

INTERNATIONAL ROERICH MEMORIAL TRUST HALL ESTATE, NAGGAR, DISTRICT KULLU (H.P.)

NOTICE INVITING TENDER

Sealed Tender for leasing out of the restaurant comprising Kitchen, dining hall, reception, service area and tea bar, store and Cafeteria (it shall be an extension counter of the main restaurant, dimension of 6*6 feet) near the Urusvati Institute situated in the International Roerich Memorial Trust, Hall Estate Naggar, District Kullu (H.P.) on lump sum basis is hereby invited from the interested parties/firms on the prescribed format available in the office of Curator, International Roerich Memorial Trust Naggar, District Kullu (H.P.) by depositing non-refundable payment of 500/- in each case.

The Tender document containing technical bid and financial bid complete in all respect should reach in the office of undersigned on or before 24-08-2022 upto 4:00 PM which will be opened on the next day at 12:30 PM in the presence of all committee members and authorized representatives of the firms/parties. The sale of Tender document will commence on the next date of publication of this tender notice and will close on the date specified in the tender document. The interested parties fulfilling the requisite terms and condition should quote there maximum (highest bid) rates. Monthly basis along with earnest money as given in the tender document. The tender should be in a sealed envelope & addressed to the undersigned and the envelope should be marked “**Tender for leasing out of the restaurant comprising Kitchen, dining hall, reception, service area and Cafeteria (it shall be an extension counter of the main restaurant, dimension of 6*6 feet) near the Urusvati Institute situated in the International Roerich Memorial Trust, Hall Estate Naggar, District Kullu (H.P.)**”

Deputy Commissioner -cum- Director, IRMT Naggar Kullu reserves the right to reject the tender without assigning any reason. The tenders, which are found conditional/ incomplete /belated/ without earnest money or lack of any supporting documents/conditions, will not be entertained.

**DEPUTY COMMISSIONER-cum-DIRECTOR,
INTERNATIONAL ROERICH MEMORIAL TRUST
HALL ESTATE, NAGGAR, DISTRICT KULLU (H.P.)**

INTERNATIONAL ROERICH MEMORIAL TRUST HALL ESTATE, NAGGAR, DISTRICT KULLU(H.P.)

TENDERING SCHEDULE:-

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| Date of publication : | 05-08-2022 |
| Tender form will be collected from the office of International Roerich Memorial Trust Naggar, District Kullu(H.P.) PIN 175130 : | w.e.f. 05-08-2022 at 11.00 AM to 24-08-2022 till 11:00 AM |
| Last date and time for submission of tender along with cost of tender document, Earnest Money Deposit : | 24-08-2022 by 4:00 PM |
| Date & Time for opening of Tender : | Date: 25-08-2022 at 12:30 PM <u>Venue: office of Curator, International Roerich Memorial Trust, Naggar, District Kullu(H.P.)</u> |
| Minimum reserve price/per annum on lump sum basis | 35,000/- (Thirty Five Thousand per month) (and other taxes/duties will be charged extra) |
| Cost of the tender document : | Rs. 500 / - |
| Earnest Money Deposit (EMD) : | Rs. 20,000/- (Rupees Twenty Thousand only) in the shape of Demand Draft in favor of the International Roerich Memorial Trust, Naggar, District Kullu(H.P.). |
| i) | Service Provider/Contractor shall ensure that Cost of tender document, Earnest Money Deposit be deposited on or before the last date and time indicated above. |
| ii) | If the date fixed for the opening of tender is declared a holiday, the tender shall be opened on the next working day at the same time as fixed for the original date for this purpose. |

Annexure-‘A

Terms and conditions:

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| 1. | The tender shall furnish the offer in the sealed envelope clearly mentioning “ Tender for leasing out of the restaurant comprising Kitchen, dining hall, reception, service area and tea bar, store and Cafeteria (shall be an extension counter of the main restaurant dimension of 6*6 feet) near the Urusvati Institute situated in the International Roerich Memorial Trust, Hall Estate Naggar, District Kullu(H.P.) ” accompanied by earnest money deposit (EMD) as mentioned in the tender document, in the shape of bank draft in favour of International Roerich Memorial Trust, Naggar, District Kullu(H.P.) payable at Naggar. |
| 2. | The tender without earnest money will not be entertained and shall be rejected straightway. The rates should be quoted in figures as well as in words. The rates should be exclusive and other taxes/duties will be charged extra. |
| 3. | The bidder can be a person, trust, partnership firm, registered co-operative society private ltd. company or a public ltd, society registered under Societies Registration Act (PAN India Based Society) and only one tender can be applied by firm individually or in partnership. |
| 4. | The bidder should be legally competent to enter into contract as per prevailing laws and shall submit a certified copy of registration. |
| 5. | Only the bidder meeting the following three condition will be considered pre-qualified/ eligible for the tender. <ul style="list-style-type: none">• Should have experience of operating and managing hotels/ resorts/ lounge/ commercial and entertainment complex/educational institutes/multiplex theatre/ experience of F&B for at least 3 years issued by competent authority.• A firm should have minimum average annual turnover of Rs. 10.00 lakh in the last three financial year.• A firm should has minimum net worth of Rs.20 Lakhs as on 31 march 2022(certified by the Chartered Accountant). |
| 6. | It would be deemed that prior to the submission of the proposal the bidder has made a complete and careful examination of; a. The requirements and other information set forth in this Tender document. The various aspects of the project including, but not limited to the following; (i) The Site, existing facilities and structures, access roads and utilities in the vicinity of the Site and (ii) All other matters that might affect the Bidder’s performance under the terms of this Tender, including all risks, costs, liabilities and contingencies associated with the Tender. (iii) It shall be given on lease rent on “as is where is basis ”. The first party Deputy Commissioner cum Director, IRMT Naggar shall have every right to inspect the property at any time and the second party shall have no objection to do so. The International Roerich Memorial Trust, Naggar, District Kullu(H.P.) shall not be |

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| | liable for any mistake or error or neglect by the Bidder in respect of the above clauses. Proposals that are not substantively responsive to the requirements of this Tender document will be rejected. |
| 7. | The technical bid and the financial bid shall be sealed by the bidder in separate covers duly super-scribed. Cover –I contain all required technical documents along with EMD and Cover-II contain only Financial Bid . Both these sealed covers shall be put in a bigger cover which shall also be sealed and duly super-scribed and captioned as“ Tender for leasing out of the restaurant comprising Kitchen, dining hall, reception, service area and tea bar, store and Cafeteria(shall be an extension counter of the main restaurant dimension of 6*6 feet) near the Urusvati Institute situated in the International Roerich Memorial Trust, Hall Estate Naggar, District Kullu(H.P.) ” Financial bids only of the technically acceptable offers, shall be opened for further evaluation and ranking before awarding the contract. No conditional bid shall be accepted. |
| 8. | The interested bidder can visit the proposed site during any working day from 10:00 AM to 5:00 PM and can inspect the site, existing facilities and structure, access road and utilities in the vicinity of the project site. |
| 9. | The Monthly lease rent shall be paid in advance by the 7 th of the first months from the date of award to International Roerich Memorial Trust, Naggar, District Kullu(H.P.), failing which the contract will be terminated and the performance security will also be forfeited. |
| 10. | There will be an increase of 10% of lease rent after three year if the lease is being extended. |
| 11. | Tender of only those parties will be considered who quote their rate as per our Tender terms & conditions. Tender not conforming to our NIT are liable to be rejected. |
| 12. | The Successful bidder/tenderer will have to deposit performance security Amounting Rs.75,000/-(Fifty Thousand only) within 5 days from the date of issuance of award letter in the shape of DD of any nationalized bank. |
| 13. | The EMD of successful tenderer can be adjusted into Performance security on the request of successful tenderer. |
| 14. | If the tender opening day happens to be holiday, the same will be opened on the next working day. |
| 15. | The attempt on the part of the tenderer, to negotiate directly or indirectly, with the authority, before the finalization of tender, will make tender liable for rejection straightway. |
| 16. | Director-cum-Deputy Commissioner, International Roerich Memorial Trust, Naggar, District Kullu(H.P.) reserves the right to reject all or any tender without assigning any reason. |

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| 17. | Any dispute, arising out of this contract will be under the jurisdiction of Kullu court. |
| 18. | The competence and capability of the bidder, who meet the minimum eligibility criteria mentioned in tender is proposed to be established through the Technical Bid. |
| 19-20. | <p>Technical bid (<u>COVER-1</u>) must accompany following documents.</p> <ol style="list-style-type: none"> i) Receipt of Tender Document Fee. ii) Earnest Money deposit 20,000 in the shape of DD. iii) Status of bidder and authorized documentary proof i.e. Firm registration etc. iv) Experience certificate in hospitality industry sector for previous three F.Y.(2019-20,2020-21, 2021-2022) issued by competent authority v) Average annual turnover of 10 lakh in last three financial years certified by C.A. vi) Net worth of Rs. 20 Lakhs as on 31st March 2022.(certified by CA) vii) Certificate of GST registration. viii) PAN card. ix) ITR of last three years.(2019-20,2020-21, 2021-2022). x) Tender document (each page should be attested by the authorized signatory of firm. xi) Annexure-A, B and D <p>EMD in shape of DD in the name of Director, International Roerich Memorial Trust, Naggar, District Kullu(H.P.).</p> |
| 21. | <p><u>Financial BID COVER--II</u></p> <p>The financial bid titled as “financial bid leasing out the restaurant comprising Kitchen, dining hall, reception, service area and tea bar, store and Cafeteria near the Urusvati Institute situated in the International Roerich Memorial Trust, Hall Estate Naggar, District Kullu(H.P.) shall be submitted as per enclosed annexure ‘C’ in sealed <u>Cover -II.</u></p> |
| 22. | <p><u>Earnest money deposit</u></p> <p>I) Rs. 20,000/-(Rupees Twenty Thousand only) in the shape of Demand Draft in favor of the International Roerich Memorial Trust, Naggar, District Kullu(H.P.) The earnest money deposit shall be payable by demand draft drawn on a nationalized bank or any scheduled bank acceptable to International Roerich Memorial Trust and payable at Naggar in favour of International Roerich Memorial Trust.</p> <p>II) . The E.M.D. of unsuccessful bidder (s) shall be refunded to them at the earliest after 30 days of opening of financial bid. And the EMD of successful bidders shall remain in the custody of Department till the completion of contract.</p> <p>(2) The EMD deposited by the bidder (s) shall be forfeited in the following events, namely:-</p> <p>(a) a modification or withdrawal of bid after the deadline for submission of</p> |

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| | <p>bid(s) and during the validity period;</p> <p>(b) refusal by the bidder (s) to accept an arithmetical error or otherwise appearing on the face of bid (s);</p> <p>(c) failure on the part of the successful bidder to sign the contract in accordance with the terms and conditions stipulated in the tender documents;</p> <p>(d) failure on the part of the successful bidder to deposit performance security</p> <p>(e) failure on the part of the successful bidder to execute the contract as per terms and conditions stipulated in the tender documents.</p> <p>III). No interest shall be payable on the EMD amount by International Roerich Memorial Trust, Naggar, District Kullu(H.P.).</p> |
| 23 | <p>Performance security: The bidder shall submit the performance security valid till the expiry of the contract for an amount of Rs. Five lakh in the shape of DD of any nationalized bank of India in favour of International Roerich Memorial Trust, Naggar, District Kullu(H.P.) payable at Naggar.</p> <p>Performance Security shall remain valid for a period of sixty days from the date of completion of contract to the best of satisfaction of Department</p> <p>In case of breach of any of the condition of the agreement, the authority reserves the right to forfeit the performance security and cancel the contract. After completion of the contract period the IRMT will return this performance security amount to the leaser without paying any interest on it.</p> |
| 24. | <p>Proposal preparation cost</p> <p>The bidder shall be responsible for all the cost associated with the preparation of the proposal and its participation in the bidding process. IRMT will not in any way be responsible or liable for such costs regardless of the conduct or outcome of bidding.</p> |
| 25. | <p>Right to reject tender</p> <p>DC-Cum-Director, International Roerich Memorial Trust, Naggar, District Kullu(H.P.) reserves the right to accept/ reject any/ all bids including the highest bid or withdraw the site of the tender at any stage without assigning any reasons. Nothing contained herein shall confer right upon a bidder or any obligation upon International Roerich Memorial Trust.</p> |
| 26. | <p>Misrepresentations/ fraud/ breach of terms and conditions</p> <p>If it is found at any stage the bidder has suppressed any fact or given a false statement or misrepresent or make fraud or violate any of the terms of this tender, the tender/contract will be cancelled by the Director International Roerich Memorial Trust and in suchcase, the bidder will not be entitled to any compensation whatsoever, or refund of any amount paid by him.</p> |
| 27. | <p>On expiry or prior termination of the agreement</p> <p>The bidder shall hand over the peaceful and vacant possession of the premises to the</p> |

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| | International Roerich Memorial Trust, Naggar, District Kullu(H.P.)on its failure or completion of contract. The first party shall be entered to the premises and take over the possession of the premises. The possession of the premises shall be handed/ taken over as it is where is basis, free form all encumbrances and the bidder shall not be entitled to any compensation thereof. The bidder after termination of the agreement prior to the completion of lease period for any reason, whatsoever's, shall not be entitled to any refund or compensation of the premium/amount paid. |
| 28. | Payment of water, electricity bill and any other govt.(center/state) taxes, as applicable from time to time will be borne by the bidder. |
| 29. | Any alteration or modification to the existing structure shall be done by the bidder only after taking written approval from Deputy Commissioner-cum-Director, IRMT and any other authority whose approval may be required for this purpose. It is strictly forbidden to disturb the security system of the IRMT(move or turn CCTV cameras, fire extinguishers, etc.) |
| 30. | The restaurant comprising Kitchen, dining hall, reception, service area and tea bar, store and Cafeteria(cafeteria shall be an extension counter of the main restaurant dimension of 6*6 feet) near the Urusvati Institute situated in the International Roerich Memorial Trust, Hall Estate Naggar, District Kullu(H.P.) will be rented out to party concerned on as is where is basis. The list of the furniture available will be handed over to the leaser and after completion of the contract period any damages to the furniture will be adjusted in the performance security. |
| 31. | The restaurant menu should be entirely vegetarian. The preparation and sale of non-vegetarian (meat and fish) food is not allowed. |
| 32. | The restaurant is only allowed to sell foodstuffs. The sale of souvenirs and any other non-food products is not allowed. |
| 33. | Advertisements may only be placed only in consultation with IRMT management. Advertising that is not related to the activities of the restaurant or the IRMT is not allowed. |
| 34. | As the restaurant is located on the grounds of a Museum and Cultural Centre, the following rules must be observed in the restaurant: -Keep the restaurant clean, do not litter the restaurant and the surrounding area with bottles and other rubbish; -maintain silence; -do not smoke; -do not drink alcoholic beverages; -do not washing or drying of clothes on the grounds of the IRMT |
| 35. | The restaurant must maintain cleanliness in all premises and areas. Restaurant staff must wear uniforms and keep them clean. Tablecloths on tables and crockery must be kept clean. |
| 36. | For the security of the IRMT area, no outsiders are allowed on the restaurant |

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| | premises after 11:00 pm. Normal closing hours of Cefeteria will be 6:00PM when museum closed. |
| 37. | As the IRMT is a cultural institution it is forbidden to use the restaurant premises for rallies and other events not related to the restaurant's direct purpose. |
| 38. | The bidder will keep indemnified Deputy Commissioner-cum-Director, IRMT for any claim arising out of the cause attributable to any act of omission and commission or any negligence or deficiency on the part of bidder. |
| 39. | The authority shall have the option to terminate the agreement by giving one month notice. |
| 40. | If it is found that the property has been obtained by suppression of any fact or misstatement/ misrepresentation or fraud Deputy Commissioner-cum-Director, IRMT shall have unconditional right to take back the property and facility thereon along with the fixtures put in by the second party without any compensation, whatsoever, without any refund. |
| 41. | The bidder shall not assign, transfer / sublet the premises or any part thereof to any person without the prior consent in writing of Deputy Commissioner-cum-Director, IRMT nor put it on any use which is in contradiction to the proposal submitted at the time of bidding unless allowed to specifically by Deputy Commissioner-cum-Director, IRMT and any other authority required for promotion of tourism. |
| 42. | On the expiry of the agreement period, the above premises shall revert to Deputy Commissioner-cum-Director, IRMT to cost and free from encumbrances. |
| 43. | The bidder shall from time to time pay and discharge all rates, taxes, charges, provident funds of employees, statutory dues and assessments of every description, whether imposed by the Centre /state Govt. which are now or may at any time hereafter during the continuance of this agreement be assessed charged or imposed upon property rented out . |
| 44. | The terms and condition of this document shall be a part and parcel of the agreement to be executed on this account and the parties will agree to abide by the same. The tender document will be annexed to the agreement as annexure |
| 45. | This bid document shall be governed by the laws of India, Himachal Pradesh. The courts and authorities at Kullu shall have exclusive jurisdiction over all matter arising out of or relating to this document. |
| 46. | The lease period is for 3 years and may be extended for further 1 year with the 10% increase. |
| 47. | Other terms and conditions if deemed necessary may be incorporated in the tender. The same will be notified in website of IRMT& DCKullu before the close of bid submission date i.e.24-08-2022 and shall be biding for all bidders. For tender related any query the bidder may call/visit IRMT. |

Sh. Ashutosh Garg (I.A.S.)
DEPUTY COMMISSIONER-cum-DIRECTOR,
INTERNATIONAL ROERICH MEMORIAL TRUST
NAGGAR, DISTRICT KULLU(H.P.)

ANNEXURE-“A”

(To be enclosed with technical bid)

“Financial Capability “of each bidder /relevant member of the consortium

| Particulars | Year | | |
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| Turnover of the firm as per audited annual accounts during the last 3 years | | | |
| Net worth as on 31 march 2022(certified by the Chartered Accountant). | | | |

Note:

1. Attached certified copies of annual audited balance sheet for the past 3 year 2019-20, 1920-21, 2021-22 & net worth.

Signed

(Name of the authorized signatory)

For and on behalf of

Name of the bidder

Designation

Registration No.

Place:

Date:

Annexure-B

CHECK LIST OF TECHNICAL BID

| Sr.No. | Item | Vendor to indicate (Please <u>strikeout the not</u> <u>application part</u>) |
|---------------|--|--|
| 1. | Whether tender cost paid? | Yes/No |
| 2. | Whether EMD attached | Yes/ No |
| 3. | Experience certificate for previous three F.Y. attached | Yes/No |
| 4. | Certificate of GST registration Attached | Yes/ No |
| 5. | PAN card Attached. | Yes/ No |
| 6. | ITR of last three year Attached. | Yes/No |
| 7 | Average Annual Turnover of last three years | Yes/No |
| 8 | Firm registration Attached. | Yes/ No |
| 9 | EMD Attached | Yes/No |
| 10 | Tender document (each page attested by the authorized signatory of firm duly stamped). | Yes/ No |
| 11 | Certificates of Net Worth | Yes/No |
| 12. | Annexure A,B,and D | |

Note: - (1)Check-list should be property filled in , signed by authorized person with seal of company and returned along with Tender.

(2) All document submitted are to be self attested duly stamped. A list of document being submitted shall be prepared and enclosed in order.

Date:-

signature & seal of the Bidder.

Annexure –C
(FORMAT FOR FINANCIAL Bid)

(To be submitted on Bidder's letterhead and signed by the Bidder's authorized signatory) Director, International Roerich Memorial Trust, Naggar, District Kullu(H.P.)

Sub: Tender for leasing out of the restaurant comprising Kitchen, dining hall, reception, service area and tea bar, store and Cafeteria near the Urusvati Institute situated in the International Roerich Memorial Trust, Hall Estate Naggar, District Kullu(H.P.)

Sir,

We hereby submit our Financial Offer for the captioned lease rent. If the property leased out on annual rent to us, we agree to make the following payments to IRMT as per the terms & conditions given in the Tender Document and Lease Agreement.

We agree to pay Rs..... (Rupees .
.....only) as the Monthly lease rent for the above mentioned property for lease for three years.

This offer is being made by us after visiting/ careful assessment of the site and taking into consideration all the terms and conditions stated in the tender document.

The other taxes/duties will be paid extra.

We agree to keep our offer valid for 60 days from the due date of submission of this bid.

Authorized signatory

Date:

Name and seal of bidder

place:

Registration no.

Note: Please make separate Financial Proposals the applicant is applying for.

Annexure D

AFFIDAVIT

(To be given separately by each constituent of the tendered on Stamp Paper
of Rs. 10/-)

Whereas I have tendered for the lease contract of the **restaurant comprising Kitchen, dining hall, reception, service area and tea bar, store and Cafeteria near the Urusvati Institute situated in the International Roerich Memorial Trust, Hall Estate Naggar, District Kullu(H.P.)** Now, therefore I, the undersigned, do hereby certify that all the information supplied is accurate true and correct.

The undersigned also authorize (s) Sh. _____ (Name of the person with designation & company address) and request(s) any bank, (name of the bank), person or firm to furnish any information requested by the IMRT to verify our pertinent information deemed necessary and reputation.

The undersigned also understands and agrees that further qualifying information can be furnished, as requested by IRMT.

The undersigned also understands that furnishing of false information or violation to any terms and conditions could result in his disqualification or his company of the award of Rent Contract Agreement.

(Signed by an Authorized Signatory of the Firm) _____

Title of Officer _____

Name of Firm & Registration No. _____

(Complete Address)E-mail _____

Phone NO. _____

Date _____

Encl: Requisite Power of Attorney _____