Jammu & Kashmir

Haj Committee

Baitul Hujaj, Haj House, Bemina, Srinagar
Under Department of Haj & Auqaf, Govt. Of Jammu & Kashmir
(Ph.No.0194-2495365, 0194-2495367, www.jkshc.org, mail at:jkstatehaj@gmail.com)

EXPRESSION OF INTEREST FOR RENTING OUT RESIDENTIAL BLOCK OF HAJ HOUSE

- Expression of Interest is invited from Govt. Institutions, Public Sector Undertakings, United Nation Agencies, Multilateral Institutions and Private Coaching Institute for renting of vacant Residential building on fixed term basis for 6 months from November to April.
- 2. Interested individuals are requested to present their Expression of Interest on or before 15.09.2023 by 03:00 PM. in two distinct sealed envelopes as outlined below:
 - a) In a sealed envelope, provide organizational details along with all pertinent supporting documents following the EOI Proposal format.
 - b) Price Bid in separate sealed cover. Details can be downloaded from the website www.jkshc.org
- 3. Interested parties can visit J&K Haj Committee Office on any working day to inspect site and gather information.
- 4. Earnest Money Deposit (EMD)
 - i. Each bid must be accompanied by E.M.D. Of Rs. 50000/-
- 5. Only the EOI proposal along with applicable EMD, submitted in separate sealed cover will be opened on the date of bid opening.
- 6. EOI submitted without EMD will be summarily rejected.
- 7. Only the bidders who are found suitable based on the EOI terms & conditions will be qualified for the Price Bid Opening. Price Bids submitted by non-qualified bidders will be returned unopened and their EMD will be refunded. Executive Officer, J&K Haj Committee's decision on the same will be final and binding on the bidders.
- 8. Executive Officer, J&K Haj Committee reserves the right to lease/rent out the facilities at each location together or separately or in parts thereof.
- 9. The successful bidder shall sign a rent Agreement in the form and manner prescribed by Executive Officer, J&K Haj Committee/Owner with the successful bidder before handing over the site for its use.

Sd/-Dr. Shujaat Ahmad Qureshi Executive Officer J&K Haj Committee Srinagar

No.Haj/2023/624 Dated: 30-08-2023

- 1. Joint Director Information, Kashmir with the request that the press release may be given wide publicity.
- 2. Incharge Website, JKSHC.

BAITUL HUJAJ HAJ HOUSE

BEMINA SRINAGAR-190018

PHONE: 0194-2495365

WEBSITE: WWW.JKSHC.ORG

Expression of Interest for renting out Residential Block of Haj House

The Hajj House

The Haj House, located in Bemina, Srinagar, covers an expanse of 50 Kanals of land. Its purpose is to provide convenience to Haj Pilgrims from J&K on their journey to Harmain Shariefain. This modern complex includes an Office Block, Reception Lounge, and Residential Block. The Haj House offers amenities like Remote Check-in, Pre-Immigration, Pre-Customs Checks, and even Foreign Currency exchange services during departure. Additionally, the facility features an Ahram wearing room and a spacious prayer hall (Masjid).

Moreover, there's a distinct residential block with the capacity to host around "200" pilgrims simultaneously.

INSTRUCTIONS TO BIDDERS

- 10.Expression of Interest is invited from Govt. Institutions, Public Sector Undertakings, United Nation Agencies, Multilateral Institutions and Private Coaching Institute for leasing or renting of vacant office building on fixed term basis.
- 11.Interested individuals are requested to present their Expression of Interest in two distinct sealed envelopes as outlined below:
 - c) In a sealed envelope, provide organizational details along with all pertinent supporting documents following the EOI Proposal format.
 - d) Price Bid in separate sealed cover. Details can be downloaded from the website www.jkshc.org
- 12.EOI documents as above and complete in all respects shall be submitted in a sealed envelope and superscripted as "Expression of Interest" for leasing/renting of Residential Block of Haj House.
- 13. Name of the bidder and address shall be clearly indicated on the sealed envelopes.
- 14. The designated signatory must sign the Expression of Interest along with the date.
- 15.EOI should be sent by Speed Post/Registered Post/ Courier or by hand. J&K Haj Committee takes no responsibility for any EOI not reaching in time/ not reaching at all/ reaching late/ reaching in torn and mutilated condition.
- 16.Interested parties can visit J&K Haj Committee Office on any working day to inspect site and gather information.
- 17. Earnest Money Deposit (EMD)
 - ii. Each bid must be accompanied by E.M.D.
 - iii. The EMD is required to protect Executive Officer, J&K Haj Committee against risk of Bidder's conduct, which would warrant the security's forfeiture
 - iv. The EMD shall be in the form of Demand Draft from a nationalized bank drawn in favor of Executive Officer J&K Haj Committee at Srinagar.
 - v. E.M.D. of the unsuccessful bidders will be released after tabulating tenders, keeping only the earnest money of the first three bidders. The earnest money deposit of the remaining two unsuccessful bidders will be released after signing the rent agreement with the successful bidder.
 - vi. In the case of successful bidder, the Earnest Money will be returned within 30 days after signing the rent agreement and submission of Demand Draft towards Security Deposit, which they will have to offer for the faithful execution of the agreement.
 - vii. The successful bidder shall pay rent in advance at the time of signing the agreement.
 - viii. The EMD may be forfeited:
 - a) If a Bidder withdraws its EOI during the period of bid validity specified by the Bidder on the EOI Document; or
 - b) In case of the successful Bidder, if the Bidder fails:
 - (i) To sign the rent agreement as prescribed by Executive Officer, J&K Haj Committee.
 - (ii) To furnish security deposit.
 - (iii) If the bidder increases quoted rates during the negotiations or at any stage.
- 18. Proposed terms of rental are enclosed.
- 19.Only the EOI proposal along with applicable EMD, submitted in separate sealed cover will be opened on the date of bid opening.
- 20.EOI submitted without EMD will be summarily rejected.
- 21.Only the bidders who are found suitable based on the EOI terms & conditions will be qualified for the Price Bid Opening. Price Bids submitted by non-qualified bidders will be returned unopened and their EMD will be refunded. Executive

- Officer, J&K Haj Committee's decision on the same will be final and binding on the bidders.
- 22. The qualified bidder who has quoted the highest monthly rent will be considered for giving the residential block on rental basis and Executive Officer, J&K Haj Committee reserves the right to negotiate with the highest qualified bidder only, for finalizing the rent agreement.
- 23.Executive Officer, J&K Haj Committee reserves the right to rent out the facilities at each location together or separately or in parts thereof.
- 24. The successful bidder (Lessee) shall sign a Rent Agreement in the form and manner prescribed by Executive Officer, J&K Haj Committee/Owner with the Owner (Lessor) before handing over the site for its use.

Site Details;

Sno.	Office Address/ Location	Details of Space & Approx. Area	Facilities Available	Nearby Places
1	Baitul Hujaj Haj House Bemina, Srinagar	Residenttial Block (Total: approx. 6000 Sqft) with Car Parking	Office Space, Common Parking, Separate Ladies & Gents Toilets,	Govt. Child Hospital, Govt. SKIMS Medical College and Hospital with Good connectivity



Residential Block

Floor-wise tentative area and proposed usage of the premises:

SNo.	Floors	Tentative area/Rooms	Proposed Usage
1	Ground floor	1 Hall 35x75 1 Office Room	Activities as permissible by Government
2	First floor	1 Hall 35x37 1 Office Room	do

PROPOSED TERMS OF RENT

- 1. Office space as detailed in Schedule in Residential Block at Haj House, Srinagar is available for rental.
- 2. Expression of Interest is invited from Govt. Departments, Govt. Institutions, Public Sector Undertakings, United Nation Agencies, Multilateral Institutions and Private Coaching Institute for taking vacant office spaces on rental basis at Residential Block at Haj House, Srinagar.
- 3. Monthly Rent is inclusive of all applicable taxes. In case of change in the rates of any taxes, duties, levies or if new taxes, duties or levies are initiated by the Central/State Government/local bodies, including enactment of any legislation by Union/State, then the same will be to the account of Lessee and shall be reimbursed by Lessee. Lessee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of any duty or tax or levy. Change in judicial interpretation and/or any clarification or amendment made by the relevant authorities shall be construed to be a change in the rate of taxes, duties, levies and/or imposition of new tax, duty or levy.

If the due amounts are not paid beyond due date for each month, Lessee shall bear interest at the MCLR plus 1% simple interest p.a. from the next day of the due date until receipt of full or all amounts owed by Lessee to Lessor. Lessor will have the right to take back the Facility in the event of payment default for more than 30 (thirty) days.

- 4. An annual appreciation of 10% in the quoted monthly rent will be applicable during the rent period.
- 5. Ownership: It is agreed that the ownership of the facility offered on rent will be with the Lessor during the entire rent period. Lessee shall not hypothecate, pledge or create any encumbrance whatsoever on the property nor shall it part with the possession of the property to any third-party during subsistence of the Rent Agreement.
- 6. Lessee/Tenant firm shall obtain necessary NOC for operating the proposed business from all authorities concerned.
- 7. The rental period shall be extendable at the option of Lessor at mutually agreeable terms.
- 8. Building and premises will be offered for rental in 'as-is-where-is' condition.
- 9. No structural changes/modifications will be permitted to the existing buildings.
- 10. Temporary/ re-locatable structures required if any by Lessee may be permissible.
- 11. Renovation of buildings shall be carried out by Lessee at their own cost after obtaining written clearance from Lessor and the buildings as renovated shall be handed over to Lessor at the end of the rent period.
- 12. The successful bidder shall use the office space only for the purpose of coaching of the bidders and not for any other purpose. No unlawful activities like betting, gambling, etc shall be allowed inside the campus. Illegal activities shall not be allowed inside the premises.
- 13. The lessor will install separate meters to provide necessary connections for the utilities like power and water. And all charges for power and water consumed on the said premises shall be paid by the Lessee.
- 14. The Office space/buildings will be handed over in 'as is where is' condition. The Lessee shall do all the minor repairs and maintenance on the premises including the exclusive road to the buildings, lawn and property appurtenant to the respective office buildings.
- 15. The Lessee shall not have any right on the usufructs from the trees in the premises. The Lessor shall pluck/tap these items through contract/auction etc.
- 16. Housekeeping, Security for building/premises proposed may be arranged by the Lessee, if required.

- 17. The Lessee will not be entitled to transfer or part with the possession in any way to anyone else without the specific permission of Lessor. Executive Officer, J&K Haj Committee reserves the right to deny such permission.
- 18. During the period of rent, any damage in whichever form it made to the property in use of the adjoining property will have to be made good by the Lessee. The decision of Executive Officer, J&K Haj Committee will be final in this regard.
- 19. The Lessee shall be bound by the rules and regulations made by Executive Officer, J&K Haj Committee for day-to-day administration and Lessee shall co-operate with Executive Officer, J&K Haj Committee to smooth running of the affairs at the premises.
- 20. Lessee shall sign a Rent Agreement with the Lessor before handing over the site for its use.

21. Security deposit

- 21.1) Within 7 days of the date of signing of rent agreement, Lessee shall submit Security Deposit equivalent to 5% of the total rent contract amount plus value of furniture items handed over by Executive Officer, J&K Haj Committee in the form of a Demand Draft from a nationalized bank drawn in favour of Executive Officer, J&K Haj Committee for his faithful execution of contract. The Security deposit should be valid until successful completion of the rent period and will be returned without interest within 45 days from the date of completion of the rent period. In case of extension of rent period, the validity of security deposit shall be suitably extended.
- 21.2) Forfeiture of Security Deposit: If the successful bidder fails to sign the rent agreement at the monthly rent finalized or execute the rent agreement/partially execute the contract or fails to comply with the terms and conditions of the rent agreement, non-payment of rent or any other dues payable to Executive Officer, J&K Haj Committee in stipulated time, the security deposit furnished will be forfeited.
- 21.3) Failure of the successful Bidder to sign the rent agreement or submission of security deposit within the timeframe shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event the lessor may make the award to the next evaluated bidder or call for new bids.
- 22) Lessee shall maintain the building and movable properties like furniture, electrical installations, equipment, etc. in good condition and shall compensate Executive Officer, J&K Haj Committee for any damages to such properties with replacement value.
- 23) All statutory rates, taxes as applicable on rent, property tax, assessments, charges, claims, shall be borne by Lessee.
- 24) Registration Charges & stamp duty as applicable will have to be paid by the successful
- 25) Termination:

Any of the following events shall constitute an event of default by the Lessee entitling the Lessor to terminate this agreement:

- i. If the successful bidder withdraws its bid after its acceptance or fails to submit the required Security Deposit and or fails to fulfill any other contractual obligations. In that event, the Executive Officer, J&K Haj Committee will have the right to award the rent to the next evaluated bidder or call for new bids. Any extra expenditure on this account shall be recoverable from the defaulter. The EMD/Security Deposit provided by the defaulter shall also be recovered to pay the balance amount of extra expenditure incurred by Executive Officer, J&K Haj Committee.
- ii. Lessee's failure to comply with the statutory and regulatory requirements. iii. Either party can terminate the contract by giving 90 days written notice to the other party if any breach in the contractual terms not rectified by the defaulting party within 30 days of receipt of non-defaulting party's notice of breach.
- iv. Non-payment: The Lessee fails to pay to the Lessor on the due date any Rent Instalments payable pursuant to the applicable Rent Agreement or any other sums due under this Agreement.

- v. Transfer of rights and obligations If the rights or obligations of the Lessee under this Agreement are transferred, encumbered, alienated and sold without prior approval in writing of the Lessor;
- vi. Prior to issuance of termination notice, the non-defaulting Party shall provide to the defaulting party period of 30 days from date of notice of breach to rectify the breach failing which the non-defaulting Party shall issue a final termination notice with 90 days period. Lessee shall pay for rent and all services provided during the notice period under this clause, if the breach is rectified resulting in provision of the services.

vii. In case of termination by Lessor on account of default by Lessee, the Lessee shall be liable to pay all outstanding dues within a period of thirty (30) days from the date of notice of termination.

26) Force Majeure:

a) Neither the Lessor nor the Lessee shall be considered in default in the performance of their obligations as per the Rent Agreement so long as such performance is prevented or delayed because of strikes, war, hostilities, revolution, civil commotion, epidemics, accidents, fire, cyclone, flood or because of any law-and-order proclamation, regulation or ordinance of Government or subdivision thereof or because of any act of God. The proof of existence of force majeure shall be provided by the party claiming it to the satisfaction of the other. b) The Lessee shall advise the Lessor initially by an email, followed by post, the beginning and end of any of the above causes of delay, failing which the Lessor shall not be liable to consider delays due to the above reasons.

27) Know your Customer Checks

The Lessee shall be in compliance with the Know Your Customer (KYC) norms as prescribed by the RBI from time to time and promptly upon the request of the Lessor supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Lessor in order for the Lessor or any prospective person to whom the Lessor's rights are proposed to be assigned or transferred to carry out and be satisfied it has complied with all necessary know your customer or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in this Agreement.

28) All correspondence relating to this EOI shall be in English, to:

Executive Officer, J&K Haj Committee, Bemina Srinagar, Jammu & Kashmir-190018

PH: (0194) 2495365 / 67 Email: jkstatehaj@gmail.com

29) Settlement of Disputes

If any dispute arises with regard to this notification of EOI, the contract shall be deemed to have been concluded at Srinagar and suits and proceedings, if any, shall be only in the courts of competent jurisdiction in J&K.

If any dispute arises in connection with the Rent Agreement between the successful bidder and J&K Haj Committee, the responsible representatives of the Parties shall attempt, in fair dealing and in good faith, to settle such dispute. Each Party can request from the other Party that on all sides a senior representative becomes involved in the negotiations. If the Parties are not able to reach an amicable settlement, each Party may initiate an arbitration proceeding. Any dispute or difference or claim arising out of or in relation to this transaction including construction, validity performance or breach thereof shall be referred to a Sole Arbitrator to be appointed by the Executive Officer, J&K Haj Committee. Arbitration proceedings shall be conducted as per the

provisions of Arbitration and Conciliation Act 1996 and any subsequent amendments thereof for time being in force. The venue of arbitration shall be the place from where the rent agreement is signed. The
language of arbitration shall be English and the award passed by the Arbitrator shall be final and binding on the parties. 30) Applicable Law: The Agreement shall be governed by and interpreted in accordance with the laws of India for the time being in force.

ACCEPTANCE FORM

(To be submitted in the letter pad of the firm indicating full name and address, telephone & fax numbers etc.)

From

To
Executive Officer,
J&K Haj Committee,
Bemina, Srinagar,
Jammu & Kashmir-190018
Email: jkstatehaj@gmail.com

Dear Sir,

I / We, hereby offer to take on rent the office space as detailed in EOI documents hereto as you may specify in the acceptance of EOI and agree to hold this offer open till 180 days after the date of bid opening prescribed by Executive Officer, J&K Haj Committee. I/We have understood the terms and conditions mentioned in the invitation for EOI and Terms of Rent furnished by you and are fully aware of the nature of the scope of work and my/our offer is to comply strictly in accordance with the requirement and the terms and conditions mentioned above.

I hereby attach duly signed and sealed copies of all the pages of this EOI document in proof of the acceptance of the terms and conditions of the EOI.

Yours faithfully, SIGNATURE OF THE BIDDER

EOI PROPOSAL FORMAT

(*To be submitted in the letter pad of the firm indicating full name and address, telephone & fax numbers etc.*)

SNo	Description	Details	
1	Name of Organization:		
	Type of Govt. Departments, Govt. Institutions, Public Sector		
	Undertakings, United Nation Agencies and Multilateral		
2	Institutions.		
3	Address:		
4	Contact Details:		
	a) Name & Designation of the Authorized Signatory (enclose		
	valid Authorization)		
	b) Telephone No. c) Mobile No. d) Fax No.: e) E-mail id:		
5	PAN (enclose copy)		
6	GST (enclose copy)		
7	Activities of the Organization:		
	Financials/Turnover for the last 3 years (enclose Copy of		
	Audited Balance Sheet and Profit & Loss Account for the last		
8	three financial years).		
9	EMD Payment details: (DD no: Bank, Date)		
10	Other Information or remarks, if any		
11	Enclosed Acceptance Form		

Place:

Signature:

Date:

Name & Seal of the Authorized Signatory

Note: After assessing the suitability of the bidders based on the EOI submitted above, only the Price Bids of the qualified parties will be opened. Price Bids of the non-qualified parties will be returned unopened.

PRICE BID

FORMAT FOR QUOTING

(To be submitted in the letter pad of the firm indicating full name and address, telephone & fax numbers etc.)

Sub:	Rental of vacant office space on fixed term basis in Residential Block.				
Sno.	Location & Address	Total Area (Sqm)	Monthly Rent /Sqm(in Rs)		
1	Residential Block of Haj House, Bemina, Srinagar				
a)	Ground Floor				
b)	1st Floor				
c)	2nd Floor				
d)	3rd Floor				
e)	4thFloor				
Total Monthly Rent					
GST @18 %					
Total Monthly Rent (including GST)					

We hereby submit our Expression of Interest for taking the Residential Block on rental basis at the monthly rent quoted by me as above for a period of six months (from November to April). An annual appreciation of 10% in the quoted monthly rent will be applicable during the rent period.

Authorized Signatory

Seal of the Organization