

Terms & Conditions

Grant of Licence for “Covered space beside I-Max ” for operating Food Courts/Events/Exhibitions/Indoor Entertainment/Fitness Centre etc

Tender notice No. HMDA/Dev/CE/ 06 /2010-11

Dated: 24-07-2010

The Hyderabad Metropolitan Development Authority intends to offer the covered space beside I-Max for the purpose of Restaurants / Food Courts & Indoor Entertainment Centre/Fitness Centre etc for a period of five years (period may be extended on review) on license fee basis. The premises shall be let out on “as is where is condition” for the development and running the business duly securing the necessary clearance / permissions / approvals from the concerned authorities.

The intending applicants are requested to inspect the site/premises before filing the tenders. For Site inspection, contact Dy. Executive Engineer, Budha Purnima Project (9849909815) or Asst. Executive Engineer, Budha Purnima Project (9849211160)

1. Background

The site is a covered place beside IMAX Theatre and accessible from IMAX Road. The total site area is about 2500 sqmt with the built up area of about 1100 sqmt comprising of ground and mezzanine floors. The building is circular shaped (31 mts internal dia), framed steel structure with aluminium sheeting sloped roof. The proposed area is suitable for Food Courts, Party Zone, Small Exhibitions, Events, Indoor Entertainment, and Fitness Centres etc.

2. Tender Process:

- 2.1 There will be two cover system of Bidding. Cover-1 is Eligibility Criteria and Cover- 2 is Price Bid
- 2.2 The applicants are required to submit two sealed covers (Cover 1 &Cover-2) in the outer envelope. First the covder -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.
- 2.3 EMD: The applicants need to submit a DD of Rs. 10.00 Lakhs drawn in favor of Metropolitan Commissioner, HMDA, payable at Hyderabad as EMD for the tender. EMD to be kept in the outer envelop.
- 2.4 The Terms & conditions document need to be signed in each page and submit the same in the outer envelope.

2.5 In case the document is downloaded from the website, the applicant need to submit a DD of Rs. 5000 drawn in favor of Metropolitan Commissioner, HMDA, payable at Hyderabad.

3. Eligibility Criteria's

3.1 The applicants shall fulfill the following criteria for eligibility:

3.1.1: *Expereicne Criteria:*

- a) Owning, Operating and maintaining at least one air conditioned restaurant of 100 covers (or) two air conditioned restaurants of 50 cover each for the last three years.

(or)

- b) Operating any franchisee restaurant of repute for the last three years. In this case the franchisee network should be minimum of 10 branches

(or)

- c) Applicant is in the business of catering or event management or operating a fitness centre and shall have minimum of three years experience in the field.

And

3.1.2: *Financial Criteria:*

Average Annual turnover of at least Rs. 2.00 Crores in the last two financial years as per the audited financial reports

3.2 It is herewith clarified that, no consortiums are eligible to submit the tender and the applicants need to fulfill the eligibility on their own.

4. Financial Terms:

4.1 The Annual Licence Fee offered to HMDA shall be indicated both in figures and words in the Price Bid Format (Appendix-5) and this shall be the bid parameter. In case any difference between the figures and words, the highest amount is consider for evaluation.

4.2 Reserve Amount (upset price) is Rs. 30 Lakhs per the first year. The applicant is required to quote over and above the Reserve amount.

4.3 Annual escalation of 10% is applicable on the Amount quoted by the bidder

5. Submission & Opening of Tenders:

5.1 Tenders to be submitted to "Chief Engineer" HMDA, Tarnaka, Hyderabad on or before 3.00 pm of 09.08.2010. The Tenders will be opened on the same day at 4.00 pm or any

other time and date announced, in the presence of the applicants who choose to attend for the same.

- 5.2 The Bids/Offer shall be valid for a period of 90 days from the date of submission.
- 5.3 The EMDs of un-successful bidders except H1, H2 & H3 will be returned within 7 days from the date of submission. Other EMDs will be returned or adjusted within 30 days of from the date of tender finalisation.
- 5.4 The signed copy of the Terms & Conditions document and EMD needs to be submitted in the outer envelope.

6. Payment Terms with Successful Bidder

- 6.1 The Successful Bidder should deposit interest free advance license fee of Six (6) months equivalent with HMDA and pay the license fee on monthly basis. The successful bidder can request HMDA to adjust the EMD for Advance license fee and pay the difference amount only.
- 6.2 Schedule of quarterly rental payments will be provided at the time of award of the lease to the successful applicant. Delay of payment of rentals attracts a penal interest of @ 15% per annum, for the duration of delay.
- 6.3 License period starts from 60 days of Agreement date, without considering any delays in refurbishment.

7. General Terms & Conditions:

- 7.1 The place with structures, “as is where is basis” and licence shall be granted for a period of 5 years.
- 7.2 “First right of refusal” for extension shall be based review of satisfactory performance like regular payments to HMDA and compliances with GHMC & Traffic Police Rules etc.
- 7.3 It shall be the responsibility of the Operator to upgrade and operate the facilities as per the best industry standards and market expectations.
- 7.4 Refurbishing plans has to be approved by HMDA. The Operator is allowed to use only biodegradable, temporary & eco-friendly material for refurbishing the facility.
- 7.5 After the license period, the operator has to leave the structures and fixtures to HMDA but take back his furniture, kitchen equipment etc without affecting the structures.
- 7.6 The operator has to allocate at least 50% of the space for parking and regulate it.
- 7.7 Proper Solid Waste Disposal plan to be in place, before starting the operations
- 7.8 **Liquor shall not allowed to sold or consumed in the facility**

- 7.9** The Operator has to obtain all requisite permissions from the concerned authorities before the Commercial Operation Date and renew the same as per the applicability.
- 7.10** The operator is required to adhere all the norms of fire safety, sanitation, public health etc and also obtain the insurance coverage for the assets at the premises and third party insurance for the customers.
- 7.11** The operator is required to organize his own power, water, gas and other resources required for operating the business.
- 7.12** HMDA shall have the right to cancel the contract in case of any failure in operators obligations regard to payments and maintainance of standards/compliances as per the norms of regulating authorities, without any notice period.
- 7.13 The licence to operate the premises is not transferable and mortgagable
- 7.14 The land and the site shall not be used for any purpose other than the purpose for which the site is offered.
- 7.15 It shall be the responsibility of the licensee to keep and maintain the premises in good and neat condition and as per the requirements of relevant Acts, rules and regulations of the Government or local Authorities.
- 7.16 Plastic or polythene carry bags shall not be permitted to be used in the premises and to be maintained as plastic free zone. However paper / eco-friendly or bio-degradable carry bags may be used.
- 7.17 The licence shall also be subject to the terms, conditions and instructions already issued or that may be issued by the BPP/HMDA from time to time or the rules and regulations that may be made under the A.P.Urban Area (Development) Act 1975 and also of rules and directions given by the Govt., in this behalf.
- 7.18 The Licensee shall not allow any activity, which will cause inconvenience to the visitors of the NTR Garden and any other surrounding establishments. No un-lawful activity shall be allowed in the premises.
- 7.19 No direct access will be provided from this premises to NTR Garden or IMAX
- 7.20 The HMDA shall not be responsible for any mishap or accident to workmen of the Licensee working at site, while performing these jobs and no compensation shall be payable by the HMDA. In case of mishap or accident, the amount of compensation decided by the concerned authorities shall be paid by the Licensee.
- 7.21 The Licensee shall indemnify the HMDA against all claims and proceedings for or on account of infringement of any patent rights, design trade mark or name of other protected rights in respect of any equipment, machine work or material or installation used for or in connection with the work or any of them and from and against all claims, proceedings,

damage, costs, charges and expenses whatsoever in respect of or in relation thereto for the license period.

7.22 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.

(on the letter head of the applicant)

COVERING LETTER

Date:

To,

The Metropolitan Commissioner,

Hyderabad Metropolitan Development Authority (HMDA)

HMDA Complex, Tarnaka

Hyderabad -500007

Dear Sir:

Sub: Submission of Tenders for Grant of Licence for “covered space beside IMAX” for operating Food Courts/Events/Exhibitions/Indoor Entertainment/ Fitness Centre etc – Reg

1. We are submitting this tender on our own. We understand the terms and conditions of the lease proposal and submitting the same duly accepting the terms.
2. We ensure HMDA, we will refurbish and operate the facility as per the terms and conditions laid down by the HMDA and without creating any in convenient to any other facilities adjacent to the outlet.
3. This tender and our written acceptance of it shall form part of the Agreement to be signed between us and HMDA. If selected as the operator or licence holder, we understand that it is on the basis of the eligibility and experience of our firm is taken together for selection. We also understand that the basis for our qualification and tender documents submitted along with this letter, and that any circumstance affecting our continued eligibility as per this, or any circumstance which would lead or have led to our disqualification, shall result in our disqualification under this tender process.
4. We agree that

(a) If we fail to permit HMDA or its Authorised Representative for carrying out the inspection of works/ facilities during lease period

Or

(b) If we fail to meet the expectation of HMDA as per the tender conditions,

HMDA shall be at liberty to take action in accordance with Tender conditions and Agreement.

5. We undertake, if tender is accepted, to complete the refurbishment, commence the operations and manage as per the tender conditions and Agreement.
6. We agree to abide by this tender validity for a period of 90 **(Ninety) days** from the Due Date fixed for submitting the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
7. We also agree that we would pay **Six Months interest free Advance Annual License Fee** in the form of Demand Draft within 15 days from the date of issue of Letter of Intent (LoI) or before signing of Agreement as precondition for Agreement.
8. We understand that HMDA is not bound to accept any or all tender applications it may receive.
9. We do, also, certify that all the statements made and/or any information provided in our proposal/tender are true and correct and complete in all aspects.
10. We declare that in the event that HMDA discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us and our Bid from further participation in the tender evaluation process and forfeit our EMD.

Dated this _____ day of _____ 2010

(Signature)

(Name of the person)

(In the capacity of)

Company Seal

(Name of firm)

Duly authorized to sign Proposal for and on behalf of *(Fill in block capitals)*

Witness

Signature _____

Name _____

Address _____

Format For

GENERAL INFORMATION OF THE BIDDER

S. No	Particulars	Details
1.	Basic Information of Organisation	
a)	Name of Firm	
b)	Registration	Proprietary/Partnership Firm/ Pvt Ltd Company/Public Ltd Company/PSU
c)	Country of incorporation	
d)	Address of the corporate headquarters and its branch office(s), if any, in India	<u>z</u>
e)	Date of incorporation and / or commencement of business	(documents to be provided)
f)	Ownership of the Organisation (List of stakeholders / members who own 10% or more stocks & their interest in the company)	1. 2. 3.
g)	List of current directors/partners	
h)	Other key management personnel	
2.	Brief description of the Company including details of its main lines of business.	

3.	Proposed role and responsibilities of the Company in this project	
4.	Details of individual (s) who will serve as the point of contact/communication within the Company: (a)	(a) Name: (b) Designation: (c) Telephone/ Mobile: (d) E-Mail Address: (e) Fax Number:

SIGNATURE _____

NAME _____

DESIGNATION _____

COMPANY SEAL

COMPANY _____

DATE _____

Format For
FINANCIAL DATA

1. Turnover related data*All figures in Rs Lakhs*

Description	Past Three Financial Years		
	2007-08	2008-09	2009-10
Operating Revenue			
(add) Other Revenue			
Total Turnover			

*Financial
Year: 1st
April to*

*31st March***2. Net-worth related data***All figures in Rs Lakhs*

Description	As on 31.03.2010
Subscribed Share Capital	
(add) paid up share Capital	
(add) Free Reserves	
(Subtract) (Revaluation reserves + Miscellaneous Expenditure+ Expenditure not written off+ accrued liabilities)	
Net-worth	

** Details of the items included in the non-cash expenses have to be provided.*

- Note:
1. The applicant shall submit Audited Annual Accounts of the company in support of the financial data
 2. The above data must be duly certified by Statutory Auditor/Chartered Accountant

COMPANY SEAL

SIGNATURE_____

NAME _____

DESIGNATION_____

COMPANY_____

DATE _____

Format For

ELIGIBILITY CRITERIA

A: *INCASE OF owning, Operating and maintaining at least one air conditioned restaurant of 100 covers (or) two air conditioned restaurant of 50 cover each for the last three years.*

S.No.	Name of the Restaurant and location	Capacity (No.of covers/seats)	Year of Establishment
1			
2			
3			
4			

- ***Documentary evidence is required to be produced regarding the year of establishment and address of the restaurants***

B: *INCASE OF operating any franchisee restaurant of repute for the last three years.*
In this case the franchisee network should be minimum of 10 branches/units

S.No.	Name and location of the franchisee restaurant	No.of franchisee units		Name, Address and contact details of the Indian Representative of the Franchise company
		India	Abroad	
1				
2				

3				
---	--	--	--	--

- **Documentary evidence is required for the address of the restaurant/franchisee unit**
- **Copy of the franchisee agreement also to be attached**

C: INCASE OF Applicant is having the business of catering or event management or Fitness Centre with minimum of three years experience in the field.

- **Documentary evidence is required to establish that the firm is in the above businesses since last three years.**
- **The IT Returns of last three years and PAN card to be attached**

Format For
PRICE BID AND LETTER

[On the Letter head of the Applicant]

Date:

**The Metropolitan Commissioner,
Hyderabad Metropolitan Development Authority (HMDA)
HMDA Complex, Tarnaka
Hyderabad -500007**

Dear Sir:

**Sub: Submission Price Bid for Operating “Covered space adjacent to IMAX” on licence basis –
Reg.**

In response to the Tender Advertisement dated -----, we hereby offer to pay HMDA Rs. -----
----- (In words Rupees -----) as the first year licence fee for operating
the “Covered space adjacent to IMAX” as per the tender conditions. We know that we need to quote
more than Rs. 30.00 Lakhs for the first year fee and we have quoted the amount more than the
reserved price.

We also accept that:

- 1) There is an annual escalation of 10% year on year basis for the next four years of operation
- 2) We need to pay the six months interest free licence fee as advance to HMDA
- 3) The lease rentals are payable on monthly basis and payable on or before 10th date of the
particular month or schedule date as mentioned in the agreement.
- 4) We abide by the above offer/quote terms and conditions of tender document, if HMDA selects
us as the Operator.

Yours faithfully,

(Signature of Authorised Signatory)

(Name, Title, Address, Date)