

TELANGANA STATE TOURISM DEVELOPMENT CORPORATION LIMITED.
(An undertaking of Government of Telangana State)
TOURISM HOUSE, NO.3-5-891, HIMAYATH NAGAR, HYDERABAD – 29.

Sub:- RUNNIG OF Ice cream Parlour at Haritha Kakatiya, Warangal on license basis
to be allotted on “as is where is basis” in respect of immovable properties.

Telangana State Tourism Corporation has proposed to call for tender to run Ice cream Parlour at Haritha Kakatiya, Warangal “On license basis on as is where is basis” in respect of immovable properties ON LICENSE BASIS.

The following are the terms and conditions for the tenderers.

Sealed tender should be deposited in the box before 5.00 p.m. on 22.06.2017 the tenders will be opened at 11.00 AM on 23.06.2017 for allotment of license for running Ice cream Parlour at Haritha Plaza Warangal on license basis as indicated in the tender notification, published in newspapers on 07.06.2017.

The details of the area and EMD amount for Ice cream Parlour is as follows:

Sl. No.	Unit Name	Full Address	Area	Minimum upset value per month	EMD Amount
1	Ice cream Parlour at Haritha Kakatiya	1-8-540, National Highway 202, Balasamudram, Hanamkonda, Warangal Telangana 506001	235 sq.yds, 2115 sft in the premises of Haritha Kakatiya Warangal on south west corner.	Rs. 10,000 /-	Rs. 20,000 /-

(1) Tender forms could be obtained from Estate Officer /AMC, TSTDC Ltd, Tourism House Himayatnagar Hyderabad or from District Office, Warangal, 1-8-540, National Highway 202, Balasamudram, Hanamkonda, Warangal District, Telangana- 506001 on payment of Rs. 2000/- + 14.5% VAT for each tender form on all working days between 07.06.2017 to 22.06.2017 during office hours 10:30 AM to 4:30 PM. Sealed Tenders should be submitted by 5.00 PM on 22.06.2017 at TSTDC’s Corporate Office 3rd Floor at Himayatnagar, Hyderabad and no tenders shall be permitted after 5.00 PM.

(2) (a) Eligibility for participation in the tender:

Participants	Min Experience	In field
Individual/Proprietorship	5 yrs	Running an ice cream parlour
Partnership firm	5 yrs	Any one partner should have 5 yrs experience in running an ice cream parlour.
Company	5 yrs	The principle business of the Company should be in Ice Cream Industry.

(b) Tenderer should attach the substantiating documents as asked for in Table given below:

Entity	Substantiating Documents required
Individuals	<ul style="list-style-type: none"> • Net worth statement (Assets minus Liabilities) & Certificates of the individual duly certified by a Chartered Accountant • Annual Turn Over should be Rupees Ten Lakhs • IT/ Returns duly filed for 3 immediate preceding years with computation details. • Bank statement for last 6 months certified by the Bank Manager as on date not less than 15 days prior to the submission of Tender form. • A copy of PAN Card. • Self attested experience certificate of 5 years in operating an Ice cream Parlour.
Partnership Firm	<ul style="list-style-type: none"> • Net worth statement (Assets minus Liabilities) & Certificates of the firm duly certified by a Chartered Accountant • Annual Turn Over should be Rupees Ten lakhs. • Property details standing in the name of the partnership firm and partners. • IT/ Returns duly filed for 3 immediate preceding years with computation details. • A copy of PAN Card. • Audited Financial Statements {Profit & Loss and Balance Sheet) of the firm for the previous three financial years. • Self attested experience certificate of 5 years in operating an Ice cream Parlour. • A copy of partnership agreement and partnership registration.
Limited company	<ul style="list-style-type: none"> • Audited Financial Statements of the Company for the previous three financial years duly certified by chartered Accountant. • Annual Turn Over should be Rupees ten lakhs • Self attested experience certificate of 5 years as a company into ice cream industry / operations. • IT/ Returns duly filed for 3 immediate preceding years with computation details. • A copy of PAN Card. • A copy of Company Registration document. • A copy of Memorandum and Articles of Association. • CIN number of the company issued by ROC.

(3) Criteria of selection:

- a) The tenderer has to quote over & above the minimum (upset) license fee fixed by TSTDCL as contained in the tender form and shall indicate the base amount payable during the first year per month with minimum 5 % increase every year on license fee over the previous year in the table given at page 2 of the tender form.
- b) The criteria of evaluation for selection will be by computing the overall quotation of license fee during the 2 years and arriving at average yearly amount.
- c) After evaluation, tender would be awarded to the highest tenderer as per the criteria mentioned at 3(b).

(4) Submission of Tender forms:

- a) Completed tender form with all enclosures should be submitted to Estate Officer /AMC, TSTDCL LTD., Himayathnagar, Hyderabad-29 on or before 5:00 P.M. on 22.06.2017. Each tender shall be accompanied by a demand draft towards EMD amount drawn in favour of TSTDCL Ltd payable at Hyderabad. If cash is paid at Corporate Office, original money receipt issued by TSTDCL shall be enclosed.
- b) Incomplete tender forms not accompanied by money receipt or D.D, as having paid the E.M.D. will not be entertained and they would be summarily rejected.
- c) No cheques or postal orders will be accepted towards payment of E.M.D.
- d) No exemptions will be entertained for the payment of EMD.
- e) Tenders will be opened at 11.00 AM on 23.06.2017 at Tourism House, Himayathnagar, Hyderabad in presence of tenderers or their authorized representatives. 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) Tender Validity:

- a) The tender is valid for a period of 6 months from the date of submission of sealed tender form.
- b) Security deposit as specified at point clause 7(d) (ii) of the tender conditions has to be paid within 15 days from the award of tender and before executing the license agreement.
- c) 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.

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

(6) 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.

(7) Principles of license agreement:

- a) License period is for 2 years from the date of signing of the agreement. Further renewal will be at the discretion of TSTDCL.
- b) Lock in period is for 6 months from the date of signing of Agreement.
- c) The license comes into operation from the date of entering into license agreement by the successful tenderer.
- d) Security Deposit:
 - (i) 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 2 years for satisfactory performance of the contractual obligations and such amount does not carry any interest.
 - (ii) The E.M.D. amount would be adjusted towards security deposit in the case of successful tenderer
 - (iii) 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.
 - (iv) TSTDCL reserves the right to deduct from the security deposit any amount due to statutory authorities and license fee due to TSTDCL.

- (v) In all the violations as mentioned at 8(d), the security deposit will be forfeited.
- e) 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.
 - f) Apart from the license fee the licensee has to pay water, electricity charges, Municipal tax, property tax, insurance premium and all other statutory payments, Minimum wages, EPF,ESI and all Labour Laws etc.
 - g) Sales tax and other local taxes whatsoever shall have to be paid by the licensee only including Service Tax.
 - h) Minimum standards have to be maintained for operating Property like quality of interiors, ambience of the place, furniture etc.
 - i) It is the responsibility of the licensee to get all the licenses, permissions and approvals for running the ice cream parlor.
 - j) The licensee shall have to register with the statutory authorities and 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.
 - k) The licensee should alone run the business and no sub- letting/transfer of business shall be permitted. If such an instance comes to the notice of TSTDC Ltd. the License agreement will be terminated with immediate effect duly forfeiting the security deposit without any notice.
 - l) TSTDC 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.
 - m) The staff carrying out the business at the licensed property should be invariably in uniform as per the standards fixed by the Corporation.
 - n) 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 in respect of immovable properties.
 - o) Successful bidder after entering into agreement with TSTDC can join or permit outlet of any national/ international / brand flavor/ franchise for operation of ice cream parlour.

- p) TSTDCL shall not entertain any claim of the licensee for re-imbusement of expenditure incurred in carrying out repairs & renovations made by them/ him.
- q) TSTDC shall not be held liable for any liabilities of tenderer arising out of their operations.

(8) Termination of license:

- a) License agreement cannot be terminated by licensee during lock-in period of Six months 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 remainder of the lock-in period besides forfeiture of security deposit as contained in clause 7 d (ii).
- c) The license agreement is terminable by issue of one month notice on either side after the lock in period is completed.
- d) Termination of license agreement by TSTDCL:
 - (i) If the licensee carries out any other business other than specified in the licensor's premises.
 - (ii) Default in payment of license rent continuously for 3 months.
 - (iii) Failing to achieve commercial operation within one month from the date of execution of the agreement
 - (iv) Violation of any terms & conditions of license agreement.
- e) Dues will be recovered from licensee by invoking Revenue Recovery Act.

(9) Jurisdiction:

Any dispute raises regarding the tender condition, the Courts at Hyderabad alone shall have jurisdiction to try and or entertain any proceedings, suits, complaints or any other matter arising out or touching the tender.

(10) List of Enclosures to be furnished (all the documents should be signed by the tenderer) along with filled in Tender form.

1. Relevant experience certificates.
2. Technical qualification certificates.
3. Documents as mentioned at point (2) table of Annexure-I.
4. D.D /cash receipt towards EMD.

5. In case the Tenderer is not present on the day of opening of Tenders a Letter of authorization may be enclosed.
6. Annexure –II (Work sheet).

Sd/-

ESTATE OFFICER / AMC

TELANGANA STATE TOURISM DEVELOPMENT CORPORATION LIMITED.

TOURISM HOUSE, NO.3-5-891, HIMAYATH NAGAR, HYDERABAD – 29.

**TENDER FORM FOR RUNNING ICE CREAM PARLOUR AT HARITHA KAKATIYA,
WARANGAL on license basis on “as is where is basis” in respect of immovable properties**

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

Sir,

Sub:- Submission of tender form for running _____

_____ Reg.

* * *

I hereby submit tender form for award of tender by TSTDC Ltd to run Ice -
Cream Parlor at Haritha Kakatiya Warangal on license basis. 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 incase
of individual:

- a) Academic : _____
- b) Technical : _____
(Experience in Ice cream industry)
- c) Phone No/Cell No. : _____
- d). Fax No. : _____
- e) Email Id : _____

8 (i). **Monthly license fee:** Minimum (Upset) license fee of Rs. 10,000/- per month is fixed by TSTDCL as per enclosure to the Tender Form or 5% share on monthly gross sales whichever is higher. The tenderer should quote the license fee over and above the minimum (upset) license fee fixed by TSTDCL and shall quote as per point 3(a) of Annexure I {Tender Terms & Conditions} in the given Table at Annexure-II.

The EMD amount is fixed as Rs. 20,000 /- (Two times of upset value).

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.

8 (ii). Financial status of the Tenderer : _____
as mentioned at Pt. 2 of Annexure -I (to be enclosed)

9. 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 -II
WORK SHEET

1. Name & Address of the Tenderer: _____

2. License fee quoted by the tenderer: Rs. _____

Year	License fee Offered per month	%increase (Min 5 % increase every year over the previous year)	License fee per month including % increased	Total Annual Fee
1		-	-	-
2				

I / we agree to pay the above-mentioned license fee on time as indicated above.

Yours faithfully,

Tenderer