

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

TENDERFORM FOR OPERATING

DECK AND PARTY AREA AT DURGAM CHERUVU ECO TOURISM,  
HYDERABAD

ON LEASE BASIS ON "AS IS WHERE IS BASIS"

# FINANCE BID

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

Sd/-

MANAGING DIRECTOR

Signature : \_\_\_\_\_

Assistant General Manager (P&AMC)

TSTDC Ltd, "Tourism House"

Himayathnagar, Hyderabad

Date: \_\_\_\_\_

Place: Hyderabad

To  
The Assistant General Manager (P&AMC),  
T.S.T.D.C. Ltd.,  
Hyderabad.

Sir,

**Sub:- Submission of tender form to operate and run Deck and Party area at  
“DURGAM CHERUVU ECO TOURISM” on Lease basis on “As is  
where is basis”.-Reg.**

\* \* \*

I hereby submit tender form for award of tender by TSTDC Ltd to operate or run **Deck and party area** at **“DURGAM CHERUVU ECO TOURISM”** on Lease basis on “As is where is basis”. I have gone through the Terms & conditions of the tender and agree to abide by the same.

1. I furnish here under the details about the tender.

2. Name of the Firm/Company : \_\_\_\_\_

3. Registration No (in case of firm): \_\_\_\_\_

4. CIN No. (in case of company): \_\_\_\_\_

Registered office Address : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

5. Previous experience with full details.

(Enclose relevant certificates) : \_\_\_\_\_

6. Phone No/Cell No. : \_\_\_\_\_

7. Whatsapp No. : \_\_\_\_\_

8. Email Id: : \_\_\_\_\_

9. **Monthly Lease amount:** The monthly minimum fee is fixed by TSTDC at Rs. 12,39,100.00 (Rupees Twelve Lakhs Thirty Nine Thousand One Hundred only) plus GST @18%. plus minimum Sales commission of Rs.90,000/- or 2% share on gross turnover whichever is higher

.

The tenderer should quote the Lease amount over and above the minimum Lease amount fixed by TSTDCL.

**Amount quoted by the bidder : Rs. \_\_\_\_\_ p.m. /- + GST@18% (Rupees : \_\_\_\_\_ )**

10. **The EMD amount** is fixed at two (2) months of the minimum rent p.m. i.e. Rs. 12,39,100.00X 2 = Rs. 24,78,200.00- (Rupees Twenty Four Lakhs Seventy Eight Thousand Two Hundred only) for each tender.
11. Note: If tenderer quotes less than the minimum Lease amount fixed by TSTDCL, his/her tender will not be accepted and the EMD amount paid will be forfeited.
12. The Lease period is fixed for a tenure of Ten (10) years. Minimum lock-in period is one (1) year.
13. Minimum upset lease amount is Rs. 12,39,100.00 + GST @ 18% plus minimum Sales commission of Rs.90,000/- or 2% share on gross turnover whichever is higher .
14. EMD Amount: Demand Draft No/MR. No \_\_\_\_\_  
I / we abide by the terms and Conditions specified in the annexure to the tender form, 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.

Terms and Conditions of the Finance Bid to be opened by the Tender Committee on 5<sup>th</sup> July 2018 at 4:00 PM for allotment of Lease for running Deck and Party area at **“DURGAM CHERUVU ECO TOURISM”** in the tender notification, published in newspapers on 20.06.2018.

Tender forms can be purchased from P&AMC wing, TSTDC Ltd, Tourism House Himayatnagar Hyderabad on payment of Rs. 2,000/- + 18% GST for each tender form on all working days between 10:30 A.M. to 4:30 PM.

### **DESCRIPTION OF THE PROPERTY: “DURGAM CHERUVU ECO TOURISM” Deck and party area.**

S. No.	Name of Property	Components	Area Sq. Yds	Minimum Upset Price per month (Rs.)	EMD Amount (Rs.)
1	Durgam Cheruvu Eco Tourism Deck and Party area	1.Amphitheatre area 2.Kitchen and Party area 3.Tents (Deck) Area 4.Canteen Area  Total	2526.42 3641.74 2454.11 3769.00 12,391.27	12,39,100.00 (Lease Amount) + GST @ 18% plus minimum Sales commission of Rs.90,000/- or 2% share on gross turnover whichever is higher .	2 months lease amount Minimum: 24,78,200.00

#### **(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 5<sup>th</sup> July 2018 at 4.00 p.m. in presence of eligible bidders.**

(2) MINIMUM Lease amount will be Rs. 12,39,100.00 p.m., tenderer has to quote over & above the minimum Lease amount fixed by TSTDCL as contained in the tender form and shall indicate the base amount payable as follows:

- a. Escalation of Lease amount 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 Lease amount during the Ten (10) 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 AGM (P&AMC), TSTDCL Ltd., Himayathnagar, Hyderabad-29 on or before 5:00 P.M. on 4<sup>th</sup> July 2018.
- b. Each tender should be enclosed by a demand draft for **EMD amount** two months of the minimum rent p.m. i.e. Rs. 12,39,100.00X 2 = Rs. 24,78,200.00- (Rupees Twenty Four Lakhs Seventy Eight Thousand Two Hundred only) for each tender.
- c. EMD amount does not carry any interest.
- d. Incomplete Finance Bids not accompanied by EMD Demand Draft 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 4.00 P.M. on 5<sup>th</sup> July 2018 i.e. same day day of the opening of Technical Bid 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**

Security deposit should be six (6) months of the monthly lease amount to be paid within 15 days from the award of tender and before executing the Lease agreement.

**(7) Successful tenderer shall enter into Lease 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 Lease agreement within the stipulated period, the EMD amount would be forfeited.
- b) The successful tenderer should initiate action to commence commercial operations within six month from the date of execution of the Lease agreement.
- c) Lease amount is payable from the date of execution of the lease agreement.
- d) Lease Agreement should be registered by the Lessee with the relevant authority within three (3) months of signing of Agreement. Failure to do so might result in penalties which only the Lessee shall be liable to pay.

**(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 lease agreement:**

- a) Period of Lease to operate the above mentioned property is Ten (10) years. Lock-in period is one (1) year with right of first refusal for another 5 years on tender or mutually agreeable terms and conditions.

- b) The Lease comes into operation from the date of entering into Lease agreement by the successful tenderer.
- c) The successful bidder after entering into agreement with TSTDCL can join sublease or permit outlet of any national/international brand /flavor /franchise for operation of Food Courts in **“DURGAM CHERUVU ECO TOURISM” Deck and party area** to promote Tourism in the area.
- d) The proposed lease premises is Eco Tourism area, therefore permanent construction are not allowed. Only temporary installations are allowed.

## **10. 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 tender is awarded. If the Tenderer wishes to bring additional information to the notice of the Tender Committee, it should do so in writing.
- c. Before recommending / accepting the tender, the tender recommending /accepting authority shall verify the correctness of certificates submitted to meet the eligibility criteria and specifically experience.

### **(11) Security Deposit:**

- a) The E.M.D. amount would be adjusted towards security deposit in the case of successful tenderer.
- b) The successful tenderer herein should deposit six (6) months of the monthly lease amount which will remain with the TSTDCL, during Lease period of ten (10) 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 Lessee, if the Lease agreement is terminated by TSTDCL or the Lessee 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 Lease amount due to TSTDCL.
- e) If any violations of tender conditions are committed by the tenderer the security deposit will be forfeited.

**(12) Lease amount**

- a) The Lease amount should be paid in advance on or before 10<sup>th</sup> of every month failing which a penal interest of 18% per annum would be levied on the amount due.
- b) Apart from the Lease amount the Lessee has to pay water, electricity charges, Municipal tax, property tax, insurance premium, GST and all other statutory payments etc.
- c) All the Labour laws should be honoured. 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 /GST, whatsoever shall have to be paid by the Lessee 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 Lessee to get all the Licenses, permissions and approvals for running the property.
- g) The Lessee 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) The successful bidder after entering into agreement with TSTDC can sub lease, join or permit outlet of any national/international brand /flavor /franchise to promote Tourism in the area.
- i) TSTDC Ltd shall not supply any furniture, fixtures, material and any equipment to the Lessee. All the required material and equipment are to be procured by the Lessee for the business and it is the sole responsibility of the Lessee to safe guard the material/equipment, while operating the unit with the required material & without shortage.
- j) The staff carrying out the business at the Leased property should be invariably in uniform as per the standards fixed by the Corporation.



- k) The Lessee 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 in respect of immovable properties.
- l) TSTDCL shall not entertain any claim of the Lessee for reimbursement of expenditure incurred in procuring fixtures, fittings, utensils and equipments and carrying out repairs & renovations made by the Lessee.
- m) The Lessee should ensure that he gets the property insured from time to time.

**(13) Termination of Lease:**

- a. Lease agreement cannot be terminated by Lessee during lock-in period of one year from the date of entering into agreement.
- b. In case, the Lessee decides to terminate the Lease agreement during lock-in period, the Lessee has to pay the Lease amount for the remaining months of the lock in period.
- c. The Lease agreement is terminable by issue of Three (3) month notice on either side after the lock in period is completed.
- d. Lessor can terminate the lease agreement if the Lessee carries out any other business other than specified in the lessor's premises, default in payment of lease amounts, violation of any terms and conditions of lease agreement, default in payment of Lease rent continuously for 3 months.
- e. Violation of any terms & conditions of Lease agreement.
- f. Lessor reserves the right to recover from Lessee any dues accrued during the course of Lease period by invoking Revenue Recovery Act.

**(14) Jurisdiction:**

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

**(15) Price Bid Opening::** At the specified date and time, the price 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) 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.

**(18) Notification of Award and Signing of Agreement:-**

- a) The Tenderer whose Tender has been accepted will be notified of the award of the Lease 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 Lease basis.
- b) When a tender is to be accepted the concerned tenderer shall attend the office of the AGM (P&AMC) on the date fixed in the Letter of acceptance. Upon intimation being given by the AGM (P&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 30 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.

**(19) Corrupt or Fraudulent Practices**

- a. The Corporation require that the bidders, observe the highest standard of ethics during the execution of Lease.
- 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 any thing 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 a the tender agreement.

**(20) 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/-**

**Asst. General Manager (P&AMC)**

**ANNEXURE -II  
WORK SHEET**

1. Name & Address of the Tenderer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Lease amount quoted by the tenderer: \_\_\_\_\_

<b>Year</b>	<b>Lease amount Offered per month ____ + 18% GST and applicable taxes</b>	<b>% increase (Min 5 % increase every year over the previous year's monthly rent)</b>	<b>Lease amount per month including % increased + 18% GST and applicable taxes.</b>	<b>Total Fee for subsequent years</b>
1		----	----	
2				
3				
4				
5				
6				
7				
8				
9				
10				

I / we agree to pay the above-mentioned Lease amount on time as indicated above.

Yours faithfully,

**Tenderer**