

GRANT OF LICENSE FOR
LEASING OF PARTY ZONE AREA AND SHOP NO.
2 & 4 INCLUDING ITS OPERATION AND
MAINTENANCE AT NTR GARDENS

TENDER SCHEDULE

Tender Notice No:HMDA/ DEV/CE / 08 /2010-11/2nd Call, Dt: 27 - 12 -2010

NAME & ADDRESS OF AGENCY : _____



OFFICE OF THE CHIEF ENGINEER
Hyderabad Metropolitan Development Authority
‘A’ Block, Ground Floor, D.C.C., Tarnaka, Hyderabad – 07.

(This Document contains 27 Pages)

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**HYDERABAD METROPOLITAN DEVELOPMENT AUTHORITY
OFFICE OF THE CHIEF ENGINEER**

BLOCK –A, Ground Floor, HMDA, District Commercial Complex, Tarnaka, Hyderabad – 07

Tender Notice No:HMDA/ DEV/CE/08/2010-11\2nd Call, Dt:27 -12 - 2010

Sealed Tenders are invited by the undersigned from the registered Firms / Agencies, Contractors registered with Govt. of A.P with suitable experience on activities of similar nature for the following activity and Sealed Tenders will be received by the undersigned during the office hours on any working day from 12-01-2011 onwards and up to 3:00 pm on 31-01-2011. Tenders will be opened on 31-01-2011 at 4.0pm in the presence of the tenderers or their authorized representatives at that time.

Sl.No.	Name of the work / Activity	Upset Price per Annum	Amount of EMD in the shape of DD	Contract Period	Cost of Tender Schedule in the shape of DD
1	2	3	4	5	6
1	Grant of License for Leasing of Party Zone area and Shop No. 2&4 including its Operation and Maintenance at NTR Gardens	Rs. 60.00 lakhs	Rs. 3.00 lakhs	Three(3) years	Rs.1500/- (Not-refundable or Not transferable)

Note : 1. All DDs shall be paid in favour of Metropolitan Commissioner, HMDA from any Nationalized Bank.
2. Any other details can be had from the office of the Chief Engineer, HMDA A-Block , Ground Floor, Tarnaka, Hyderabad.

CONDITIONS :

1. Tenders should be in the prescribed form supplied from this office. Tender schedules can be had from this office on any working day during the office hours from 12-01-2011 to 31 -01-2011 on application in writing with the following documents:
 - a) All D.Ds in favour of Metropolitan Commissioner, HMDA towards the cost of EMD and Tender schedule as indicated in column no.4 and 6 above.
 - b) Copy of the Registration Certificate of Firm / Agency.
 - c) The Firm / Agency must produce experience certificate issued by the Govt. of A.P / Semi Govt. / Reputed Organization in similar nature of work.
 - d) Latest I.T. clearance certificate, Returns filed, sales tax, Vat Registration, Pan Card Xerox and Bank statement for the last six months.
 - e) Documents in support of Identity such as Ration Card / Driving License / Election Identity Card.
 - f) **If the Tenderer / Bidder quoted less than the Upset Price, the Tender will be summarily rejected.**

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- 2. The Tender Process will be two cover system of Bidding. Cover -1 is Eligibility Criteria and Cover – 2 is Price Bid.**
3. The applicants are required to submit two sealed covers (Cover-1 & Cover-2) in the outer envelope. First cover -1 will be opened and evaluated for the eligibility. The bidders who qualify the eligibility criteria only be considered for opening of Cover-2 i.e Price Bid.
 3. D.Ds in favour of Metropolitan Commissioner, HMDA drawn from any Nationalized Bank towards EMD to be paid along with tender schedule (to be placed in Cover-1) of the above activity as mentioned in column no.4 above. EMD paid will be refundable to the un-successful tenderers soon after the tenders are finalized.
 4. Once a Firm / Agency/Tenderer/Contractor/Lessee buy a Tender Schedule, it shall not be permitted to return the Tender Schedule.
 5. If due to any reason the office happens to be remain closed on the last date of receipt of the Tenders, Tenders will be received up to 3:00pm on the next working day and will be opened at 4.0pm on the same working day.
 6. The Agency / Firm shall invariably submit the original Demand Draft towards the EMD and all supporting documents to the Tender Inviting Authority either personally or through Courier or by Post along with Tender Schedule and the receipt of the same within the stipulated time shall be the responsibility of the Tenderer / Bidder. Department will not be taken any responsibility for any delay or non- receipt of the Tender documents.
 7. Interested Bidders / Tenderers / Lessee may visit the Location / Site and check the position of the activity before participating in tender.
 8. Grant of License is for a period of Three(3) years with 10% increase in 2nd year on the License Fee of 1st year, 10% increase in 3rd year on the License Fee of 2nd year and Grant of License period is extendable another Two(2) years at the discretion of HMDA.
 9. The entry and exit points will be decided in consultation with Lessee, but the decision of the Metropolitan Commissioner, HMDA will be final and binding.
 10. The Chief Engineer, HMDA reserves the right to reject any (or) all the tenders without assigning any reason thereof.
 11. Security Deposit payable within Seven (7) days of receipt of letter of acceptance i.e. 4 months License Fee including EMD + 1 month Advance License Fee in the shape of DD drawn in favour of Metropolitan Commissioner, HMDA from any Nationalized Bank.
 12. Additional Security Deposit (separate) after receipt of confirmation/acceptance of tender for Rs.15.00 lakhs (Rupees Fifteen Lakhs only) in the form of Bank Guarantee in favour of Metropolitan Commissioner, HMDA from any Nationalized Bank.
 13. Bidder / Lessee shall produce the business turnover in the similar nature for the last

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Three (3) financial years along with the Bid Document. And the Average business turnover should not be less than Rs.30.00 lakhs per annum in the last three financial years as per the audited financial reports.

14. The Tenders received will be decided within a period of **120 days** from the last date prescribed for the receipt of the tender and decision regarding acceptance of tender will be intimated within the said period.
15. Any other details can be had from the office of the Chief Engineer, HMDA, A-Block, Ground Floor, D.C.C., Tarnaka, Hyderabad.

STATEMENT

Sl. No.	Particulars	Leasing of Party Zone area and Shop No. 2 &4 including its Operation and Maintenance at NTR Gardens
1	Location : NTR Garden (As is where is basis)	Tenderer has to visit the site for the above said activity before participating the tender.
2	Upset Price	Rs.60,00,000/- per annum (or) Rs.5,00,000/- per month
3	EMD to be submitted along with the Tender form in Cover 1	Rs.3,00,000/- in the shape of Demand Draft drawn from any Nationalized Bank in favour of Metropolitan Commissioner, HMDA.
4	a) Security Deposit (payable within a week from the receipt of confirmation of tender)	4 months license fee including EMD + 1 month advance License fee in the shape of Demand Draft drawn in any Nationalized Bank in favour of Metropolitan Commissioner, HMDA.
	b)Additional Security Deposit (separate) after receipt of confirmation of tender.	Rs.15.00 lakhs (Rupees Fifteen Lakhs only) in the form of Bank Guarantee in favour of Metropolitan Commissioner, HMDA from any Nationalized Bank.
6	Lease Period	Three (3) years
7	Timings	As fixed by HMDA from time to time

- ❖ Interested Tenderers may visit the location / shops and check the position of site at NTR Garden before participating in Tender. If they have doubts they can discuss

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about the sites and facilities with Assistant Estate Officer and Deputy Executive Engineer concerned

- ❖ The Lease is for a period of Three (3) years, with 10% increase in 2nd year on the Lease amount of 1st year and 10% increase in 3rd year on the Lease amount of 2nd year and Lease period is extendable to another two (2) years at the discretion of HMDA.
- ❖ The Entry and Exit points will be decided in consultation with Lessee but the decision of the Metropolitan Commissioner, HMDA will be final and binding.
- ❖ **Leasing of Party Zone area and Shop No. 2 & 4 including its Operation and Maintenance at NTR Gardens will be granted on “as is where is basis” to the successful Lessee.**
- ❖ After the expiry of the Leasing Period, the Lessee shall handover back to HMDA in good condition. The cost of damages if any shall be recovered from Security Deposit.
- ❖ Cost of all consumable items shall be borne by the Lessee.
- ❖ The successful tenderer should furnish post dated cheques for the monthly License fee payable during the License period i.e., 11 cheques (excluding the 1st monthly advance License fee to be paid along with Security Deposit) with the dates mentioning 5th of every month. These cheques will be presented to the banks each month towards the monthly License fee payable for the respective months. Soon after completion of 1st year, the Lessee should furnish post dated cheques for the monthly License Fee payable during the License period i.e. 12 cheques every year up to three (3) years license period. The Lessee shall always keep sufficient amount in his bank account during the 3 years license period. If any cheque, presented happens to be dishonored by the bank, necessary criminal action will be initiated against the Lessee as per law besides cancellation of the agreement duly forfeiting the “Security Deposit”.
- ❖ If the Lessee intends to withdrawn from the activity before the contract period of 3 years, the Lessee shall invariably issue four (4) months prior notice for Withdrawal of license. However, on account of premature closure of contract of 3 years license period, the Security Deposit amount equivalent of 4 months license fee shall be forfeited and the Lessee will be required to pay the license fee till the last date of activity. The Lessee shall not have any right in future to claim or seek refund of Security Deposit forfeited.



**HYDERABAD METROPOLITAN DEVELOPMENT AUTHORITY
OFFICE OF THE CHIEF ENGINEER**

BLOCK -A, Ground Floor, HMDA District Commercial Complex, Tarnaka, Hyderabad – 07

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Name of Activity :- Leasing of Party Zone Area and Shop No. 2 & 4 including its Operation and Maintenance at NTR Gardens.

(A) TENDER DETAILS

Sealed Tenders will be received by the Chief Engineer, HMDA, A-Block, Ground Floor, District Commercial Complex, Tarnaka, Hyderabad – 500 007 from Tenderers possessing experience in similar nature of work / activity on or before 31-01-2011 upto **3.00 PM** on any working day during office hours for the work / activity of Grant of License for Leasing of Party Zone Area and Shop No. 2 & 4 including its Operation and Maintenance at NTR Gardens. Bidder shall produce the business turnover in the similar nature for the last Three (3) financial years along with the Bid document and the business turnover not less than Rs.30.00 lakhs per annum in the last three financial years.

Tender schedules, terms and conditions can be had from office of the Chief Engineer, HMDA during office hours from 12-01-2011 onwards and Tenders will be opened by the Chief Engineer, HMDA or any officer authorized by him on 31-01-2011 at 4.0 PM in his office in the presence of the Tenderers / Bidders or their authorized agents who are present at the time of opening of sealed tenders. The Tenderer / Bidder shall authorize his / her agent in the prescribed form supplied by HMDA.

The Tenderers / Bidders or their agents are expected to be present at the time of opening of the sealed Tenders. The Tender receiving officer will open each Tender and prepare a statement of the attested and unattested correction in the presence of Tenderers. The absentee Tenderer shall accept the statement of the corrections without any question whatsoever.

Tender schedules are not transferable.

(B) Payment of EMD

Each Tenderer / Bidder must pay at the time of submission of tender in (Cover 1) towards EMD Rs.3,00,000/- (Rupees Three Lakhs only) drawn in favour of the Metropolitan Commissioner, HMDA from any Nationalized Bank in the shape of crossed Demand Draft to be valid for 6 months. EMD shall not bear any interest.

Tenders not accompanied by the Demand Drafts/ Banker's Cheques in original towards the requisite EMD, in complete filled in Tender forms and unsigned declaration cum undertaking will be rejected. Tenders with any pre-condition or additional conditions other than the conditions prescribed and supplied by the HMDA will be summarily rejected at the time of 'opening of tenders'.

EMD is not exempted to any society / voluntary / organizations / institutions / Communities, etc. Tender will be rejected in case of Earnest Money Deposit (EMD) paid by the Tenderer / Bidder is less than what stipulated in the tender notification / schedule and the EMD paid through other means i.e. in a manner other than stipulated in terms and conditions.

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(C) Enter into Agreement

When the Tender is under consideration, the Tenderer / Bidder shall attend the HMDA office on the date intimated to him / her by the concerned officer, HMDA. On acceptance of his / her tender, the Tenderer / Bidder shall make payment of Security Deposit and enter into agreement along with required documents for due fulfillment of Grant of License for **Leasing of Party Zone Area and Shop No. 2 & 4 including its Operation and Maintenance at NTR Gardens**. Failure to enter into the agreement within the stipulated time shall entail forfeiture of EMD. The successful Tenderer / Bidder will bear and pay any charges payable for the agreement to be executed with HMDA for the grant for lease out.

The Tenderer / Lessee shall deposit Additional Security Deposit in the form of Bank Guarantee for Rs.15.00 lakhs (Rupees Fifteen Lakhs only) in favour of Metropolitan Commissioner, HMDA after confirmation / acceptance of Tender.

(D) Validity of Tenders

- 1) The Tenders received will be decided within a period of 120 days from the last date prescribed for the receipt of the tender and decision regarding acceptance of tender will be intimated within the said period.
- 2) During the above mentioned period no plea by the Tenderer / Bidder for any sort of modification of the tender based up on or arising of any alleged misunderstanding of mistake or any other reason will be entertained.
- 3) When the tender is under consideration, the EMD paid by the tenderer will be forfeited to HMDA in the event of such tenderer either modifying OR withdrawing his / her interest within the said validity period.

(E) Refund of EMD to Un-Successful Tenderers / Bidders

- a) The EMD will be refunded to the un-successful Tenderers on application after expiry of the period of validity of tender or the entrustment of the work to the successful Tenderer which ever is earlier. However, EMD of the Tenderers other than 1st, 2nd and 3rd highest Bidder / Tenderer will be refunded at the discretion of HMDA before the expiry of the validity period of tender at any time. The EMD will not carry any interest.
- b) Even if the tender is kept valid beyond the validity period of 120 days with the consent of Tenderer, no interest on EMD will be paid.

(F) OTHER TERMS AND CONDITIONS

Tenders are called herewith for **Leasing of Party Zone Area and Shop No. 2 & 4 including its Operation and Maintenance at NTR Gardens** with the following terms and conditions.

- 1) The Tenderer should inspect the site at NTR Garden before submitting the tender.

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- 2) Tenderer shall take all other permissions from other Govt. Agencies and local bodies etc to run the business.
- 3) The Lessee / Tenderer shall maintain the premises neat and clean.
- 4) **Maximum rent to be charged by Lessee shall be Rs.35,000/- only. However, he may be at liberty to charge less depend upon the circumstances.**
- 5) The Lessee / Tenderer shall collect the debris daily and transport it to the MCH bin. Tenderer shall also keep the premises / surroundings free from plastics and debris. Tenderer shall get separate power connection from A.P. Transco and also pay the power charges.
- 6) The Lessee / Tenderer shall submit Demand Draft of Rs.3,00,000/-in favour of the Metropolitan Commissioner, HMDA towards EMD along with Tender form (Cover 1) in the office of the Chief Engineer, HMDA, A-Block, Ground Floor, District Commercial Complex, Tarnaka, Hyderabad-500 007 on before
- 7) Security Deposit payable within Seven (7) days of receipt of letter of acceptance i.e. 4 months License Fee including EMD + 1 month Advance License Fee in the shape of DD drawn in favour of Metropolitan Commissioner, HMDA from any Nationalized Bank.
- 8) In case, the successful Tenderer does not pay 4 months license fee including EMD + 1 month advance License fee in the shape of Demand Draft drawn from any Nationalized Bank in favour of Metropolitan Commissioner, HMDA as Security Deposit within Seven(7) days from the date of receipt of letter of acceptance, EMD paid will be forfeited.
- 9) The Activity period is for three (3) years with 10% increase in 2nd year on the Lease amount of 1st year and 10% increase in 3rd year on the Lease amount of 2nd year from the date of taking over the possession of the premises or the date of agreement which ever is earlier. The HMDA reserves the right to undertake development activities within the Party Zone. The Lease period is maximum extendable for two (2) more years at the discretion of HMDA.
- 10) The Tenderer should not sub-let the premises other than for Parties / Functions. The premises shall not be let out for rave parties.
- 11) The Tenderer should not use the premises for other than the purposes mentioned above.
- 12) The Lessee shall not construct any permanent structures. However, Lessee should obtain permission from HMDA to erect any type of Temporary arrangements, etc

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in addition to the existing Shop No.2 & 4 at NTR Garden as per the interim orders of Hon'ble Supreme Court of India prohibiting any structures of permanent nature in, on or around Hussain Sagar Lake.

- 13) No damage to the premises and structure should be made and in case of any damage, the valuation shall be made and will be recovered from Security Deposit.
- 14) The Lessee shall take safety measures to prevent from accidents and cause of death of visitors. Lessee shall take measure to prevent any electrocution within the premises. The Lessee shall insure the site at NTR Garden for Fire accidents, Terrorist activities, Earthquake, Floods, etc., as a safety precaution during Lease period.
- 15) The Lessee shall be solely held responsible for any injury / accident / death of a visitors / work men and Lessee shall pay Hospital charges and pay compensation as ordered by competent authority. The Lessee has to execute an indemnity bond to this effect on the Non-Judicial stamp paper worth of Rs.20/-. The Lessee will be held vicariously liable for all such untoward incidents.
- 16) The Lessee shall pay monthly Lease amount in the form of post dated cheques dated 10th of corresponding month in advance failing which 13.5% penal interest shall be charged on the default amount for the whole month. In case Lessee does not clear the dues in the following month, the Lease is liable to cancellation without issuing any notice.
Note : - Penal interest shall be stipulated at 13.50% per annum.
- 17) In case, the Lessee would like to withdraw from the site, Lessee shall clear all dues and give advance notice of two months. In case of floods, natural calamities the Lessee has to bear the business loss and HMDA will not give any exemption or reduce the Lease amount.
- 18) In case of violation of any conditions, the HMDA reserves the right to cancel the Lease after giving a notice of one month to that effect.
- 19) HMDA reserves the right to cancel any or all tenders without assigning any reason including the offer given by the highest Tenderer.
- 20) The last date for submission of sealed tender form along with EMD is 31-01-2011
- 21) The Lessee shall bear the Power Bills (Electricity Charges), House Keeping and Security Personnel wages and Maintenance of lawns, Water Fountains / Water Falls are also the responsibility of Lessee with their own cost during the contract period.
- 22) The Lessee shall maintain water fall cascade.

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- 23) 50% discount on hire charges facility to be extended to HMDA employees on the approval of Metropolitan Commissioner, HMDA for the entire period of license.
- 24) The ambience of the Garden should not be spoiled.
- 25) It shall be the responsibility of the Lessee to strictly follow all laws, rules and regulations and other conditions concerning the activity. It shall also be the responsibility of the Lessee to obtain necessary permissions, sanctions, approvals etc., from the concerned authorities to carry on the activity under this license. All the taxes, cess, rates, fee of whatever nature as may be levied by the concerned local and other authorities shall be payable by the Lessee.
- 26) Visitors of the Party Zone shall use the existing parking facility and pay the parking fee to the Parking Contractor.
- 27) Toilets and Kitchen shall be maintained by Lessee.
- 28) HMDA shall not be responsible for blasts (or) liable for any loss to the Lessee due to any earth quake (or) terrorist activities (or) untowards incidents of the Lessee either by HMDA (or) the Lessee for whatever reasons which may or may not be in the normal business of this license.
- 29) The Successful Tenderer / Lessee shall deposit **Additional Security Deposit in the form of Bank Guarantee for Rs.15.00 lakhs** (Rupees Fifteen Lakhs only) in addition to Security Deposit in favour of Metropolitan Commissioner, HMDA from any Nationalized Bank at the time of concluding the agreement.
- 30) The place with structures “as is where is basis” and license shall be granted for a period of Three (3) years.
- 31) The Operator is required to adhere all the norms of fire safety, public health, etc., and also obtain the insurance coverage for the assets at the premises and third party insurance for the customers. Fire Crackers will not be permitted on or around the premises. This may be stipulated by Lessee while letting out the premises.
- 32) HMDA shall have the right to cancel the contract in case of any failure in operator obligations regard to payments and maintenance of standard / compliances as per the norms of the regulating authorities, without any notice period.
- 33) The license to operate the premises is not transferable and mortgagable.
- 34) The land and the site shall not be used for any purpose other than the purpose for which the site is offered. The Lessee shall ensure that the premises let out are used for the purpose of which the same was let out.

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- 35) Plastic of Polythene carry bags shall not be permitted to be used in the premises and the premises are to be maintained as plastic free zone.
- 36) The license shall also be subjected to the terms, conditions and instructions already issued or that may be issued by the HMDA from time to time or the rules and regulations that may be under the A.P Urban Area (Development) Act 1975 and also rules of rules and directions given by the Govt. in this behalf.
- 37) **Settlement of disputes :**
- a) If any dispute or difference is raised by either party to any matter arising out of the agreement, the aggrieved party may refer such dispute within a period of 14 days to the Metropolitan Commissioner, HMDA. The decision of the Metropolitan Commissioner, HMDA shall be final and binding.
 - b) The Courts of Hyderabad are the appropriate adjudicating authority in the event of mutually un-resolvable differences between the two parties.
- 38) Special Security measures should be taken by patron at the venue. Each and every individual should be checked with metal detectors if necessary to avoid any untoward incident. The individuals should not be allowed to carry hand bags or other baggage with them for strict security reasons.
- 39) Serving Alcohol / Beer and other Beverages is strictly prohibited in the allotted area. If any individual / agency would like to serve alcoholic Beverages they shall obtain prior permission from the State Excise Department.
- 40) The food items, chairs , etc., can be brought in Caterer's van / Vehicle & it will be allowed upto the site. The HMDA will not take any responsibility of arranging these.
- 41) The Officials of HMDA will reserve the right to enter the Party Zone to check / monitor during the function.
- 42) The dustbins should be used for keeping the used plates, glasses, spoons, sticks, wrappers, etc., they should not make the area dirty. The Party should dispose off the garbage, waste food including plastic bags, etc., without chocking the drainage outlet. Use of plastic / polythene bags are prohibited, if the conditions are violated a penalty of Rs.200/- will be imposed on the Lessee per occasion.
- 43) The water supplied in the Party Zone is not fit for human consumption. Therefore, the allottees shall have to make their own arrangements.
- 44) Light Music / Public Address System are permitted. The music should play very low not to cause inconvenience to the general visitors at NTR Garden and passersby. All the music / public address systems shall be switched off by

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10:00pm positively. The level of noise generated during such functions is subject to the regulations imposed by Police Authorities.

- 45) The organizers of the event shall avoid use of any smoke-emitting fuel firewood/ coal etc., they shall use LPG.
- 46) In case of any problem, the organizer may contact A.O. (NTR'G).
- 47) The Lessee shall not let out the premises for Marriages or Functions of Religious nature or any such objectionable purposes under law.

A.GENERAL

1. Scope of Bid/Tender

- 1.1 The Chief Engineer, HMDA invites Bids for parking (as defined in these documents and referred to as "the services") detailed in the table given in Short Tender Notice No.: HMDA/Dev/CE/08/2010-11/2nd Call, Date: 27-12-2010. The Bidders may submit Bids accordingly.
- 1.2 The successful Bidder will be expected to provide the services as specified in the Terms & conditions of Tender Schedule.

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1.3 The terms bid and tender and their derivatives (bidder/tenderer, bid/tender, bidding/tendering) and the terms Earnest Money Deposit and Bid / Tender are Synonymous, through out the Bidding documents.

2. Qualification of the Bidder / Tenderer

2.1 All bidders shall include the following information and documents with their tenders.

- a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder
- b) Machinery required to be owned by the tenderer.

2.2

- A) To qualify for award of the contract, each Tenderer in its name should have minimum of 1 year experience in Govt., Depts., / Govt., Undertakings in similar nature of works added together.
- B) Documents required:
 - a) **The tenderer shall invariably submit Original Demand Drafts [towards EMD] and all supporting documents to the Tender inviting authority either personally or through courier or by post along with the tender schedule and the receipt of the same within the stipulated time shall be the responsibility of the tenderer. Department will not taken any responsibility for any delay or non-receipt.**
 - b) Copy of Registration Certificate of Firm /Agency.
 - c) Latest Income Tax Clearance Certificate, Returns filed, Sales Tax / VAT Registration, Pan Card Xerox and Bank statement for last six months.
 - d) Documents in support of Identity such as Ration card / Driving License / Election Identity card.
 - e) Attested copy of Experience Certificate in the similar nature of work.
 - f) **If the Tenderer / Bidder quoted less than the Upset Price the Tender / Bid will be summarily rejected.**

2.3 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attached documents submitted in proof of the qualification requirements; and/or Record of poor performance such as abandoning the works, not properly, providing Services, litigation history, financial failures etc.

2.4 Firms Ineligible to Tender:

- i) A retired officer of the Govt. of AP or Govt. of India executing works is disqualified from tendering for a period of two years from the date of retirement without the prior permission of the Government.
- ii) The Tenderer who has employed any retired officer as mentioned above shall be considered as an ineligible tenderer.

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- iii) The contractor himself or any of his employees is found to be Gazetted Officer who retired from Government Service and had not obtained permission from the Government for accepting the contractor's employment within a period of 2 years from the date of his retirement.
- iv) The Contractor or any of his employees is found at any time after award of contract, to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the Contractor's service.
- v) Contractor shall not be eligible to tender for works in the division / circle where any of his near relatives are employed in the rank of Assistant Engineer or Assistant Executive Engineers and above on the Engineering side and Divisional Accounts Officer and above on the administrative side. The Contractor shall intimate the names of persons who are working with him in any capacity or are subsequently employed. He shall also furnish a list of Gazetted /Non-Gazetted, State Government Employees related to him. Failure to furnish such information tenderer is liable to be removed from the list of approved contractors and his contract is liable for cancellation.

Note: Near relatives include Sons, step sons, daughters, and stepdaughters. Son-in-law, and daughter-in-law, Brother-in-law, and sister-in-law. Brothers and Sisters. Father and Mother. Wife / Husband. Father-in-law and Mother-in-law Nephews, nieces, uncle and aunts Cousins and Any person residing with or dependent on the contractor.

2.5 One Tender per Tenderer:

Each Tenderer shall submit only one Tender for the work. A Tenderer who submits more than one Tender will cause disqualification of all the Tenders submitted by the Tenderer.

- 3. The tenderer shall submit the Tender Document in original along with the original D.D's of EMDs and relevant documents as prescribed in tender notice to the Chief Engineer,HMDA authorized representative directly or through his agent or by Registered Post or by courier service within the stipulated time. The tenders will be opened on 31-01-2011 @ 4:0pm in the presence of participated tenderers or their authorized representatives at that time.

4. Site Visit

The Tenderer / Bidder with their own responsibility and no risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for providing services. The costs of visiting the Site shall be at the Bidder's own expense.

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B. BIDDING DOCUMENTS

5. Content of Bidding Documents.

The set of Tender documents comprises the documents listed below and addenda issued in accordance with Clause 7:

Invitation for Bids/Tender Notice

- | | |
|---------|-----------------------------------------------|
| Section | 1. Scope of Bid / Tender |
| | 2. Forms of Bid and Qualification Information |
| | 3. Terms and Conditions |

6. Clarification on Tender Documents

A prospective Tenderer requiring any clarification on Tender documents may contact the Tender Inviting Officer during office working hours.

7. Amendment of Bidding Documents.

7.1 Before the dead line for submission for bids, HMDA may modify the bidding documents by issuing addenda/corrigendum.

7.2 Any addendum /corrigendum thus issued shall be a part of the bidding documents.

C. PREPARATION OF BIDS

8. Language of Bid

All documents relating to the bid shall be in the English language.

9. Bid Submission

Sealed Tenders / Bids will be received by the Tender Inviting authority during office hours on any working day as mentioned in the Tender Notice.

10. Bid Prices

10.1 The Contract shall be quoted for the whole work of activity based on sum mentioned in the Bid submitted by the Bidder.

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10.2 The Bidder shall quote the rate inclusive of all taxes & other Statutory Obligations.

10.3 The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

11. Currencies of Bid and Payment

The prices shall be quoted by the bidder entirely in Indian Rupees.

12. Bid Validity

12.1 Bids shall remain valid for a period not less than **120 days** from the date of tender submission. A bid valid for a shorter period shall be rejected as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the HMDA may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his EMD. A bidder agreeing the request will not be required or permitted to modify his bid hereinafter, but will be required to extend the validity of his bid for period of the extension, and in compliance with Clause 15 in all respect.

13 Bid EMD

13.1 The Bidder shall furnish, as part of his Earnest Money Deposit of the amount as shown in column 4 of the table of Tender Notice for this particular work. This Earnest Money Deposit shall be in the form of : D.D in favour of Metropolitan Commissioner, HMDA Hyderabad payable at Hyderabad.

13.2 Any bid not accompanied by an acceptable Bid EMD and not secured as indicated above shall be rejected.

13.3 The Bid EMD of unsuccessful bidders will be returned after expiry of Bid validity of tender or entrustment of the work and entering into agreement with successful tenderer which ever is earlier.

13.4 The Bid EMD may be forfeited

(a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity.

(b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to

(i) Sign the Agreement; or

(ii) Furnish the required Security Deposit.

13.6 The tenderer shall give an unconditional undertaking in the proforma specified at Annexure, regarding the payments to the staff and contributions to EPF & ESI.

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D. SUBMISSION OF BIDS

14. Submission of Bids:

- 14.1 The sealed Bids / Tenders shall be submitted for the above said activity to the Inviting authority.
- 14.2 The tenderer shall invariably submit Original Demand Drafts [towards EMD] and all supporting documents to the Tender inviting authority either personally or through courier or by post along with the Tender Schedule and the receipt of the same with in the stipulated time shall be the responsibility of the tenderer. Department will not taken any responsibility for any delay or non-receipt.
- 14.3 Document to submitted along with the original Tender Schedule:
- a) EMD drawn in favour of the Metropolitan Commissioner, HMDA payable at Hyderabad in form of Demand Draft from Nationalized Banks.
 - b) Copy of Registration Certificate of Firm /Agency.
 - c) Latest Income Tax Clearance Certificate, Returns filed, Sales Tax / VAT Registration, Pan Card Xerox and Bank statement for last six months.
 - d) Documents in support of Identity such as Ration card / Diving License / Election Identity card.
 - e) The Firm / Agency shall produce the experience certificate issued by Govt. of A.P / Semi Govt. / reputed organization in similar nature of work.

15. Last date / time for submission of the tenders:

The Chief Engineer, HMDA may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 7 in which case all rights and obligations of the Chief Engineer, HMDA and the bidder previously subject to the original deadline will then be subject to the new deadline.

- 15.1 Modification to the Tender:
No Tender shall be modified after the last date /time of submission of Tenders.

E. BID OPENING

16. Bid Opening

- 16.1 The Chief Engineer, HMDA or his authorized representative will open all the Bids received. In the event of the specified date of Bid opening being declared a

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holiday for the Government, the Bids will be opened at the appropriated time and location on the next working day.

16.2 Tenders shall be scrutinized in accordance with the conditions stipulated in the Tender document. In case of any discrepancy of non-adherence conditions the Tender accepting authority shall communicate the same which will be binding both on the tender opening authority and the Tenderer. In case of any ambiguity, the decision taken by the Tender Accepting Authority on tenders shall be final.

16.3 Evaluation and selection of bidder:

- i) The Chief Engineer, HMDA will evaluate and compare with upset price of all the qualified Tenderers.
- ii) Selection of Tenderer among the highest & equally quoted tenderers will be in the following orders:
 - a) In case highest amount quoted by more than one agency, then, the successful tenderer will be decided by the way of conducting lottery / by examining earlier performance of the agency. The decision of the Metropolitan Commissioner, HMDA is final and binding.
 - b) In case successful tenderer happens to be the highest in more than two work or works called in this tender, then, awarding more than two work to the successful tender shall be solely at the discretion of the Metropolitan Commissioner, HMDA. The decision of the Metropolitan Commissioner, HMDA is final and binding.

17. **Clarification of Bids**

17.1 To assist in the examination, the HMDA at his discretion, ask any Bidder for clarification of the Bidder's Information. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

17.2 Subject to sub-clause 17.1 no Bidder shall contact the Chief Engineer, HMDA on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.

17.3 Any effort by the Bidder to influence the Chief Engineer, HMDA bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

18. **Qualification Information**

The Chief Engineer, HMDA will determine whether each Bid meets the eligibility defined in clause 2.2 criteria.

F. AWARD OF CONTRACT

Agency / Firm

Chief Engineer
HMDA

19. **Award Criteria**

- a) Subject to Clause 2.2, the Chief Engineer, HMDA will award the Contract to the Bidder whose Bid has been determined to be in order and who has offered the highest Bid Price.
- b) In case highest amount quoted by more than one agency then the successful tenderer will be decided by the way of conducting lottery / by examining earlier performance of the agency. The decision of the Metropolitan Commissioner, HMDA is final and binding.
- c) In case successful tenderer happens to be the highest in more than two works called in this tender, then awarding more than works to the two successful tender shall be solely at the discretion of the Metropolitan Commissioner, HMDA. The decision of the Metropolitan Commissioner, HMDA is final and binding.

20. **HMDA has Right to Accept any Bid and to Reject any or all Bids:**

HMDA reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any Obligation to inform the affected Bidder or Bidders of the ground for the Superintending Engineer's action.

21. **Notification of Award and Signing of Agreement**

- 21.1 The Bidder whose Bid has been accepted will be notified of the award by the Chief Engineer, HMDA prior to expiry of the Bid validity period by Fax or Registered letter or under certificate of posting. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that will be paid to the Contractor in consideration of the services. The Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 21.2 The notification of award will constitute the formation for the Contract, subject only to the furnishing of a Security Deposit in accordance with the provisions of Clause 22.

22. **Security Deposit**

- 22.1 Within Seven(7) days of receipt of the Letter of Acceptance, the successful Bidder shall submit the Security Deposit to the Tender Inviting Authority for an amount equivalent to 4 months of the License Fee including EMD + 1 month Advance License Fee in the shape of Demand Draft from any

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Nationalized bank drawn in favour of the Metropolitan Commissioner, HMDA Hyderabad, payable at Hyderabad.

22.2 Additional Security Deposit (separate) after receipt of confirmation / acceptance of tender for Rs.15.00 lakhs (Rupees Fifteen Lakhs only) in the form of Bank Guarantee in favour of Metropolitan Commissioner, HMDA from any Nationalized Bank.

22.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 22.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD. The work then will be awarded to the next highest bidder.

23. Corrupt or Fraudulent Practices

23.1 The HMDA requires that Bidders/Contractors observe the highest standard of ethics during the execution of such contracts in pursuance of this policy, the HMDA.

a) defines, for the purposes of this provision, the terms set forth below as follows.

(i) “corrupt practice” means the offering, receiving or soliciting of any thing of value to influence the action of public official in the execution process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to/or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefit of free and open competition.

b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices competing for contract in question;

c) will declare a firm blacklisted either indefinitely or for a stated period of time if it any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing contract.

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Chief Engineer
HMDA

To
The Chief Engineer,
Hyderabad Metropolitan Development Authority,
Hyderabad.

PASS PORT
SIZE PHOTO
TO BE AFFIXED
AND ATTESTED
WITH
SIGNATURE

Sir,

Sub:- HMDA – DEV- CE - BPP – **Leasing of Party Zone area and Shop No. 2&4**
including its Operation and Maintenance at NTR Gardens – Reg.

-oOo-

In response to your Notice published in the Daily News Papers, I submit my/our application as follows:

1. Name of the Applicant : _____
Company/firm (in BLOCK LETTERS)
2. Father's Name : _____
(in case of individual)
3. Address of the Bidder
(a) Permanent _____
(b) Temporary/correspondence address _____
Tel No.: Off: _____ Resi: _____
E-mail : _____
4. Age of the Bidder in case of individuals only: _____
5. Previous experience, if any : _____
6. Present business/occupation : _____
7. a) Bank Account No. : _____
b) Nature of Account : _____
Name of Bank & Address : _____

8. Pan Card No. : _____
9. Two references with addresses : 1) _____

2) _____

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HMDA

10. Details of the EMD paid : Amount Rs. _____, DD No. _____

Date _____, Bank _____.

Place:

Date :

Signature & Name of the Tenderer / Bidder

DECLARATION AND UNDERTAKING

I / We hereby declare that I / We have read all the terms and conditions of the tender, understood the same and I / We hereby undertake to abide by the same or as may be communicated from time to time. I / We also hereby declare that if I/we are selected for grant for lease out , I / We are aware that we are only Lessee to carry on the specified activity and none else and either on expiry of period or on cancellation or withdrawal of the lease or permission for whatever may be the reason, I/we shall have no interest, claim or right of whatsoever nature and I / We shall be deemed to have vacated the premises. This application forms part of the tender form submitted by me / us.

Witness:

Signature:

Signature and Name of the Bidder / Tenderer.

Name:

Date:

Address:

Note:

1. In case of a Company/Firm/Society/body of Association, the details of registration and documents thereof shall be submitted.
2. Please attach D.D. separately to the sealed cover for verification.
3. Two Passport size Photographs duly attested by the concerned Local MLA or Gazetted Officer to be submitted along with application form.
4. proof of evidence of the residence viz., Electricity Bills, Ration card, Telephone bill, Driving License, Epic Card, I.T. assessment order etc., to be enclosed.



HYDERABAD METROPOLITAN DEVELOPMENT AUTHORITY

OFFICE OF THE SUPERINTENDING ENGINEER – II

B-BLOCK – B, 1st Floor, HMDA District Commercial Complex, Tarnaka, Hyderabad – 07

Agency / Firm

Chief Engineer
HMDA

TENDER FORM

**Name of Activity :- Leasing of Party Zone area and Shop No. 2&4 including its
Operation and Maintenance at NTR Gardens**

Mr. / Sri / Smt. _____

S/o / D/o / W/o / Mr. / Sri. / Smt. _____

Resident of _____

Full Address _____

Phone _____

Hereby quote Rs. _____ per annum as Lease amount. I / We shall abide by all Terms and Conditions. I / We are aware that I have to keep the lake clean and therefore I shall incur expenditure in removal of plastics / floating debris / garbage from lake and transport to MCH bin.

I / We have seen the area which is adjacent to Party Zone and I / We shall not ask for any more improvements / facilities in the said shops and will take over premises as is where is basis in case I / We are offered the above activity to run the business.

Signature with Date

Name of the Tenderer / Bidder

EMD for Rs.3,00,000/-

D.D. No. _____ Dt: _____

Bank _____

Drawn in favour of Metropolitan Commissioner, HMDA

This form should be submitted in office of the Chief Engineer, HMDA, A-Block, Ground Floor, District Commercial Complex, Tarnaka, Hyderanad-500007 on or before at 3:00 PM.

(On Rs.100/- non-judicial stamp paper)

Agency / Firm

Chief Engineer
HMDA

AFFIDAVIT

I, _____ S/o. _____ aged _____ resident of _____ doing the business/occupation of _____, do hereby declare that my tender for Lease permission by the Hyderabad Metropolitan Development Authority to carry the **Leasing of Party Zone area and Shop No. 2&4 including its Operation and Maintenance at NTR Gardens, Hyderabad** have been accepted by HMDA vide the letter of acceptance, I / We are aware of the terms and conditions and I / We hereby undertake to abide by the same without any reservation and I / We also hereby declare that on the expiry of the Lease period or in the event of cancellation or withdrawal of the Lease permission by HMDA for whatever reason, I / We shall have no claim, interest or right of whatever nature and I shall be deemed to have stopped my Lease and vacated the premises.

Place:

Signature:

Date :

Name:

Address:

The above-mentioned person have read and understood the contents of the above affidavit and signed the same before me.

Signature and Seal of the

Public Notary



**OFFICE OF THE CHIEF ENGINEER
HYDERABAD METROPOLLITAN DEVELOPMENT AUTHORITY
A' BLOCK, GROUND FLOOR, DCC, TARNAKA, HYD – 07.**

Agency / Firm

Chief Engineer
HMDA

AUTHORISATION FORM

I, _____ S/o / D/o / W/o _____

I am the Tenderer Bidder for grant for Lease out _____ ,

I hereby authorize Sri / Smt. _____

S/o / W/o _____ to participate in the tenders on my

behalf. I hereby undertake to abide by the bidding made by the said authorized

representative and to adhere to the terms and conditions of tender.

Signature of the Tenderer / Bidder

Name of Tenderer / Bidder

Application No.
(Seal of Institution if applicable)

Signature of Authorized person:

Name:

Address :

ATTESTED

Signature of the Tenderer / Bidder
(With seal of Institution)



OFFICE OF THE CHIEF ENGINEER
HYDERABAD METROPOLITAN DEVELOPMENT AUTHORITY
A' BLOCK, GROUND FLOOR, DCC, TARNAKA , HYDERABAD- 07.

Agency / Firm

Chief Engineer
HMDA

TENDER FORM FOR PRICE BID

1. Name of Tender / Bidder

2. Licensing Rights : **Leasing of Party Zone area and Shop No. 2&4 including its Operation and Maintenance at NTR Gardens**

a) Upset amount as fixed by BPP / HMDA per annum Rs.

b) Amount Tendered by the Bidder per Annum Rs.

In words (Rupees _____

Signature of the Tenderer / Bidder

Note :

The Lease is for a period of Three (3) years, with 10% increase in 2nd year on the Lease amount of 1st year and 10% increase in 3rd year on the Lease amount of 2nd year and Lease period is extendable to another two (2) years at the discretion of HMDA.

INDEMNITY BOND

Agency / Firm

Chief Engineer
HMDA

Name of the Lessee : Leasing of Party Zone area and Shop No. 2&4 including its Operation and Maintenance at NTR Gardens

I, _____ Lessee S/o _____ Promise to pay all the claims which may come (a) under workmen's Compensation Act 1923 with any statutory modifications thereof and rules there under or otherwise for or in respect of any damage or compensation payable in connection with an accident or injury sustained (b) Under Minimum Wages Act 1948 (c) under payment of wages Act 1936 (d) under the Contractor labour (Regulation and Abolition) Act. 1970 by any workmen engaged for the performance of the business relating to the above contract.

Further, I promise to pay all claims to the visitors, which may come in respect of any damage of compensation payable in connection with an accident or injury sustained.

Failing such payment of claims of workmen engaged in the above work/ visitors in the licensed area abide in accepting for the recovery of such claims affected from any assets with the department.

Contractor

Agency / Firm

Chief Engineer
HMDA