of the Silvassa Municipal Council previously obtained, who may impose such condition as deemed fit the licensee 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-lease or otherwise whatsoever.
- 14) The Successful Tenderer shall enter into an agreement with the Silvassa Municipal Council within 10 days from the acceptance of the offer.
- 15) If any damage is done to Restaurant premises and leased 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 Restaurant shall be open to all castes and communities without any prejudice. The Restaurant shall be run for the convenience of the visitor during the hours fixed by the Silvassa Municipal Council from time to time and as may be permitted as per the conditions of licensing authority.
- 17) The Successful Tenderer/licensee shall not install any Plant or Machinery except as may be approved in writing by the Chief Officer, Silvassa Municipal Council, Dadra and Nagar Haveli. 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.

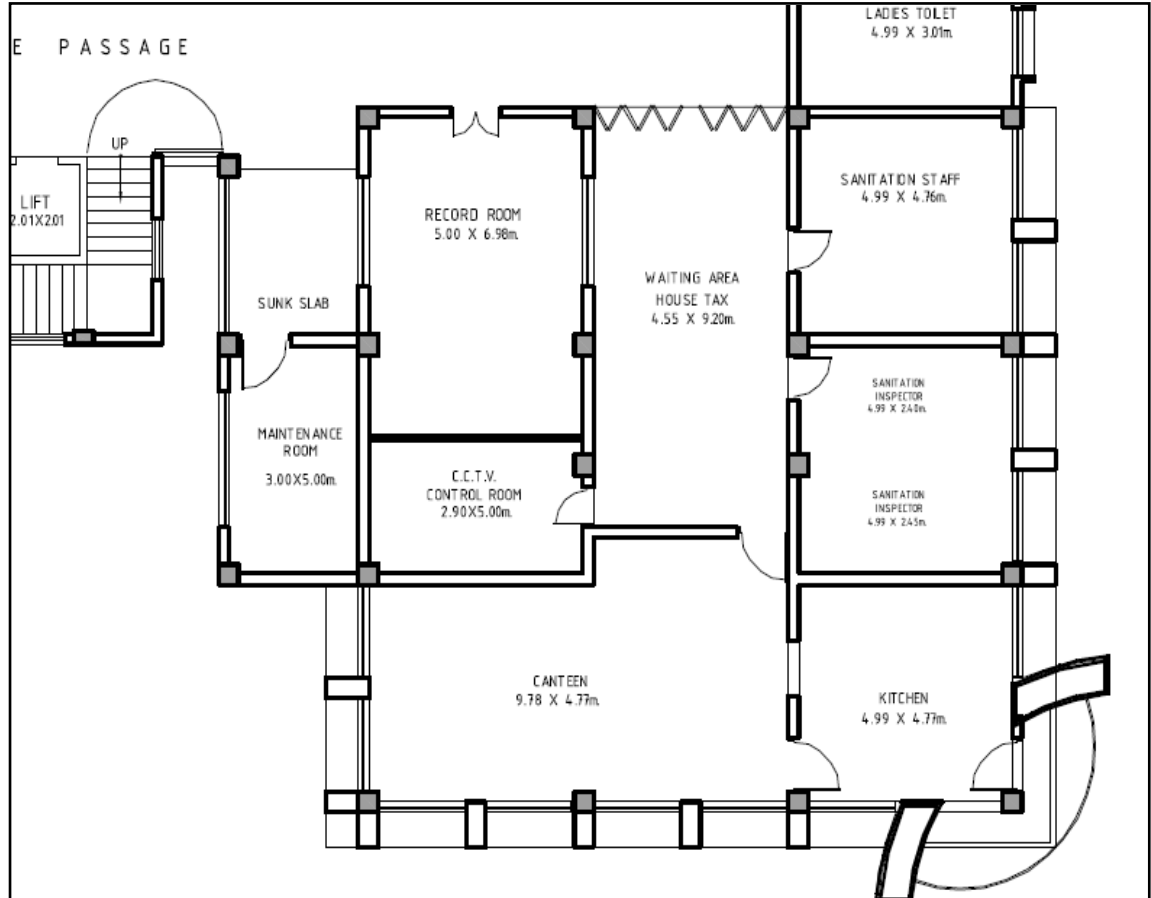
- 18) The Successful Tenderer/Licensee shall not use kerosene, firewood or any other type of smoke emitting stoves in the Restaurant.
- 19) The Successful Tenderer/Licensee shall serve or sale only those alcoholic beverages or allow any customer to consume the same in the restaurant premises.
- 20) The Successful Tenderer/Licensee shall not meet the catering needs of persons visiting the Restaurant premises to their satisfaction.
- 21) The Successful Tenderer/Licensee shall at all time keep in the Fast Food Restaurant lawful weights, scale and measures duly verified and stamped.
- 22) The Successful Tenderer/Licensee shall observe all the rules of health and hygiene in storing, preparing, handling and servicing articles of food in the complex.
- 23) 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.
- 24) If any conflict arises between the selected bidder and the Tender Inviting Authority during the period of execution or after completion of work, Hon'ble Courts of Dadra & Nagar Haveli shall have the jurisdiction and the venue of arbitration shall be Dadra & Nagar Haveli and will be governed by provisions of the Indian Arbitration & Reconciliation Act.
- 25) The successful bidder shall obtain all necessary Pollution Control Committee, Medical Department for food license, Labour Department for registration under Shops and Establishments Act etc. licenses and permission as may be necessary for running the Restaurant from the concerned authorities competent to issue such permissions/ licenses at his own cost.

These terms and conditions will form part and parcel of the proposed lease deed which will be executed before handing over the possession of the property to be leased. However, the conditions are only illustrative and the final agreement to lease shall be drawn up after opening and acceptance of tenders. This however, shall not derogate from the rights of the Chief Officer, Silvassa Municipal Council of finally approve the said agreement and the lease with such terms and conditions as he/she deems suitable to incorporate. Notwithstanding anything in the foregoing conditions the Chief Officer, Silvassa Municipal Council, Dadra & Nagar haveli 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 leased

1. Total area of the restaurant with canteen and kitchen is 70.45 sq.m.
2. The map of canteen and kitchen at Silvassa Municipal Bhavan, Opp. Udhog Bhavan, Secretariats road, Amli, Silvassa is as below:



At Ground Floor Plan of Silvassa Municipal Bhavan, Silvassa

APPENDIX-I
Financial Bid

Lease for setting up & running/maintenance of restaurant at Silvassa Municipal Bhavan			
Sr. No.	Description of the Property	Period of Lease	Lease Rent offered per annum
1.	setting up & running/maintenance of restaurant at Silvassa Municipal Bhavan, Silvassa	03 Year	

Seal & Signature of the bidder