



HIMACHAL PRADESH TOURISM DEVELOPMENT CORPORATION LTD
MARKETING OFFICE, MANALI

Tel. No: (01902) 252360 & 253531 Email: manali@hptdc.in
website : www.hptdc.in

No: HPTDC/TIOM/(K/R)/2020-21

Date: 28.10.2020

BRIEF DESCRIPTION OF BIDDING PROCESS

1. Single stage one-step process will be adopted for selection of the bidder for award of the hotel.
2. Schedule of Bidding Process:

Sr. No.	Event Description	Date
1	Last date for receiving queries	17.11.2020 (till 2:00 PM)
2	Bid submission due Date	17.11.2020 (till 5:00 PM)
3	Opening of Bids	18.11.2020 (11:00 AM)



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Terms & Conditions

1. The reserve price on this account for the bid shall be minimum Rs. 5.00 lacs (five lakh) per year plus GST extra as applicable.
2. The successful bidder will have to submit the proof of the sound financial background e.g. latest Income Tax Return/ Annual Turnover etc.
3. The Angler's Bungalow, Katrain, shall be rented out to the successful bidder on as is basis and HPTDC shall have every right to inspect this area at any time and the bidder concerned shall have no objection for the same.
4. The Angler's Bungalow, Katrain, shall be given on annual lease rent charges to the highest bidder for a period of 10 (ten) years with 20% increase in annual lease rent on completion of every period of 3 (three) years. The agreement shall stand automatically terminated, if not renewed on or before 1st day of December every year.
5. The Security in the shape of Bank Guarantee of amount either equal to three month's lease rent or Rs. 200000/- (Rupees two lakh) only, whichever is higher, shall have to be submitted/given by the successful bidder in favour of HPTDC.
6. The stamp duty, registration charges, ground rent and other costs and expenses leviable on account of execution of agreement, the agreement deeds, if any to be executed, shall be borne by the successful bidder.
7. The GST, Provident Fund (and any other Govt. taxes), Municipal/Local Bodies taxes applicable from time to time shall be borne by the successful bidder.
8. All expenses towards the execution of the agreement shall be borne by successful bidder.
9. The premises of Angler's Bungalow, Katrain, shall be used by the successful bidder exclusively for tourism related activities.
10. Payment of water & electricity bills as applicable from time to time will be borne by the successful bidder.
11. The successful bidder shall ensure that the Angler's Bungalow, Katrain, premises furniture, fixture and other assets are maintained by the bidder concerned in good, clean and orderly condition and no damage of any kind is caused to the structure and property. In case of any loss or damage caused and negligence on the part of the bidder, the same will be made good from the bidder concerned.

12. The successful bidder will keep indemnified the HPTDC for any claim arising out of any cause attributable to any act of omission & commission or any negligence or deficiency on the part of successful bidder.
13. The successful bidder shall not assign, transfer or sublet the premises or any part thereof to any person.
14. The successful bidder will not be at liberty to terminate the agreement before 15 (fifteen) months after the signing of agreement at first instance. However, both the parties shall have the option to terminate the agreement by giving three months' prior notice on either side after locking period of 15 months.
15. On expiry or prior termination of the Agreement, the successful bidder shall hand over the peaceful possession of the premises to HPTDC and on its failure to do so, HPTDC shall be entitled to enter the premises and take over the possession of the premises. The possession of the premises shall be handed/ taken over on as is where basis, free from all encumbrances and the successful bidder shall not be entitled to any compensation thereof. The second party shall not be entitled to any refund or compensation or refund of the premium paid, on account of termination of the Agreement prior to the term of 10 (ten) years for any reason, whatsoever.
16. If it is found that the property has been obtained by suppression of any fact or misstatement/ misrepresentation or fraud, HPTDC shall have unconditional right to take back the property and the facility thereon along with the fixtures put in by the successful bidder without any compensation, whatsoever, including refund of the Agreement premium paid till the date of termination. In such an event, the concerned bidder will not be entitled to any compensation whatsoever, or refund of any other amount paid by him.
17. The successful bidder shall from time to time pay and discharge all rates, taxes, charges, statutory dues and assessments of every description which are now or may at any time hereafter during the continuance of this Agreement be assessed, charged or imposed upon property rented out.
18. On the expiry of the Agreement period executed in this behalf, the above premises shall reverse to HPTDC free of cost and land free from all encumbrances.
19. Event of circumstances to the extent not caused by the default of HPTDC shall be considered for the purpose of this Agreement as event of default of the successful bidder which, if not cured within the time period permitted, if any, shall provide the HPTDC the right to terminate this agreement by giving 30 days' notice in writing.
20. The successful bidder shall provide latest income tax, service tax, CST/VAT clearance certificate alongwith registration number & copy thereof, audited balance sheet, profit & Loss account for the last 3 years at the time of entering into Agreement.
21. Whatever modifications/additions/alterations would have been made by the successful bidder with the approval of the HPTDC would be assets of the HPTDC which would be deemed to be free from all encumbrances at the time of expiry of the agreement. No vacant space would be put to use by the bidder or any construction

carried out without the prior approval of the competent authority i.e. Managing Director.

22. The HPTDC would not be responsible for any damage caused due to unforeseen event and circumstances like natural calamities etc.
23. The agreement executed on this account shall stand terminated and legal action taken in case of any immoral activities is carried out in the premises.
24. All norms and regulation notified by the HPTDC would strictly be followed by the successful bidder.
25. Without prejudice to the generality of the foregoing, the following event shall also constitute an event of default of the successful bidder:-
 - a) The successful bidder fails to pay the security amount and amount of lease rent set-forth in this Agreement, within the prescribed period therefore.
 - b) The successful bidder commits default in complying with any of the terms & conditions of the Agreement.
 - c) Any other event of default that has been set out in this bid or any other act which is against the interest of HPTDC.
26. In case of any dispute between the parties, the matter will be referred for Sole Arbitration to the Managing Director, HPTDC, who may either himself/herself act as the Arbitrator or appoint anyone else to act as the Sole Arbitrator on his/her behalf. The decision so taken will be final and binding on both the parties.
27. This bid shall be governed by the laws of India/ Himachal Pradesh. The courts and authorities at Shimla shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.
28. The Terms & Conditions of this bid shall come into force from the date of bidding.
29. HPTDC reserve the right to accept/reject any/all bids including 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 HPTDC.



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Sr. No.	Name of the Hotel which proposed for leasing out	Reserve Price (Rs.)	Security Deposit	Bid Amount (Annual)	Amount in Words	Purpose for which Space to be used
1	The Angler's Bungalow, Katrain, having area of 2 Bighas and 9 Biswas. The two storey building of Angler's Bungalow, Katrain, having 8 DBRs with attached toilets and garden.	5.00 lakh per annum (+) GST extra As applicable	Either equal to three month's rent or Rs. 200000/- (two lakh) whichever is higher.			

It is certified as under:-

1. That I/we have seen/inspected/visited the specified shop/space and we agree to take it on rental basis.
2. That I/We will be allotted specified hotel and cost of any addition alteration or improvement to the existing structures will be borne by me/us, HPTDC will not be liable for any loss to existing structure while vacating by existing occupants of the hotel.
3. I agree to pay all taxes as applicable from time to time in addition to the tendered amount.

**Signature of the Authorized representative
Agency with seal/stamp**