

TENDER FOR

**LEASING OUT OF SPACE FOR RUNNING
FOOD COURT**

AT

**" NSIC MARKETING CUM BUSINESS PARK"
KUSHAIGUDA, ECIL POST,
HYDERABAD- 500 062**

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.

(A Govt. of India Enterprise)

EXHIBITION-CUM MARKETING DEVELOPMENT BUSINESS PARK

KUSHAIGUDA, ECIL P.O., HYDERABAD 500062

Ph: 040-27121422, 27125802, Tele Fax: 27130204 & fax 27122303

Email: emdbphyd@nsic.co.in, ntschy@nsic.co.in

Web: www.nsic.co.in

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No. NSIC/EMDBP(HYD)/Food court/09-10

Dated: 24-01-2012

M/s.

The National Small Industries Corporation Limited (A Govt. of India Enterprise) intends to lease out 2292 sqft super built up (carpet area 1834.00 sqft) space situated on ground floor for running a food court at its Exhibition Cum Marketing Development Business Park on as where is basis. NSIC Marketing Cum Business Park is a state of the art complex situated at Kushaiguda Industrial Estate, ECIL Post, Hyderabad-500062. The terms and conditions of letting out the space to eligible prospective parties are enclosed. The cost of the tender form (non-refundable) is Rs 500/-. The tender form can be collected by post or in person before the due date on payment from the office.

If you are interested kindly submit your lease rates in the Price Bid alongwith Technical bid in our office in two sealed covers separately on or before 01-02-2012 (Upto 4.00 PM). Both separate technical bid & price bid should be put in a single envelop.

The Tender document available on website is for information only. The documents may be downloaded from website but Rs. 500 /- i.e. fee of the tender document has to be deposited in form of DD drawn in favour of "The National Small Industries Corporation Ltd., payable at Hyderabad in order to become eligible for the same.

Thanking you,

Yours faithfully,

Dy. General Manager

Encl: As above.



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TENDER NOTICE FOR LEASING OUT SPACE FOR RUNNING OF FOOD COURT AT NSIC EMDBP COMPLEX, HYDERABAD-62.

TENDER NOTICE NO. NSIC/EMDBP(HYD)/Food court/09-10`

Dated: 24-01-2012

Sealed tenders are hereby invited, under two bid system (technical & price bid) from experienced and leading contractors/agencies having sufficient experience in running food court/hotel/restaurant etc.

| Name of the work | EMD (Rs.) | Issue of tender | Due date for submission of tender | Date of opening of tender (Technical bid) |
|---|-----------|---|-----------------------------------|---|
| Leasing out space for running of food court | 25,000/- | 24-01-2012 to - 31-01-2012 (upto 3.00 PM) | 01-02-2012, (Upto 4.00 PM) | 01-02-2012 at 4.30 PM |

1. The tender document shall be issued only to those parties who possess the **valid license from concerned food department** for preparation & serving food items and sufficient experience as described under clause **"Instructions to Tenders"**. The intending tenderer should also have valid registration with Sales tax/ VAT & Income tax authorities. The intending tenderers shall be required to furnish copies of these documents at the time of purchase of tender documents.
2. Security deposit of Rs.25000/- to be paid by the successful bidder before start of contract by DD/Pay Order favouring "The National Small Industries Corporation Ltd. payable at Hyderabad.
3. Tender documents (non-transferable) for above contract shall be issued on all working days from the NSIC Hyderabad office on payment of required tender fee of Rs 500/-(non-refundable) in DD in favour of "The National Small Industries Corporation Ltd., Hyderabad.
4. Earnest Money should be in the form of DD drawn in favour of "The National Small Industries Corporation Ltd. payable at Hyderabad"
5. Tenders not accompanied with Earnest Money Deposit in the prescribed form shall be summarily rejected.
6. NSIC reserves the right to reject all or any tender wholly or partly without assigning any reason whatsoever.
7. The technical bids of all the parties shall be opened on the due date as mentioned above, in the presence of tenderers those choose to be present and price bids of technically qualified parties shall be opened at later date and the qualified parties shall be informed in advance about the opening of their price bid.

Dy. General Manager,

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DY.GENERAL MANAGER,
(ISSUING AUTHORITY)

SIGNATURE OF TENDERER
Seal & Address with Tel.No, Fax No.

INSTRUCTIONS TO TENDERERS

1. GENERAL :

Tenderers are advised to acquaint themselves fully with the location of the building/ space and terms and conditions including all the provisions of the Tender Document before submission of their tender.

2. SITE PARTICULARS

Tenderers are advised to inspect and examine the site and the probable business turnover and satisfy themselves before submitting their tenders. For site visit and any clarification/information, the intending tenderer may contact to the Deputy General Manager- or authorized officer for any assistance- Phone No.040 -27121422/ 27125802/27130204

3. SUBMISSION OF TENDER

- a) The expression "Tender Notice" referred to in the Tender Documents shall be deemed to include any Notice/Letter Inviting Tender with respect to the work forming the subject matter of the documents and vice-versa.
- b) The tender complete in all respect shall be submitted along with Earnest Money as stipulated in the Notice/Letter Inviting Tender ONLY. Tenders without Earnest Money Deposit will be summarily rejected.
- c) Tenders shall be submitted in two separate sealed envelopes in the following manner duly superscribed as below.

ENVELOPE-I

TECHNICAL BID (To be submitted in their letter head)

From : Name & address of the Tenderer

Name of Work : LEASING OUT SPACE FOR RUNNING OF FOOD COURT

Tender No. No. NSIC/EMDBP(HYD)/Food court/09-10

Due date: 01-02-2012 at 4.00 PM

Time of opening: 01-02-2012 at 4.30 PM

Addressed to:

The Dy. General Manager, NSIC EMDBP,
Kushaiguda, ECIL Post,
Hyderabad- 500062

The following details are required to be submitted in **ENVELOPE-I (i.e. Technical Bid)**.

Earnest Money Deposit in the required form, covering letters, technical submissions, and other information's documents as required.

EMD for Rs 25000/-/- (Rs. twenty five thousand only) shall be accepted only in the form of Demand Draft drawn on any Nationalized bank in favour of "The National Small Industries Corporation Ltd., payable at Hyderabad. Following criteria is required to be fulfilled by the party so as to be technically qualified:

1. Interested parties should have minimum 5 years experience for running food court/ canteen/ hotel/ restaurant.
2. Minimum turnover of the firm in whose name the tender is being applied should be Rs. 15.00 lacs. The tenderer is required to submit copies of audited balance sheet along with the copies of Income tax Return for last two years in support.

SIGNATURE OF TENDERER

Seal & Address with Tel.No, Fax No.

ENVELOPE - II (PRICE BID)

Name of work : LEASING OUT SPACE FOR RUNNING OF FOOD COURT at NSIC-EMDBP Complex

Tender No. : NSIC/EMDBP(HYD)/Food court/09-10

Due date & time of opening : ----- at 4.00 PM

Addressed to : The Dy. General Manager, NSIC-EMDBP, Kushaiguda,
ECIL Post, Hyderabad – 500062

From : Name & address of The tenderer

Envelope- II shall contain the tender document, monthly lease rental offered to be paid by the tenderer in the format enclosed as Annexure-A. It is to be noted that the sealed envelope containing this part shall contain monthly lease rental to be paid by the tenderer The tenderer may kindly note that no condition, deviations/assumptions/stipulations/ clarifications /comments or any other request whatsoever should be submitted with envelope-II. Conditional offers will be rejected.

4. QUALIFYING CRITERIA

Bidders having the valid documents and fulfilling the criteria as mentioned above under SI No. 3, will be technically qualified and considered for opening of their price bid. All the technically qualified bidders shall be informed well in advance about opening of their price bids. Technically qualified party has no right to claim for award of the work. Corporation reserves the right to cancel or award the work to any party/bidders in case of non fulfillment of the required documents.

5. DEVIATION TO TENDER CLAUSES:

Tenderers are advised to submit the tenders based on the terms and conditions stipulated in the tender documents. Conditional tenders will be summarily rejected.

6. VALIDITY OF OFFER

Tender submitted by tenderers shall remain valid for acceptance for a minimum period of 120 days from the date of opening of the tenders. The tenderers shall not be entitled during the said period of 120 days to revoke or cancel their tender or to vary the lease rates given in Tender or any term thereof, without the consent in writing of the management. In case of tenderers revoking or canceling their tenders or varying any terms in regard there of without the consent of management in writing, Competent Authority shall forfeit Earnest money paid by them.

7. ACCEPTANCE/REJECTION OF TENDER

- I) Corporation reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.
- II) Corporation reserves the absolute right to reject any or all the tender at any time solely based on the past unsatisfactory performance of the bidder(s) .The opinion/decision of NSIC regarding the same shall be final and conclusive.

SIGNATURE OF TENDERER
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8. CORRECTION

No Corrections or overwriting will be entertained in, schedule of rates by using correcting fluid.

- 9** It will be obligatory on the part of the tenderer to sign the tender for all the components & parts. After the space is allotted/ leased out, they will have to enter into a lease agreement for the space allotted/ leased out on a non- judicial stamp paper of Rs. -----/- (Rs -----) at their own cost within thirty days from date of issue of allotment letter.
- 10** In the event of non-execution of lease agreement within 30 days from the date of issue of allotment letter, the allotment of space will automatically stand cancelled and earnest money deposited will be forfeited.

Dy. General Manager

SIGNATURE OF TENDERER
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TERMS & CONDITIONS FOR LEASING OUT SPACE FOR RUNNING FOOD COURT

The NSIC desires to call the tenders for leasing out space for running food court as per following terms & Conditions:

1. No Sub-letting of the space shall be allowed by the successful bidder/ lessee for running the food-court.
2. The successful bidder/lessee shall engage sufficient no. of canteen staff, which is considered appropriate for serving the units occupying the premises.
3. The successful bidder/lessee shall be liable to provide tea, coffee, snacks, light refreshment cool drinks, lunch, dinner etc. of good quality.
5. The material used for preparing items shall be of standard quality.
6. The successful bidder/lessee has to ensure that the food court staff serving in the said complex are well mannered and are in proper uniform.
7. The Corporation will provide super built up area admeasuring 2292.00 Sqft (Carpet area- 1834.00 Sqft) with vtrified tile flooring to the contractor.
8. The successful bidder/lessee shall ensure that they will provide the best services and shall ensure that no complaint will be received in this regard
10. The cost of Tender form shall be Rs.500/- w hich is non-refundable.
11. The Corporation will provide electricity, to the successful bidder/lessee and charges against the energy consumed shall be borne by the successful bidder/lessee, as per prevailing tariff. The energy meter shall be provided by the Corporation. The energy consumed from the back-up provided i.e D G set shall be collected on pro-rata basis as per the same tariff as mentioned in the Statement of Charges, enclosed at Annexure-'B'.
12. The Corporation will provide water facility to the successful bidder/lessee in terms of Statement of Charges, enclosed at Annexure-'B'.
13. The successful bidder/lessee shall arrange utensils, cutlery and crockery and other equipment/items required to run the canteen at his own cost.
14. Site/Space will be handed over on as is where is basis and all interior/ maintenance work will be done by the successful tenderer at his own cost. The party shall maintain the areas in neat and tidy manner at all the times.
15. The successful bidder/lessee shall execute a lease agreement on a non judicial stamp paper of Rs.-----/- within 30 days from the date of issue of allotment letter at his own cost & get the same duly notarized/ registered as per the prevailing laws.
16. The successful bidder/lessee will ensure that the catering facility is available to the units on all working days i.e. from Monday to Saturday, at all the times as required by the units. But the contractor shall also provide services depending upon the requirement of the units on holidays and for meeting/conference parties etc.
17. If the tender is accepted, the successful bidder shall deposit an amount equivalent to six months lease rental (EMD will be adjusted in the Security Deposit amount) as Security Deposit with the NSIC before contract is awarded. The Security Deposit will not carry any interest and will be refunded by the Corporation on the expiry/termination of contract, but subject to handing over peaceful possession of the premises as it was taken over by him at the time of contract, and normal wear and tear and after adjusting due if any payable by the contractor. In case of non-fulfillment of terms & conditions of the contract, the Corporation reserves the right to cancel the allotment of space and his security deposit will be forfeited.

SIGNATURE OF TENDERER

Seal & Address with Tel.No, Fax No.

18. The successful bidder/lessee shall be responsible for the good conduct of the catering staff provided in the complex for the purpose.
20. The successful bidder/ lessee shall comply with all prevailing labour laws/ Municipal laws & statutory requirement of other Central/ State Government organizations. In case on non-adherence of the any laws/ regulations of the statutory bodies, the successful bidder/lessee will be fully responsible for the consequences arising out of non adherence by the successful bidder/lessee. The Corporation in no way will be responsible for the same.
21. The successful bidder/ lessee shall take all precaution and safety measures for safety and security of its personnel and The Corporation will not in any way be responsible for any disability/ injury i.e. permanent or temporary disablement caused to any catering staff during discharge of their duties.
22. The successful bidder/lessee shall remain liable to and shall indemnify the Corporation in respect of causes of action, claims, damages, compensation or cost, charges and expenses incurred by the Corporation arising out of accident or injury sustained by any workman or other person whether in the employment of the Corporation or not while in the Corporation premises arising out of any act of omission or commission, default or negligence, error in judgment on the part of the successful bidder/lessee or its staff.
23. The Corporation shall be entitled to terminate this agreement with 90 days notice and discharge the contract without prejudice to other rights and remedies available to the Corporation because of the nonperformance of any of the clauses of the agreement or if the caterer becomes insolvent or fails and/ or neglects to carry out instructions on its behalf. In case successful bidder/lessee desires to terminate the agreement, they have to give three months of prior notice to the Corporation.
24. Tenders should be accompanied by a Demand Draft/Pay Order of Rs 25000/- in favour of National Small Industries Corporation Ltd., payable at Hyderabad on any scheduled Bank towards Earnest Money. Tender without Earnest Money shall be summarily rejected. Earnest money of unsuccessful party shall be refunded within a period of sixty days after finalization of tender. The Earnest Money will not carry any interest charges whatsoever. The EMD will be treated as a part of Security Deposit payable by the successful bidder.
25. The successful bidder/lessee will comply with all Acts-Laws and other statutory regulations applicable or may become applicable from time to time in the state of Andhra Pradesh with regard to the contract and discharge of the contract. successful bidder/ lessee shall be liable for compliance of all Acts and Corporation shall have no liability in this regard, whatsoever.
26. The successful bidder/ lessee will have proper valid license from concerned/ prescribed authorities to prepare & serve the food items and shall comply with all norms & guidelines of the statutory Authorities in this regards. The successful bidder/lessee shall be sole responsible for any consequence arising out due to Non compliance of any guidelines of the concerned statutory authority and the Corporation shall be in no way responsible for the same.
27. The personnel's employed by the successful bidder/lessee will be employees of the successful bidder/lessee and the Corporation shall have nothing to do with their employment. Corporation will not be responsible for any injury to the personnel's engaged by the successful bidder/lessee. The Corporation shall have the rights to ask for the removal of any person of the successful bidder/lessee who is not considered to be competent and orderly in the discharge of his duties.
28. Since the consumption of Alcohol & smoking is prohibited in the EMDBP Premises, the successful bidder/lessee shall not sell Liquor and tobacco products or allow consumption thereof by any person in the food-court area leased out to him.
29. The minimum lease period is for 3 years which is extendable at the discretion of the Corporation subject to the satisfactory performance of the successful bidder/lessee.
30. No Structural Change is allowed. However, if the successful bidder/lessee wants to carry out any interior work without affecting the structure, same can be done at his own cost after seeking prior permission of NSIC and getting the interior plan approved by NSIC.
31. After completion of the term, successful bidder/lessee will hand over the premises in the same condition as it was taken over by him. In case, the lease holder has done any changes inside the premises then before handing over it to NSIC, successful bidder/lessee will have to bring it to its original shape. In the event of bidder not following this clause, NSIC will undertake the same & expenditure thus incurred will be recovered/ adjusted from lessee.
32. The successful bidder/lessee will have to sign the lease agreement within a period of 30 days after issuance of allotment of the space.

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33. Lease rent will be charged on the super built-up area of the Demised Premises. The Super built-up area will be equivalent to 1.25 times of Carpet area of the Demised Premises.
34. Other charges shall be payable as per the Statement of Charges enclosed at "Annexure B". The other charges mentioned in Statement of Charges shall be valid for one year and shall be revised each year thereafter as per the terms and conditions of lease agreement. The free car parking would be available for two cars only as per the Annexure-B.
35. The lease rental offered by the party shall be valid for a period of one year from the date of allotment letter and same shall be revised upfront on mutual agreement basis. However, NSIC decision shall be final and binding.
36. Housekeeping and maintenance of the common area shall be undertaken by NSIC. However, the allottee/ Lessee shall be responsible for housekeeping & maintenance of the area allotted to him.
37. The space allotted should be used only for the purpose for which allotment has been made
38. The space will be allotted for a minimum period of 3 years. However if the successful bidder/lessee intends to get the space allotted for more than 3 years, the same can be considered subject to the approval of the Competent Authority of NSIC on mutually accepted terms & conditions. However final decision of NSIC shall be binding on the lessee.
39. Signboard/ Hoardings etc. will be displayed by the successful bidder/lessee only at the prescribed location identified by the Corporation.
40. Tenderer has to sign statement of Charges.
41. The Court at Hyderabad alone shall have exclusive jurisdiction in respect of any dispute arising out of the agreement/ terms & conditions..

CERTIFICATION FROM TENDERER

I agree with the terms and conditions sated above.

Date:

Place:

(Name & Signature of Tenderer with seal)

NB: The Tenderer shall sign in all pages/papers of the tender being submitted with seal of his office/company.

SIGNATURE OF TENDERER
Seal & Address with Tel.No, Fax No.

PRICE BID

| Sl No. | Description | Monthly lease rental and Service Tax proposed to pay to NSIC | |
|--------|---|--|----------|
| | | In figures | In words |
| 1 | Leasing out space for Running of food court in the premises of NSIC EMDBP | | |
| 2 | Service Tax (As applicable) | | |
| 3 | Total monthly lease rental with service tax | | |

SIGNATURE OF TENDERER
With Seal & Address

STATEMENT OF CHARGES

1. House Keeping Charges : Rs.2/- per sq. ft. per month on Super built-up area
(The House Keeping charges will be reviewed annually and will be charged accordingly)
2. Water Charges : Rs. 0.30 per sq.ft. per Month on Super built-up area
(The Water Charges will be reviewed annually and will be charged accordingly).
3. Interest free Security Deposit : Equivalent to 6 months Lease rental on Super built-up area
(Refundable at the time of vacation of space)
4. Reserved Car Parking Charges : One Car @ per1000sft Super built up area is free of charge.
for additional car parking charges @ Rs. 1500/- per car per month are payable by the lessee.
5. Electricity charges
- (a) APCPDCL
- Fixed charges : Rs. 250/- per KVA per month for Power allotted.
- Variable charges : Rs.4.80 per actual unit consumed or minimum 50 units per KVA of Power allotted.
(The above charges are subject to revision as per the guidelines of APCPDCL from time to time.)
- (b) DG Set Power Charges
- Fixed charges : Rs.150/- per KVA per month for 100% of the Power allotted.
- Variable charges : Rs.13.00 per actual unit consumed which will be divided On prorata basis among the parties allotted. (Separate meter has been fixed in the auto synchronizing panel attached with D.G. Set.)
(The above charges for D.G. Set Power are subject to revision by NSIC from time to time.)

Note: - Power load shall be allotted @14 KVA for every 1000 sq. ft. of super built-up area which work out to 32 KVA.

(Signature of the Tenderer or its authorized Persons with Office Stamp)