

TERMS & CONDITIONS For Barrier & Parking Management

The Terms & Conditions for filling the tenders for Barrier and Parking Management in the Patnitop Circuits are given as under:

- 1.** The forms will be issued to interested registered N.G.O's / Societies against an application from the authorized signatory.
- 2.** Forms for the Bids are generally issued upto mid April annually.
- 3.** The sealed offers should reach the office of Patnitop Development Authority ,Kud, District Udhampur (J&K) by or before the last date by registered post / speed post / courier only. No offer shall be received through individual person.
- 4.** The offers will be opened by a committee to be nominated by the Chief Executive Officer, Patnitop Development Authority on the day convenient to members of the committee.
- 5.** The Chief Executive Officer, Patnitop Development Authority reserves the right to accept or reject any or all the offers without assigning any reasons there of and no correspondence will be entertained on the subject.
- 6.** The offer forms alongwith all the documents mentioned therein alongwith deposit amount fixed by PDA as earnest money in the shape of CDR pledged to the Chief Executive Officer, Patnitop Development Authority, Kud. Offers without CDR shall not be accepted / entertained.
- 7.** The N.G.O. / Society will deposit the amount of Rs. 1.00 Lakh (Rs. One Lakh Only) which shall be kept as security deposit & will be adjusted in the last installment.
- 8.** All the payments offered in the offer form shall be deposited in the shape of Advance / Cheques at the time of execution of the agreement with Patnitop Development Authority.
- 9.** The rates as mentioned in the offer form shall be charged by the successful NGO / Society in whose favour the agreement is drawn and under no circumstances the rates will be charged higher than the notified rates.
- 10.** In case of default in payments / clearance of cheque / FDR the agreement will be liable for cancellation besides legal action against the defaulter for remittance of the cheque / FD will be initiated.
- 11.** Government vehicles with marking as Government Vehicle will be exempted from any payment.
- 12.** The manpower posted by the N.G.O. / Society for the management of Barrier / Parking Lot will be given uniforms by the NGO/Society concerned, However, identity cards will be issued by the P.D.A. The said manpower will be very polite & humble with the visitors and under no circumstances any complaint should be received by the P.D.A. against the officials of the NGO's. In case of complaints of such nature the Patnitop Development Authority will be at liberty to cancel the contract and CDR as well as amount for the period received in advance shall be forfeited.
- 13.** In case the NGO/Society wants to terminate the contract / agreement he shall have to give 60 days notice in writing.
- 14.** The successful NGO/Society will have to enter an agreement with the Patnitop Development Authority within five days of the allotment of the contract & fresh contract will be applicable w.e.f. 1st April of every year.
- 15.** The Patnitop Development Authority will not be responsible for any kind of damage or loss to NGO/Society or his employees posted in the area. All legal as well as social liabilities will be borne by the concerned NGO/Society.
- 16.** The NGO/Society will have to get his employees insured under Janta Accidental Insurance Policy to cover all kind of risk during the course of their employment.
- 17.** In case of any dispute between the NGO / Society and the Patnitop Development Authority the matter will be referred to the Commissioner / Secretary to Government, Tourism Department or the Divisional Commissioner, Jammu for arbitration whose decision will be final & binding on both the parties and will not be challenged as an arbitrator being in his official capacity.