



# J&K Cable Car Corporation Limited

(A J&K Government Undertaking)

Head Office: Batmaloo Qamarwari Road near Bemina Woollen Mills, Bemina

Phone: 0194-2492054(tele), 0194-2492058 e.mail:[cablecar@rediffmail.com](mailto:cablecar@rediffmail.com)-190018

Regional Office: Mini TRC Building, Peerkho, Jammu Phone: 0191-2562880

## **NOTICE INVITING TENDERS**

**E-NIT NO. 08 of 2021 Dated: 31 - 03 - 2021**

The J&K State Cable Car Corporation intends to outsource its restaurant situated at prime location of Kangdori (at kangdori Gondola Station) on as is where basis having an area of approximately 2922 sft. including kitchen, store etc. The restaurant opens up to an open area with breathtaking view of the surrounding mountains. Part of the open area in front of the restaurant having an area of approximately 2000 sft. and an area of approximately 1000 sft. on the left side (when disembarking from the stairs of G2 station) can also be put to use as a sit out facility by the successful bidder. The area has tremendous footfall all the year around as all the tourists who board the Gondola at Gulmarg de-board at kangdori station.

The corporation intends to outsource this restaurant purely on license basis for a period of Seven (07) years for running of restaurant business at the aforesaid terminal in favour of renowned UT / National food chains / food caterers having at least five years experience in the relevant field and having valid registration with the competent authority / forum in the relevant business with minimum turnover of Rs. 1.2 crores for last three years in aggregate. In this regard e-tenders are invited from the eligible bidders for outsourcing of the said facility at kangdori.

S.No	Description	Cost of T/Doc	Earnest Money	Minimum Reserve bid
1	2	3	4	5
1.	Outsourcing of Restaurant at Kangdori Station of Gulmarg Gondola Project having a total area of 2922 sqft approximately excluding open area in front and side of the restaurant with approximate area of 3000 sft.	Rs. 5000/-	Rs.50,000/-	Rs. 18.00 Lacs

The Bidding Documents consisting of qualifying information, eligibility criteria, terms and conditions of contract and other details can be seen/downloaded from <https://jktenders.gov.in> as per schedule of dates given below:

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1.	Date of Issue of Tender Notice	31-03-2021
3.	Bid Submission Start Date	31-03-2021 From 11:30 A.M
4.	Bid Submission End Date	15-04-2021 Up to 3:00 P.M
5.	Date & Time of opening of Bids (Online) in the Office of the Managing Director.	16-04-2021 at 11:00 A.M or any other convenient date and time

Sd/  
Managing Director  
J&K Cable Car Corporation

## **The gist of Terms and Conditions and Eligible Criteria for allotment of these Restaurants are as under:**

1. The area of operation of the successful bidder shall and shall only be the specified area as mentioned in the tender document and the successful bidder shall not be allowed to carry out his business activity outside his demarcated premises.
2. **Allotment to the successful bidder shall only be awarded after acceptance of terms and conditions as laid down herein.**
3. The bidders are advised to visit the site before submitting the tender document so as to have a general idea of the place and area.
4. The bidder shall quote his bid per year for the restaurant. The Restaurants shall be outsourced purely on license basis in favour of the bidder who quotes maximum license fee. The license fee shall be further enhanced by 3% increase annually for the period of the contract on incremental basis.
5. **The bidder should be a renowned State / National level Hotelier / food chain / caterers having minimum of Rs 1.20 crore turnovers for last three years in aggregate. The bidder has to furnish certified copies of balance sheet and bank statements for the last three years along with the bid and relevant trade experience and valid registration from competent authority.**
6. The successful bidder shall carry out the trade/activity for which the restaurant is allotted in his favour strictly as per the norms set out by the government for running restaurants. No other activity/trade shall be undertaken by the bidder at the premises.
7. The successful bidder shall not be allowed to further delegate business to any other person/agency at any cost whatsoever.
8. The successful bidder shall have to arrange his own furniture and kitchen equipment as well as other allied items related to his business activity.
9. In case the successful bidder fails to adhere to the terms & conditions as stipulated herein as well as the instructions he may receive from the Corporation from time to time, the Corporation reserves the right to terminate the arrangement and evict the successful bidder by giving him a month's notice.
10. The Restaurant shall be vacated by the successful bidder on expiry of the term of license i.e. by or before 07 years. The bidder shall have no right over the Restaurant after expiry of period of allotment and no claim for continuance of contract shall be entertained.
11. In case successful bidder intends to restore his allotted premises, the same shall be done after obtaining due permission from concerned agencies which may include Gulmarg Development Authority (GDA).
12. The successful bidder shall be allowed to restore / operationalize the adjacent toilets in the said building in case he intends to do so
13. The successful bidder shall only use standard raw material, which includes standard spices, fresh fruits, vegetables, beverages and other food items. Only high-quality food items shall be served by the successful bidder.
14. The successful bidder shall keep the demarcated premises absolutely neat and clean. Disposal of garbage including leftover food etc shall be exclusive responsibility of the successful bidder, who shall ensure that the garbage is disposed off at the area demarcated for the said purpose by Municipality /

GDA. In case of any violation, the decision of the management of Cable Car Corporation shall be final and may even lead to termination of the contract.

15. There shall be a separate sub-meter for the restaurant and the electricity charges shall be paid by the successful bidder every month to JKCCC. In case of non payment of bill by the successful bidder within a stipulated time period of 07 (seven) days, the department shall be at liberty to snap the electricity and water supply. Besides the deposit for water and electricity shall also be forfeited and en-cashed thereof. In case the water and electricity dues are more than the deposit, the successful bidder shall be given one month's eviction notice and the water and electricity charges shall be adjusted from his rentals, which are required to be paid in advance, or deducted from security amount, required to be deposited by successful bidder. The electricity/water charges as per norms shall be paid by the successful bidder as per the usage.
16. The successful bidder shall have to deposit an additional security of Rs.1.5 lacs (Refundable) which the department shall be at liberty to en-cash in case of non payment of electricity and water charges to the relevant departments.
17. The successful bidder shall ensure all possible fire safety precautions and shall install fire extinguishers and / or other fire safety gadgets.
18. No accommodation shall be provided to the successful bidder
19. In case of any untoward incident / accident within the premises / demarcated area of operation of the successful bidder, the liability thereof shall be that of the bidder himself and J&K Cable Car corporation shall have no responsibility on this account.
20. The successful bidder shall not sell his products/food items outside his demarcated area; neither shall he be allowed to setup kiosks outside his demarcated area.
21. The tenure of the successful bidder shall be of 07 years only and no extension whatsoever thereof shall be given.
22. In case of breakdown of Gondola for a continuous period of more than 15 days or in case of any circumstances under which the Gulmarg Gondola operations remain suspended for a continuous period of beyond 15 days, the period from 16<sup>th</sup> day onwards shall be carried forward and the successful bidder shall be allowed to carryout operations beyond the stipulated period of contract for the days the Gondola operation remain suspended from day 16 onwards.
23. The rent is to be paid in advance every year and for the first year the rent is to be paid before formal allotment is made in favour of the successful bidder, and for succeeding years, rentals shall have to be paid one month in advance.
24. In case the successful bidder fails to pay his rentals within the stipulated time the corporation shall be at liberty to cancel his allotment and evict him from the premises within one month of his failure to do so. The Corporation shall be at liberty to get the Restaurant vacated in the event of failure of the bidder to pay the rent amount in due course of time.
25. The mode of the payment of the rent has to be full payment in advance through bank transfer / bank draft only and the next rent has to be paid one month prior to the commencement of next year operations.
26. The successful bidder shall have to take the control of the Restaurants within 07 days from the date of issuance of formal allotment and the date of take over shall be reckoned from seventh day after the date of formal allotment for purposes of payment of rent.
27. Any participant not having a valid FSSAI registration shall not be entertained. The bidder shall upload a valid FSSAI registration certificate along with the tender documents.

28. In the event of any dispute arising between the bidder and the Corporation, the matter shall be referred to arbitration for adjudication and the decision of the **Arbitrator** shall be binding upon the parties. The Arbitrator shall be decided by Managing Director JKCCC.
29. The successful bidder shall be responsible for proper facelift, hygiene and maintenance of the restaurant during the rent period.
30. The successful bidder shall have to sign a legally enforceable agreement as per the format approved by Managing Director JKCCC. The expenses of agreement shall be borne by the successful bidder.
31. The Managing Director JKCCC reserves the right to accept or reject any or all bids without assigning any reason thereof.
32. The bidder shall carry business subject to instructions that may be given from time to time.
33. It is made clear that allotment shall be made on license basis and no rights in the property shall be transferred.
34. 10 passes shall be given to the successful bidder for his employees to avail to and fro Gondola ride from Gulmarg to Kangdori and back on nominal rates as may be decided by the management of JKCCC for facilitation of running of its business at kangdori. Provision for use of material trolley shall also be accorded to the successful bidder for transportation of goods (food items) as per the prevailing rates.
35. Tender of any agency having been blacklisted in Government department shall not be entertained.
36. The successful bidder has to abide and adhere strictly to all the labour laws in vogue and in case of any injury, fatality, harassment etc within the jurisdiction of the premises, JKCCC shall have no responsibility whatsoever
35. *All bidders shall include the following information and documents with their bids: -*
  - a. **Copies of original documents defining constitution/ legal status, place of registration and principal place of Business.**
  - b. **Valid TIN No. & PAN No.**
  - c. **GST Registration**
  - d. **Tender documents fee and EMD fee receipts / CDR's.**
  - e. **Valid FSSAI certificate**

The bidders shall have to upload scanned copies of above mentioned documents in the technical cover along with other documents required as per ENIT.

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Sd/  
**Managing Director**  
**J&K Cable Car Corporation**