

**TENDER DOCUMENT FOR PROVIDING HOTEL ACCOMMODATION FOR
NATIONAL SCHOOL GAMES, 2023 AT SRINAGAR**

Information Sheet/ Critical Date Sheet

Date of Tender publishing	06.10.2023 at 1400 Hrs
Date & time of document download start	07.10.2023 at 10:00 AM
Seek clarification start date & time	07.10.2023 at 11:00 AM
Seek clarification end date & time	10.10.2023 at 1730 Hrs
Pre Bid meeting date, time & venue	12.10.2023 at 1400 Hrs. Venue – Conference Room at Sports Complex, Wazir Bagh, Srinagar-190008
Period of requirement	30.10.2023 to 05.11.2023
Bid submission start date & time	13.10.2023 at 0930 Hrs
Bid submission closing date & time	18.10.2023 at 1700 Hrs
Bid Submission	On line (https://iktenders.gov.in)
Date, Time & Venue of Technical Bid Opening	19.10.2023 (11:30 am): office of the Joint Director, YSS, Kashmir, Wazir Bagh Srinagar-190008
Date, Time & Venue of Financial Bid Opening	20.10.2023 (11:30 am): office of the Joint Director, YSS, Kashmir, Wazir Bagh Srinagar-190008
Details of contact person	Shri Waseem Raja, Joint Director, Youth services and Sports Department, Kashmir) Sports Complex, Wazir Bagh, Srinagar-190008 Tel : 0194-2312543 Mobile: 9419831354 e-mail : jdkports11@gmail.com

Government of Jammu & Kashmir
Office of the Joint Director, Youth Services & Sports, Kashmir
Wazir Bagh, Srinagar

**Invitation of Tender Documents for providing accommodation for stay
for National School Games, 2023 at Srinagar**

- 1.1 Introduction: -Joint Director, Youth Services and Sports Kashmir** under Department of Youth Services and Sports, Government of J&K, on behalf of Hon'ble Lt. Governor J&K, desires to select hotels/guest houses for providing accommodation for stay of officials, athletes, etc. for National School Games, 2023 at Srinagar.
- 1.2 Online bids (two bid system)** conformity with the tender call notice are invited herein by the **Joint Director, Youth Services and Sports Kashmir** from eligible bidder Agencies/Firms for providing hotel accommodation. Instructions for online bid submission are at Annexure IX. **Manual bids will not be accepted.**

Tender documents may be downloaded from the e procurement website of Government of Jammu and Kashmir i.e <https://jktenders.gov.in> as per the schedule given in CRITICAL DATE SHEET of this tender.

2. ELIGIBILITY:

- (i) The bidder shall be a registered company / proprietary firm under the Companies Act 2013 or registered under the relevant provisions/ Acts in India.

Note - **Consortium is not allowed.** Experience & credentials, etc. of 100% owned subsidiaries of the bidder will be considered. 100% owned subsidiary of the bidding company may be registered anywhere in the world. However, subsidiary is not allowed to claim experience & turnover of its holding/ parent company or sister subsidiary company.

- (ii) The scope of work in this tender (providing hotel accommodation) should be covered in the Articles and Memorandum of Association or aims/ objectives of the bidder organization.
- (iii) The bidder should be solvent.
- (iv) The bidder should have valid registration with the PAN, TAN, Service Tax Registration and GST. In case both Service tax and GST are not applicable the same may be intimated through an undertaking.
- (v) The bidder should have local offices at Srinagar to ensure satisfactory fulfilment of contractual obligations.
- (vi) The bidder should not have been black-listed by Central/ State Governments/ PSUs at any point of time. There should not be any criminal proceedings / conviction against the bidder at any point of time.
- (vii) None of the Full time Directors of the interested Bidder has any relative working in Department of Youth Services and Sports J&K as defined in clause 4 of this document.
- (viii) A Bidder shall submit only one proposal. **IN CASE MORE THAN ONE PROPOSAL IS RECEIVED FROM THE BIDDER, ALL SUCH PROPOSALS SHALL BE DISQUALIFIED.**

(ix) Minimum No of rooms offered in Annexure IX is :-

Total Number of rooms with single occupancy in all clusters put together – 5

Total Number of rooms with double occupancy in all clusters put together - 10

Total Number of rooms with quadruple occupancy(4 athletes) in all clusters put together – 450.

3. SCOPE OF WORK – This is indicative and not comprehensive. The successful bidder may be required to carry out other Miscellaneous activities as well for successful hosting of National School games with regard to stay and food arrangements.

3.1 Two games i.e Volleyball (U-17 Boys) and Football (U-19 Boys) under the aegis of School Games Federation of India is proposed to be held in Srinagar **w.e f 30.10. 2023 to 04.11.2023 i.e for six days**. About 2000 school children and technical officials are expected to participate in the Games. Accommodation for all these personnel is required in Srinagar. While the children and support staff can be accommodated by sharing a room with four persons, it shall be twin-sharing basis in respect of tournament officials. Single suite accommodation will be required for Senior Officers. Hence, it is expected that approximately following number of rooms will be required: -

Total Number of rooms with breakfast/Lunch/Dinner with single occupancy in all clusters put together – 5

Total Number of rooms with breakfast/Lunch/Dinner with double occupancy in all clusters put together – 10

Total Number of rooms with breakfast/Lunch/Dinner with quadruple occupancy in all clusters put together- 450 @ Rs.200 per head per day for room without breakfast/lunch/Dinner(Upper limit including Taxes) and Rs.250 per head per day for breakfast/lunch/Dinner (Upper limit including Taxes).(Rs.450(maximum) per person per day including room rent plus breakfast/lunch/Dinner)

Cluster are as follows:

- i) Raj Bagh, Jawahar Nagar and nearby areas.
- ii) Munawarabad, Dalgate and nearby areas.
- iii) Gagribal, Nishat and nearby areas.
- iv) Rambagh,chanapora and nearby areas.

The bidder should be able to provide accommodation to the minimum 25 personnel in one hotel/Guest house.

Successful bidder shall establish a help desk in each hotel premises. It shall be manned for 24 hours in shifts. If the successful bidder will provide accommodation for 25 persons or less, the help desk shall be manned by one person. For accommodation in respect of 26 – 50 persons, help desk shall be manned by two persons. For accommodation in respect of 51 persons or more, help desk shall be manned by three persons. A notice board also be provided where day to day instructions shall be displayed for information to the participants

3.2 The person in charge of help desk shall perform the duty of a liaison officer to look after the needs of the occupants of the hotel, their food, logistics etc., and will have interaction with his / her counterparts in other hotel premises and officials of the Executive Committee of the games.

- 3.3 In case of change of shift the persons of outgoing shift will duly brief the persons of the incoming shift.
- 3.4 Coupons will be supplied for breakfast, lunch and dinner to the in-charge / manager of each participating team / to each official by the Executive Committee of the games.
- 3.5.1 A separate quotation is required for food coupon for breakfast, lunch and food coupon for dinner on per person basis. The final bill of food will be settled on submission of all occupancy details and food coupons by the service provider.
- 3.5.2 Help desk will ask the manager of each team and ask each official about his meal / he will be taking meal or not / desires packed meal, etc. and inform the hotel accordingly well in advance.
- 3.5.3 Packed lunch / Dinner / breakfast will be provided on demand.
- 3.5.4 Each meal will be served Buffet with unlimited quantity per person. There will be sufficient dining tables and chairs to sit and eat.
- 3.5.5 Breakfast : Bread slice with Butter/Paratha with Curd Tea/Coffee/Milk & Fruit, eggs/omelets
- Lunch : Seasonable Vegetable Sabji, Rice, Roti, Papad, Salad, Pickle, Dal, Curd & Sweet Dish
- Dinner : Seasonable Vegetables Sabji/Non-Veg., Rice, Roti, Papad, Salad, pickle, dal, milk
- 3.5.6 Breakfast/ Buffet Lunch/ Buffet Dinner @ Rs. 250/-(upper limit) per head per day(for breakfast ,lunch and dinner all included) including applicable taxes)
- 3.5.7 Payment for lunch and dinner will be released to the successful bidder based on the coupons submitted while taking meal.
- 3.5.8 The maximum no. of diets for each meal will be limited to the number of persons staying in the hotel / accommodation as authorized by Executive Committee at that given point of time.
- 3.5.9 All food and water will be subject to inspection by food inspector(s) / representative of the Executive committee
- 3.5.10 Utmost cleanliness and hygiene will be maintained at all times in entire premises.
- 3.5.11 All food and water will be subject to the guidelines of NADA / WADA
- 3.5.12 There will be sufficient amount of crockery and cutlery for each of the Buffet meals.
- 3.5.13 FSSAI/FAO/PFA approved food items should be used/provided.
- 3.5.14 Low fat and full cream milk products should be labelled separately while serving.

3.5.15 While serving cut fruits on demand, the fruits should be cut while serving.

3.5 Accommodation will provide facilities including, 24 hour hot water and cold water facility and power supply, cleaned pressed bed sheet, bath towel, hand towel, 2 soaps, 2 mineral water bottles of 1 ltr each, each day to each occupant. Accommodation will have water cooler facility for drinking water. Accommodation will have facility to provide first aid.

3.6.7 Accommodation will have water cooler facility for drinking water.

3.7 Cancellation :

3.7.1 . The successful bidder will provide booking details for the said requirement within 5 days of issue of letter for such requirement.

3.7.2 If rooms are surrendered 10 days before the commencement of the games : no charge shall be payable to the successful bidder.

3.7.3 If rooms are surrendered 5-6 days before the commencement of the games :10 % of charge shall be payable to the successful bidder.

3.7.4 If rooms are surrendered 03-02 days before the commencement of the games : 20 % of charge shall be payable to the successful bidder..

3.7.5 If rooms are surrendered 01 day before the commencement of the games : 30% charge shall be payable to the successful bidder..

3.7.6 If rooms are surrendered less than 24 hours before the commencement of the games : 50% charge shall be payable to the successful bidder.

Note – Once the room is occupied the date of vacation of room in hotel will be the subsequent day when the team exits from the competition in tournament. This will depend on the performance of the team and cannot be told in advance. This information will be given as and when available and there will be no cancellation charges for such case. Payment will be made for the number of nights stayed.

Further the check in time will be the time the train / bus / Aeroplan arrives and as such early check ins to be permitted.

3.6 The successful bidder will have to comply with all statutory requirements / obligations as per the law of the land including food inspection, etc.

4. Cost of Tender and EMD.

- (i) The tender document can be **downloaded** from the website <https://jktenders.gov.in> as per the **schedule as given in CRITICALDATE SHEET. Rs.1,000/- (Rupees One Thousand only)** towards the processing fee is to be deposited in the form of demand draft drawn in favour of Joint Director Youth Services and Sports Kashmir **payable at Srinagar** and same should reach **Shri Waseem Raja, Joint Director, Youth services and Sports Department, Kashmir) Sports Complex, Wazir Bagh, Srinagar-190008** on or before bid opening date/time as mentioned in critical date sheet. The same will be non refundable.
- (ii) The Technical Bid document should also be accompanied by the **EMD @ 2 percent of the value of contract** in the form of a demand draft drawn in favour of Joint Director Youth Services and Sports Kashmir **payable at Srinagar Sports Complex, Wazir Bagh, Srinagar-190008** on or before bid

opening date/time as mentioned in critical date sheet. In case the bidder does not accept the offer / does not submit performance bank guarantee within the stipulated period, then the EMD is liable to be forfeited without any communication with such bidder.

(iii) Both cost of tender and EMD shall be accepted as Demand Draft only.

5. Definition of Relative:

5.1 Authorized signatory will give an undertaking on behalf of each of the Full time Directors of the Bidder that none of his/her near relative is working in the Youth Services and Sports Department or any other body / organizations under the administrative control of Youth Services and Sports Department J&K where the bidder is going to bid for this tender.

5.2 A person shall be deemed to be a relative of another if, and only, if,

- (a) They are members of a Hindu Undivided Family; or
- (b) They are husband and wife; or
- (c) The one is related to the other in the manner indicated below:-
 - (1) Father
 - (2) Mother (including step-mother)
 - (3) Son (including step-son)
 - (4) Son's wife
 - (5) Daughter (including step-daughter)
 - (6) Father's father
 - (7) Father's mother
 - (8) Mother's mother
 - (9) Mother's father
 - (10) Son's son
 - (11) Son's son's wife
 - (12) Son's daughter
 - (13) Son's daughter's husband
 - (14) Daughter's husband
 - (15) Daughter's son
 - (16) Daughter's son's wife
 - (17) Daughter's daughter
 - (18) Daughter's daughter's husband
 - (19) Brother (including step-brother)
 - (20) Brother's wife
 - (21) Sister (including step-sister)
 - (22) Sister's husband

6 Submission of bids:- The bids will be submitted online in 2 cover/Packet namely Technical Bid and financial bid document as per details given in the critical date sheet

6.1 List of documents to be submitted in Technical Bid are as follows:-

- (a) Signed and scanned copy of Tender fee and EMD
- (b) Signed and Scanned copy of registration certificate of the bidding entity in support of eligibility criteria stated in Clause 2(i) above.
- (c) Signed and Scanned copy of article of association, memorandum of understanding, aims and objectives of the bidding entity. Kindly highlight the relevant clause in the said

documents stating that (providing hotel accommodation) is a part of the activity of the bidding entity in support of eligibility criteria stated in Clause 2(ii) above.

(d) Signed and Scanned Copy of valid registration certificate for, PAN, TAN and Service Tax / GST as stated in clause 2 (iv) above. In case both Service tax and GST are not applicable the same may be intimated.

(e) Signed and Scanned copy of Annexures – I, II and III duly filled in along with supporting documents stated therein and signed & scanned copy of Annexure-VI (Tender Acceptance Letter).

(f) Signed and scanned copy of Certificate from a Chartered accountant stating the following:-

- a. The bidder is abiding by all statutory laws / rules / regulations / guidelines as applicable from time to time including submission of Income tax return, etc.
- b. Solvency certificate in support of eligibility at clause 2 (iii) above from the bidder`s banker. Solvency Certificate for the bidder should not be dated more than one (1) month old from the last date of submission of bid.

(g) Signed and Scanned copy of audited statement of Accounts of the bidding organization and annual report for the years 2021-22 and 2022-23. **Audited accounts and Report prior to 2021-22 will not be accepted.**

(h) Signed and Scanned copy of Board`s resolution(s) in favour of authorized signatory of the bidder.

(i) Signed and Scanned copy of Attestation of the signature of the authorized signatory of the bidder by the Company Secretary / Bank of the bidding organization.

(j) Signed and Scanned corrigendum and clarification issued by Joint Director YSS Kashmir to this tender, if any, duly signed and stamped on each page by the authorized signatory of the bidder as a mark of acceptance of all conditions of this tender.

(k) Annexure IX duly filled.

Note –Conditional tenders will not be accepted under any circumstances by the Department.

Financial Bid

6.2 (a) Signed and Scanned copy of Annexure – IV duly filled in

6.3 All the documents uploaded will be signed and stamped by the Authorized Signatory of the Bidder.

6.4 Tenders received after the due date and time will be summarily rejected. In case any bidder does not submit online any of the documents as asked for in this document, the bid is liable to be rejected.

6.5 Bid Validity will be 6 months from the last date of submission of bid.

7. Evaluation of Bid

The Technical/financial Bids will be evaluated by an evaluation committee duly constituted for

the purpose. The financial bid in respect of the successful technical bid only will be opened.

8. CLARIFICATIONS ON the Tender DOCUMENT: -

8.1 The prospective bidder Organization requiring any clarification on this document shall mail on jdksports11@gmail.com as indicated in Critical Date Sheet of this document. Clarifications sought, are to be asked in the following format :-

S. No.	Clause No. of the tender	Query / Clarification sought

8.2 A pre bid meeting will be held with the prospective Bidders at the date, time and venue as stated in the Critical Date Sheet of this document and pre-bid minutes/ corrigendum/ clarification will be uploaded on <https://jktenders.gov.in>

8.3 Pre Bid Minutes, corrigendum/ clarifications issued, if any, shall be uploaded on <https://jktenders.gov.in> website and shall form an integral part of this document and shall amount to an amendment of relevant clauses of this document or be additional clauses to this document. In case of any change mentioned in the date/ time in Critical date sheet the same will also be on <https://jktenders.gov.in> website. As such the prospective bidders are required to see the <https://jktenders.gov.in> website regularly.

9. Opening of Technical Bid:

9.1 Joint Director YSS Kashmir shall open the technical bid online at the date, time and venue as stated in the Critical Date Sheet of this documenting the presence of representatives from participating Organization, who choose to attend. The date fixed for opening of Proposals, if subsequently declared as holiday by the Government, the proposals will be opened on the next workingday, time and venue remaining unaltered.

9.2 The representatives of bidders who wish to be present at the time of the opening of proposals are required to bring Bid acknowledgement slip or they can view bid opening live at their remote end.

10. EVALUATION:

10.1 The proposals received in time will be screened based on their responsiveness (i.e. submission of all the requisite documents as asked for in this tender) and eligibility criteria.

10.2 Financial bids of the organization successfully meeting the condition 10.1 above shall be opened online at the date, time and venue as intimated later on e-procurement website <https://jktenders.gov.in>. The authorized signatories / representatives of such bidders who wish to attend the financial bid opening may please do so. The representatives of bidders who wish to be present at the time of the opening of financial proposals are required to bring Bid acknowledgement slip. The bidder quoting the lowest rate in Annexure-IV will be considered L1 bidder.

10.3 The successful bidder will be given an offer letter and will be asked to submit Performance Bank Guarantee (PBG) as per Annexure VII. The bidder is required to submit unconditional acceptance of the said offer letter and PBG as required and sign a contract with YSS Department. These will be required to be submitted within 10 working days of issue of the offer letter. In case of non submission of the same, EMD of the bidder is liable to be forfeited and the bidder blacklisted apart from any other action which DIRECTORATE –YOUTH

SERVICES & SPORTS J&K may take as deemed fit by competent authority.

11. Period of Contract:- The period of contract will be valid till the completion of the games and settlement of accounts.

12. DIRECTORATE – YOUTH SERVICES AND SPORTS J&K reserves the right to:

- i. Accept / Reject any of the tender in full or part thereof.
- ii. Revise the requirement at the time of placing the order.
- iii. Modify, relax or waive any of the conditions stipulated in the tender specification, wherever deemed necessary.
- iv. Reject any or all the tenders in part or full without assigning any reason thereof.
- v. Award contracts to one or more bidders for the items covered by the tender.

13. GENERAL CONDITIONS OF CONTRACT:

13.1 Award of Contract:

13.1.1 Department of Youth Services and Sports will issue a letter of Award of Contract to L1 (in case of uniform rates, L1 shall be selected based on the criteria and inspection report of the committee) for providing hotel accommodation. However, in case L1 is not able to provide all hotel accommodation as may be required, contract may be awarded to L2 bidder at the rates offered by L1 bidder. In case both L1 and L2 bidder fail to meet the requisite demand then order for such additional requirement will be given to L3, L4, bidders in that order, at the rates offered by L1 bidder.

13.2 The terms of payment are as per **Annexure VI**.

13.3 The successful bidder will be required to sign a contract / accept terms and conditions of award of contract and submit performance bank Guarantee @ 5% of the total work order from a Nationalized bank of India as per Annexure VII.

14. Auditing of the accounts of the successful bidder:

The accounts of the successful bidder shall be open to the auditing by Comptroller Auditor General of India or any of his designated representative at any time

15. Disclaimer

15.1 The information contained in this RFP or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of Department of Youth Services and Sports or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

15.2 This RFP is not an agreement. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to

this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Department of YSS in relation to the work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Department YSS, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidders is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Department of YSS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

15.3 Department YSS, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

15.4 Department of YSS accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

15.5 Department of YSS may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

15.6 Department of YSS reserves the right to accept or reject any or all proposal (s) or to annul the RFP process in toto and reject all proposals at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder (s) on the ground of YSSs action.

15.7 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Department of YSS or any other costs incurred in connection with or relating to its Bids. All such costs and expenses will remain with the Bidder and the Department of YSS shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bids, regardless of the conduct or outcome of the Selection Process.

15.8 Any effort by a Bidder to influence the Bid comparison / evaluation / work award decision by way of overt / covert canvassing shall result in non consideration / rejection of its Bid.

15.9 Department of YSS reserves the right to change the schedule of dates / time stated in this RFP. Changes, if any, will be displayed on the website of YSS. Further, any communication with regard to this RFP shall be placed on YSS website only. As such, the Bidders are requested to check the YSS website i.e <https://dgyssjk.org> regularly.

15.10 The responsibility of giving truthful information without concealing any facts is that of the Bidder(s). In case, at any stage, it is found that any information given by the Bidder(s) is false / incorrect / concealed, then Department of YSS shall have the absolute right to take any action as deemed fit including but not limited to dropping the Bidder from consideration for award of work / blacklisting etc. without incurring any liability to the affected bidder(s) on the ground of YSS's action.

15.11 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Procurer either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Successful bidder shall promptly notify the Procurer in writing of such conditions and the cause thereof. Unless otherwise directed by the Procurer in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

15.12 The Procurer (Department of YSS,J&K) may at any time terminate the Contract by giving written notice of 10 days to the Successful bidder, if the Successful bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Procurer.

15.13 The successful bidder is required to have an office in Srinagar for execution of terms and conditions of this contract and will assign a nodal officer and alternate nodal officer for the same. In case of any change in the said officers, the same will be intimated prior to making the said change along with their contact details as per Annexure III.

15.14 The bidder shall fully indemnify, hold harmless and defend Department of YSS J&K and its officers / employees / , agents / stockholders / Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of or relate to (1) any breach of any representation or warranty of the bidder contained in the tender, (2) any breach or violation of any covenant or other obligation or duty of the bidder under this tender.

15.15 The responsibility of giving truthful information without concealing any facts is that of the Bidder. In case, at any stage, it is found that any information given by the Bidder is false / incorrect / concealed, then Department of YSS shall have the absolute right to take any action as deemed fit including but not limited to dropping the Bidder from consideration for award of work / blacklisting, forfeiture of EMD / PBG , etc. without incurring any liability to the affected bidder(s) on the ground of YSS's action.

15.16 Dispute Settlement Mechanism

15.16.1 All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions. The Procurer and the Successful bidder shall make every

effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

15.16.2 Any dispute, disagreement of question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to the Secretary, Department of Youth Services and Sports J&K, who shall appoint some person as sole arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order. The sole Arbitrator shall have its seat in Srinagar.

15.16.3 The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof and the award of such Arbitration Tribunal shall be enforceable in Indian courts only.

15.16.4 The arbitration will be in English Language and at Srinagar.

15.16.5 Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.

15.16.6 The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

15.16.7 All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of High Court at Srinagar.

15.17 Liquidated Damages (LD)

15.17.1 If the successful bidder who has been awarded the contract fails to fulfil the various terms & conditions of the contract to the satisfaction of YSS, the liquidated damages shall be levied on the former.

15.17.2 The amount of liquidated damages under this Contract shall not exceed 12% of the total value of the contract.

15.17.3 The Successful Bidder shall confirm in writing about the availability of accommodation within ten (5) days of the date of receipt of the work order as per clause 3.7.1. In case the Successful Bidder fails to confirm within the said time, liquidated damages shall be levied @ 0.5% of the total work order per day of delay upto 5 days. Thereafter liquidated damages shall be levied @ 0.7% per day of delay for another five days. Work order will be cancelled and PBG forfeited for delay beyond 10 days.

15.18 Others conditions

15.18.1 The Successful Bidder shall notify the YSS of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract

and seek approval of YSS for the same. It is upto YSS whether to grant such approval or not.

15.18.2 The Successful Bidder shall at all times indemnify and keep indemnified the YSS against all claims/damages etc. for any Intellectual Property Rights (IPR) while providing its services under the Project.

15.18.3 The Successful Bidder shall at all times indemnify and keep indemnified the YSS against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Successful Bidder's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Successful Bidder.

15.18.4 The Successful Bidder shall at all times indemnify and keep indemnified the YSS against and any claims by Employees in respect of wages, salaries, remuneration, compensation or the like.

15.18.5 All claims regarding indemnity shall survive the termination or expiry of the Contract.

15.18.6 It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Successful Bidder) for any engagement, service or employment in any capacity in any office or establishment of the MYAS.

(Waseem Raja) JKAS
Joint Director, YSS, Kashmir

Undertaking by the Bidder

1. This is to certify that I on behalf of M/s.....before signing this tender have read and fully understood all the terms and conditions of this tender read along with clarifications and undertake that M/s will abide by them un conditionally and to the satisfaction of DEPARTMENT OF YOUTH SERVICES AND SPORTS J&K

2. M/shave not been black-listed by Central/ State Governments/ PSUs at any point of time. There have been no criminal proceedings / conviction against the bidder at any point of time.

3. None of the Full time Directors of the Bidder has any relative working in DEPARTMENT OF YOUTH SERVICES AND SPORTS J&K as defined in clause 5 of this document.

Signature of the authorised signatory of the Bidder with Seal

Name:
Designation:
Address:

Phone No.:
Mobile No. :
Email ID :
FAX :

ANNEXURE-II**CHECKLIST OF DOCUMENTS SUBMITTED FOR TECHNICAL BID****(To be duly filled in by the Bidder and submitted as a part of the technical bid)**

S. N.	Documents to be submitted	Submitted	Not Submitted	Remarks
1.	Demand Draft of Rs 1000/- ascost of tender document.			
2.	Demand Draft for EMD forbidding in the tender.			
3.	Copy of registration certificate of the bidding entity in support of eligibility criteria stated in Clause 2(i) above.			
4.	Copy of article of association memorandum of understanding, aim and objectives of the bidding entity. Kindly highlight the relevant clause in the said documents stating that providing hotel accommodation is part of the activity of the bidding entity in support of eligibility criteria stated in Clause 2(ii) above.			
4.A.	Clause highlighted as Per Para 4 above.			
5.	Copy of Service Tax / GST Registration			
6.	Copy of PAN Card			
7.	Copy of TAN Card			
8.	In case both Service tax and GST are not applicable the same may be intimated.			
9.	Annexure – I duly filled in			
10.	Annexure – II duly filled in			
11.	Annexure – III duly filled in			

12.	Annexure-VI (Tender Acceptance letter) duly filled in			
13.	Annexure-IX (Details of hotel rooms offered) duly filled in			
14.	<p>Certificate from a Chartered accountant stating the following :-</p> <p>(i) The bidder is abiding by all statutory laws / rules / regulations / guidelines as applicable from time to time including submission of Income tax return, etc.</p> <p>(ii) Solvency certificate in support of eligibility at 2 (iii) above. Solvency Certificate for the bidder should not be dated more than one (1) month old from the last date of submission of bid.</p>			
15.	<p>Copy of audited statement of Accounts of the bidding organization. i.e. report for the years 2021-22 and 2022-23.</p> <p>Report prior to 2021-22 will not be accepted.</p>			
16.	Board's resolution(s) in favour of authorized signatory of the bidder.			

17.	Attestation of the signature of the authorized signatory of the bidder by the Company Secretary / Bank of the bidding organization.			
18.	Signed and Scanned corrigendum and clarification issued by YSS to this tender, if any, duly signed and stamped on each page by the authorized signatory.			
19.	Has each page of the technical bid document been numbered?			
20.	Has the authorised signatory attested copies of all supporting documents?			
21.	Has each of the page of the bid document submitted been signed and stamped by the Authorized Signatory of the Bidder?			
22.	In case any show cause notice was ever issued by any Government Agency to the bidder then please attach the copies of communications, if any.			
23.	Detailed profile of bidding entity			

Signature of the authorized signatory of the Bidder with Seal

Name:
Designation:
Address:

Phone No.:
Mobile No. :
Email ID :

PROFORMA FOR TECHNICAL BID

S. No	Particulars	To be filled by the Bidder
1.	Name of the Bidder	
2.	Registered address of the bidder with Office Telephone Number and Fax Number	
3.	Detailed office address of the Bidder at Srinagar which will be the nodal office for providing manpower to DEPARTMENT OF YSS,J&K and complying of terms and conditions as asked for in this tender. (For execution of the work by the successful bidder for the entire duration of contract)	
4.	Nodal contact person for DEPARTMENT OF YSS,J&K for execution of the work by the successful bidder at the office as stated in S. No. 3 above with his office Telephone Number, Fax Number, Mobile Number, email id .	
5.	Alternate Nodal contact person for DEPARTMENT OF YSS,J&K for execution of the work by the successful bidder at the office as stated in S. No. 3 above with his office Telephone Number, Fax Number, Mobile Number, email id. Bidder is required to ensure that either Nodal officer or alternate nodal officer are available for contact on 24x7 basis for contact by DEPARTMENT OF YSS,J&K.	
6.	Name and details of each of the Directors of the bidding firm (Address, contact telephone Number, Mobile number, FAX No., Email IDs, DIN No. of each of the Directors)	
7.	Detailed profile of bidding entity	
8.	Whether any show cause notice was ever issued by any Government Agency? If so, details thereof (please attach the copies of communications, if any).	

9.	Page No. and Clause No. of Articles and Memorandum of Association/ aims/ objectives of the bidder organization for compliance of Para 2 (iii) of the eligibility criteria.	
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Signature of the authorized signatory of the Bidder with Seal

Name:

Designation:

Address:

Phone No.:

Mobile No. :

Email ID :

FAX :

FINANCIAL BID

Name of the Bidder/ Bidding Firm / Company :						
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder on per day basis	TOTAL AMOUNT including all Taxes	TOTAL AMOUNT In Words
1	Rooms with breakfast/Lunch/Dinner with single occupancy in all clusters put together	5	Nos.			INR -----Only
2.	Rooms for twin sharing basis with breakfast/Lunch/Dinner in all clusters put together	10	No.s			INR -----Only
3.	Total Number of rooms with quadruple occupancy (4 athletes) in all clusters put together as applicable for the entire scope of work.	450	NOS			INR -----Only
4.	Quotation for food including breakfast, lunch and dinner on coupon basis. The Breakfast/lunch and dinner will be paid for as per clause 3.5 of the scope of work. Payment to be made on basis of actual utilization (requirement may increase on decrease)(breakfast, lunch and dinner shall be considered as one unit)	9000 persons	Nos			
Total in Figures						INR Only
Quoted Rate in Words						

Note :-

YSS reserves the right to recover / deduct tax(es) as per the law of land before making any payment to the successful bidder(s).

DEPARTMENT HAS PROVIDED THIS FINANCIAL BID IN .XLS FORMAT ALONG WITH TENDER DOCUMENT. BIDDER SHALL FILL FINANCIAL BID IN .XLS FORMAT ONLY AND THE SAME MAY BE UPLOADED IN FINANCIAL BID COVER.

ANNEXURE V

Terms of Payment

(a)	1 st instalment of 2% of the total approved cost of hotel accommodation (excluding Breakfast/lunch and dinner).	After submitting a bank guarantee for an equal amount and 5 days before the commencement of the event.
(b)	2 nd instalment of 20% the total approved cost of hotel accommodation and food.	After completion of 50% of the no. of days for which the hotel accommodation is reserved.
(c)	3 rd (Last) instalment of the total approved cost of hotel accommodation and food.	After completion of the games and submission of all bills.

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

-

-

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

-

-

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Format of Performance Bank Guarantee

Whereas Youth Services and Sports Department J&K (hereafter referred to as YSS Department) has issued an Advance Order (AO) vide letter no.
Dated/...../20.... (herein referred to as agreement) awarding the work of providing hotel accommodation for national school games 2023 to M/s..... having its registered office at (hereafter referred to as “Bidder”)

and YSS has asked the bidder to submit a performance guarantee in favour of Joint Director, YSS Kashmir of Rs./- (hereafter referred to as “P.G. Amount”) valid up to/...../20... (hereafter referred to as “Validity Date”)

Now at the request of the Bidder, WeBankBranch having (Address) and Regd. office address as (Hereinafter called ‘the Bank’) agreed to give this guarantee as hereinafter contained:

2. We, “the Bank” do hereby undertake and assure to the YSS, department that if in the opinion of the YSS, the Bidder has in any way failed to observe or perform the terms and conditions of the agreement or has committed any breach of its obligations thereunder, the Bank shall on demand by YSS, department and without any objection or demur pay to the YSS, department the said sum limited to P.G. Amount or such lesser amount as YSS, department may demand without requiring YSS, department to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same. The decision of YSS, department in these counts shall be final and binding on the bank.
3. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and YSS, department regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the YSS, department shall have the full liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by YSS, department against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of YSS, department or any indulgence by YSS, department or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.
7. The Bank undertakes not to revoke this guarantee during its currency except with the previous consent of Director YSS,J&K in writing.
8. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the YSS, department under this Guarantee shall be extinguished if no claim or demand is made on us inwriting on or before its validity date.
9. In case YSS, department demands for any money under this bank guarantee, the same shall be demanded by YSS, department with request addressed to.....(designation) having office at.....(postal address) and having Phone No. asemail ID as , FAX No. as and Mobile Phone No. as The said demand shall be paid by the Bank through banker's Cheque in favour of **Joint Director Youth Services and Sports,Kashmir** payable at Srinagar.
10. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.The contact details of the officer for en-cashing / invoking this bank Guarantee are..... (Name and address of branch, contact details ofbranch, designation of officer, etc. .. complete details)

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

Email ID

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Details of Hotel Rooms offered

- (i) Total Number of rooms offered in this tender
- (ii) Total number of clusters in which the said rooms are offered (maximum 4 clusters are allowed)
- (iii) Total occupancy of the rooms offered (maximum quadruple occupancy)
- (iv) Cluster wise details of the following: -
 - a. Total Number of rooms with single occupancy
 - b. Total Number of rooms with double occupancy
 - c. Total Number of rooms with Quadruple occupancy
- (v) Total Number of rooms with single occupancy in all clusters put together
- (vi) Total Number of rooms with double occupancy in all clusters put together
- (vii) Total Number of rooms with Quadruple occupancy in all clusters put together
- (viii) Name, address, phone no, and type of rooms single / double / Quadruple occupancy in each hotel offered cluster wise. The successful bidder can change maximum 15% of the hotels offered in the same cluster in case of any pressing reason subject to prior approval of competent authority.

(Authorised Signatory)
(with name/designation, contact No.& seal)
