

TELANGANA STATE TOURISM DEVELOPMENT CORPORATION LIMITED.
TOURISM HOUSE, NO.3-5-891, HIMAYATH NAGAR, HYDERABAD - 29.

TENDER FORM FOR OPERATING

ON LICENSE BASIS ON "AS IS WHERE IS BASIS" (Without Equipment & Furniture)

FINANCE BID

For further details please visit our website <http://tourism.telangana.gov.in/>

Sd/-

MANAGING DIRECTOR

Signature : _____

Estate Officer / AMC

TSTDC Ltd, "Tourism House"

Himayathnagar, Hyderabad

Date: _____

Place: Hyderabad

To
The Estate Officer / AMC,
T.S.T.D.C. Ltd.,
Hyderabad.

Sir,

Sub:- Submission of Financial Bid for operating _____
_____ on License basis on “As is where is
basis”(Without Equipment & Furniture). -Reg.

* * *

I hereby submit Financial Bid for award of tender by TSTDC Ltd to operate
_____ on License basis on
“As is where is basis”(Without Equipment & Furniture). I have gone through the Terms
& conditions of the tender and agree to abide by the same.

I furnish here under the details about the tender.

1	Name of the individual/Firm/Company	
2	Registration No (in case of firm/Company)	
3	Registered office Address	
4	Name of the father in case of an Individual	
5	Residential address in case of an Individual	
6	Previous experience with full details. (Enclose relevant certificates)	
7	Qualifications of the tenderer in case	

	of individual	
	a. Phone No/Cell No.	
	b. Fax No.	
	c. Email Id:	

8. **Monthly license fee:** The monthly minimum fee is fixed by TSTDCL at Rs. _____ /- (Rupees _____ only per month) The tenderer should quote the license fee over and above the minimum license fee fixed by TSTDCL.

Amount Quoted by the bidder: Rs. _____ /- (Rupees _____ only per month)

9. **The EMD amount** is fixed at Rs. _____ /- (Rupees _____ only) per each tender.

Note: If tenderer quotes less than the minimum license fee fixed by TSTDCL, his/her tender will not be accepted and the EMD amount paid will be forfeited.

10. EMD Amount: Demand Draft No/MR. No : _____

11. The license period is fixed for a tenure of Five (05) years. Minimum lock-in period is one (1) year.

I / we abide by the terms and Conditions of the tender document, and agree to the changes, if any made by TSTDCL from time to time.

Tenderer

ANNEXURE-I

Those tenderers who are qualified in the Technical Bid are entitled to participate in Financial Bid.

Finance Bid will be opened by the Tender Committee on 29.05.2017 at 3.00 PM for allotment of license for running _____.
Indicated in the tender notification, published in newspapers on 11.05.2017.

Tender forms could be obtained from AMC wing, TSTDC Ltd, Tourism House Himayatnagar Hyderabad and respective District offices on payment of Rs. 2000/- + 15% VAT and applicable Cess for each tender form on all working days between 10:30 A.M. to 5:00 PM. between 11.05.2017 to 27.05.2017.

DESCRIPTION OF THE PROPERTY

Sl. No	Name of the Property	Components	Area	Minimum upset price	EMD Amount (Rs.)
1	Wayside Amenity at Jangalapally, Hamlet of Incherla, Mulugu (M), Jayashankar bhoopalapalli Dist	Restaurant	5951.35 Sft, Survey Nos: 29/1, 30/1, Ac 2.00	Rs.11,000 /- p.m.	Rs. 22,000 /-
2	Way Side Amenities at Mallepally, Nalgonda District	Restaurant - 48 No's capacity	Ac 3.01 gts	Rs. 9,100 /- P.M	Rs. 18,200 /-

(1) CRITERIA OF SELECTION:

- a. Technical bids will be evaluated by the Tender Committee in first phase.
- b. Only the eligible bidders in technical tender will be allowed to attend the opening of Financial bids.
- c. Financial bids will be opened by the tender committee on 29.05.2017 at 3.00 p.m. in presence of eligible bidders at Corporate office, Himayathnagar, Hyderabad.

(2) MINIMUM license fee will be Rs. _____ /- (Rupees _____ only per month) the tenderer has to quote over & above the minimum license fee fixed by TSTDCL as contained in the tender form and shall indicate the base amount payable as follows:

- a. Escalation of license fee over the previous year is to be submitted in the table in Annexure - II (Work Sheet)
- b. The criteria of evaluation for selection will be by computing the overall quotation of license fee during the Five (05) years and arriving at average yearly amount.
- c. After evaluation, tender would be awarded to the highest tenderer.

(3) Submission of Tender forms:

- a. Completed tender form with all enclosures should be submitted to Estate Officer /AMC, TSTDC Ltd., Himayathnagar, Hyderabad-500029 on or before 5:00 P.M. on 27.05.2017.
- b. Each tender shall be accompanied by a demand draft for Rs. _____/- (Rupees _____ only) towards EMD drawn in favour of TSTDCL payable at Hyderabad.
- c. EMD amount does not carry any interest.
- d. Incomplete Finance Bids not accompanied by Demand Draft, as having paid the E.M.D. will not be entertained and they would be summarily rejected.
- e. No Cash, Cheques or postal orders will be accepted towards payment of E.M.D.

(4) Opening of finance Bid.

Financial Bids will be opened at 3.00 P.M. on 29.05.2017 at Tourism House, Himayathnagar, Hyderabad in presence of all eligible tenderers or their authorized representatives who carry authorization letter and identification from the eligible tenderer. If for any reason either the tenderer or his representative is not present, even then tenders would be opened at the specified place and time.

(5) Validity of tenders

The tender is valid for a period of 90 days from the date of submission of sealed tender form.

(6) Security Deposit

- a) Security deposit Six (6) months of quoted rent has to be paid within 15 days from the date of awarding of tender and before executing the license agreement.
- b) 6 Months of running License Fee has to be maintained always as Security Deposit throughout the License Period by paying the difference of enhanced license fee amount every year at the time of enhancement.

(7) Successful tenderer shall enter into License Agreement duly fulfilling all the formalities of the tender within one month from the date of award of tender.

- a) If the successful tenderer fails to enter into License agreement within the stipulated period, the EMD amount would be forfeited.
- b) The successful tenderer should commence commercial operations within one month from the date of execution of the license agreement.
- c) License fee is payable from the date of execution of the license agreement.

(8) TSTDCL reserves the right to:

- a) Verify any or all information submitted by the tenderer.
- b) The information provided by the tenderer in the tender form or any information provided by the tenderer in response to any subsequent query by TSTDCL, if found to be incorrect or is a misrepresentation of facts, then the tender will be liable for rejection. Mere clerical errors or bona-fide mistakes may be treated as an exception at the sole discretion of TSTDCL.

- c) TSTDCL reserves the right to cancel/postpone the tenders at any time without assigning any reasons whatsoever.

(9) Principles of license agreement:

- a) License period is for Five (05) years from the date of signing of the agreement.
- b) License agreement should be registered with the local sub-registrar as per the provisions of Stamps and Registration Act within three months of signing the Agreement. Failing which security deposit shall be forfeited.
- c) Lock in period is for 1 year.
- d) The license comes into operation from the date of entering into license agreement by the successful tenderer.

(10) Security Deposit:

- a) The E.M.D. amount would be adjusted towards security deposit in case of successful tenderer.
- b) The successful tenderer herein after called 'licensee' shall deposit an amount equivalent to six (6) months license fee as security deposit, which will remain with the TSTDCL, during license period of Five (05) years for satisfactory performance of the contractual obligations and such amount does not carry any interest.
- c) Security deposit will not be refunded to the licensee, if the license agreement is terminated by TSTDCL or the licensee under the terms of the agreement before completion of lock in period.
- d) TSTDCL reserves the right to deduct from the security deposit any amount due to statutory authorities and license fee due to TSTDCL.
- e) If any violations of tender conditions are committed by the tenderer the security deposit will be forfeited.

(11) License Fee

- a) The license fee should be paid in advance on or before 10th of every month failing which a penal interest of 24% per annum would be levied on the amount due.
- b) Apart from the license fee the licensee has to arrange the water supply at his own cost and pay the water, electricity charges, Municipal tax, property tax, insurance premium and all other statutory payments and taxes etc.
- c) All the Labour laws should be honoured in letter and spirit. Statutory payments like ESI, PF, etc should be paid punctually. In case of violations tenderer will be held liable.
- d) Sales/Commercial tax/Service tax and other local/central taxes whatsoever shall have to be paid by the licensee only.
- e) Minimum standards have to be maintained for operating Property like quality of interiors, ambience of the place, furniture etc.
- f) It is the responsibility of the licensee to get all the licenses, permissions and approvals for running the property.
- g) The Licensee shall obtain necessary licenses from the concerned authorities and shall have to adhere to various provisions contained in Employee's Provident Fund Scheme 1952 and other labour enactments such as Minimum wages Act, ESI Act, etc.
- h) TSTDCL Ltd shall not supply any furniture, fixtures, material and any equipment to the licensee. All the required material and equipment are to be procured by the licensee for the business and it is the sole responsibility of the licensee to safe guard the material/equipment, while operating the unit with the required material & without shortage.
- i) The staff carrying out the business at the licensed property should be invariably in uniform as per the standards fixed by the Corporation.
- j) The licensee shall carry out any repairs & renovations at his own cost with prior approval of TSTDCL. TSTDCL shall not take any responsibility for such repairs, since the proposed property is leased out on as is where is condition basis without equipment and furniture in respect of immovable properties.

- k) TSTDCL shall not entertain any claim of the licensee for re-imbusement of expenditure incurred in procuring fixtures, fittings, utensils and equipments and carrying out repairs of equipment including air-conditioners, bore well, electrical, plumbing etc & renovations made by the licensee.
- l) The licensee should ensure that he gets the property, equipment and manpower insured from time to time.

(12) Termination of license:

- a. License agreement cannot be terminated by licensee during lock-in period of one year from the date of entering into agreement.
- b. In case, the licensee decides to terminate the license agreement during lock-in period, the licensee has to pay the license fee for the remaining of the lock in period besides.
- c. The license agreement is terminable without assigning any reason by either party by issuing of three months notice after the lock in period is completed.

(13) Termination of license agreement by TSTDCL:

- a) If the licensee carries out any other business other than specified in the licensor's premises.
- b) Default in payment of license rent continuously for 3 months.
- c) Violation of any terms & conditions of license agreement.
- d) Licensor reserves the right to recover from licensee any dues accrued during the course of License period by invoking Revenue Recovery Act.

(14) Jurisdiction:

Any dispute arises between licensor and licensee, the Courts at Hyderabad alone shall have jurisdiction to try and or entertain any proceedings, suits, complaints or any other matter arising.

(15) Financial Bid Opening:: At the specified date and time, the Finance Bids of all the technically qualified bidders will be opened by the Tender Committee and the result will be informed to all the qualified bidders.

(16) Evaluation and Comparison of Price Bids.

- a. The Tender Committee will evaluate and compare the price bids of all the qualified Tenderers.
- b. Selection of Tenderer among the highest & equally quoted tenderers will be in the following orders.
- c. The tenderer whose annual turnover is more will be preferred.

(17) Process to be Confidential.

- a. Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced by the tender accepting authority. Any effort by a Tenderer to influence the processing of Tenders or award decisions may result in the rejection of his Tender.
- b. No Tenderer shall contact the Tender Committee or any authority concerned with finalization of tenders on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Tender Committee, it should be done in writing.

(18) Award of Contract (Award Criteria)

- a. The Tender Committee will award the contract on approval of the tender by competent authority.
- b. The tender accepting authority reserves the right to accept or reject any Tender or all tenders and to cancel the Tendering process, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the reasons for such action.

(19) Notification of Award and Signing of Agreement:-

- a) The Tenderer whose Tender has been accepted will be notified of the award of the License prior to expiration of the Tender validity period by registered letter. This letter (hereinafter and in the Conditions of Contract called "Letter of Acceptance") will indicate the sum that the tenderer quoted for the finance bid to operate the property on license basis.
- b) When a tender is to be accepted the concerned tenderer shall attend the office of the Estate Officer /AMC on the date fixed in the Letter of acceptance. Upon intimation being given by the Estate Officer /AMC, of acceptance of his tender, the Tenderers shall make payment of the E.M.D., and additional security deposit by way of Demand Draft.
- c) The successful tenderer has to sign an agreement within a period of 15 days from the date of receipt of communication of acceptance of his tender. On failure to do so his tender will be cancelled duly forfeiting the E.M.D., paid by him without issuing any further notice and action will be initiated for black listing the tenderer.

(20) Corrupt or Fraudulent Practices

- a. The Corporation requires that the bidders, observe the highest standard of ethics during the execution of license.
- b. define for the purposes of the provision, the terms set forth below as follows:
- c. "Corrupt Practices" means the offering, giving, receiving or soliciting of anything of value to influence the action of a Corporation/ Government official in selection of eligible bidder and/or highest bidder.
- d. "Fraudulent Practice" means a misrepresentation of facts in order to influence for executing the contract to the detriment of the Corporation/Government and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish in Tender prices at artificial non-competitive levels and to deprive the other bidders benefits of free and open competition.
- e. Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the tender in question.

- f. Will blacklist / or debar a firm, either indefinitely or for a stated period of time, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the tender agreement.

(21) Rights of the Corporation

- a) The management of the Corporation reserves the right to reject any or all of the tenders, without assigning any reason whatsoever.
- b) In the event of any dispute regarding any of the tender conditions, the decision of the management shall be final.

Sd/-

Estate Officer /AMC

ANNEXURE -II
WORK SHEET

1. Name & Address of the Tenderer: _____

2. License fee quoted by the tenderer: _____

Year	License fee Offered per month	% increase (Min 5 % increase every year over the previous year's monthly rent)	License fee per month including % increased	Total Fee for subsequent years
1				
2				
3				
4				
5				

I / we agree to pay the above-mentioned license fee on time as indicated above and implement all the terms and conditions in letter and spirit.

Yours faithfully,

Tenderer