

## SHILPARAMAM ARTS, CRAFTS & CULTURAL SOCIETY

Madhapur, Hyderabad – 500 081

### A. Operation of Food Courts at Shilparamam, Hyderabad on lease for 9 Months:

The Shilparamam at Madhapur, Hyderabad, proposes to lease the space for Food Courts on "as is where is" basis on prefixed rates for food items with fixed quantities for a period of **9 Months** from **01-03-2024**. The contract period commences from the date of handing over the premises physically to the awardee.

Sealed tenders are invited from the reputed Hoteliers and Restaurateurs with proven track record in 'Hospitality Sector' in operating Food Courts / Restaurants to Operate and Maintain the Food Courts at least for Five years as per the terms and conditions laid down in the Tender Document. The Hoteliers/Restaurateur who are operating or have operated Food courts in the Malls, Multiplex theatres, IT company office premises, corporate company offices and any other reputed public places and venues only are eligible to apply.

### B. Tender Schedule:

Sale of Application Form	: 25-02-2024 to 29-02-2024 before 01:00 PM
Date of Submission of Tender Document	: 29-02-2024 before 03:00 PM
Date of opening of the Tender	: 29-02-2024 at 4:00 PM
Cost of the Tender Document	: Rs. 1,000/-

The locations of Food Courts with the list of items to be served on the basis of Tender are indicted below.

SL. NO.	PARTICULARS	LOCATION & AREA	FOOD ITEMS PERMITTED	EMD IN RS.	MINIMUM EXPECTED RENT MONTHLY LICENCE FEE.
1	<b>Food Court – I</b> Area: 300 Sft. With 200 Sft. Work area at the back side	Near Main Gate Area Adjacent to Stalls	Chat Items, MirchiBajji, Jalebi, Badam Milk (Hot) & Water Bottles	50,000	1,50,000
2	<b>Food Court – II</b> Area: 300 Sft. With 200 Sft. Work area at the back side	Near Main Gate Area Adjacent to Stalls	Dosa, Idly, Wada, Poori, Poha, Chapathi, AluBajji & Except MirchiBajji, Tea & Coffee and Water Bottles	50,000	1,00,000
3	<b>Food Court – III &amp; IV</b> Area: 120 Sft. each	Near Boating Waterfall	Bakery items (Only Vegetarian): Pizzas, Burgers, Pups, Sandwich, Big Samosa, Rolls, French Fry, Cakes, Pastries, Butter Milk, Badam Milk, Flavoured Milk, Cool Drinks, Ice Creams & Water Bottles	50,000	1,50,000

4	<b>Food Court – VI</b> Area: 120 Sft.	Near Boating Water Fall	Dosa, Idly, Wada, Poori, Poha, Chapathi, AluBajji & Except MirchiBajji, Tea & Coffee and Water Bottles	50,000	30,000
5	<b>Food Court – VII</b> Area: 120 Sft.	Near Boating Water Fall	Chat Items, MirchiBajji, Jalebi, Badam Milk (Hot) & Water Bottles	50,000	50,000
6	<b>Food Kiosks – VIII</b> Area:	1) Near Main Gate Area Adjacent to Stall (area : 170 Sft.) 2) Back side area of Mysore Stall (area : 200 Sft.) 3) Near Children Play area (Area : 90 Sft.)	Popcorn, Sweet Corn & Water Bottles	50,000	1,50,000
7	<b>Food Court – IX</b> Area: 200 Sft.	Back side area of Mysore Stall	Tea, Coffee, Cookies, Biscuits, Small Samosas, Soup & Water Bottles	50,000	50,000

**Note:** 1)The Shilparamam will be at liberty to run Food Courts or Restaurants in its premises if so required during Festivals & Special Occasions.

### C. Eligibility Criteria:

- a) The applicant should be a reputed Hotelier / Restaurateur with 5 years experience and should have operated or operating Food courts in the Malls, Multiplex theatres, IT company office premises, Corporate company offices and in any other reputed public places and Venues.
- b) The applicant should have valid Food licenses and other statutory permissions if any.
- c) The **applicant should not be a defaulter to Shilparamam or have any outstanding dues either or to any other Government Department to Shilparamam** or indulges in any dispute with Shilparamam on previous agreements.
- d) **Financial Criteria:** A minimum average annual turnover of Rs. 50.00 Lakhs per annum for the last three years for each one of their Food Court outlets / unit as described above. Certified balance sheets of the respective financial year to be attached.

### D. Terms & Conditions:

- 1) **Checklist of documents to be submitted along with the Tender for Food Courts:**
  - a) Aadhar Card
  - b) Audited statements of the firm for the last Three years (2020-21, 2021-22, 2022-23).
  - c) Copies of the Food Licences and other statutory permissions if any.

- d) Copies of PAN card and Income Tax Returns for the last three years.
  - e) Copies of Registration of GST in their name.
  - f) EMD amount in shape of a Demand Draft drawn in favour of **Special officer, Shilparamam**, payable at Hyderabad.
  - g) Proof of experience of operating Food Courts in the Malls, Multiplex Theatres, IT Company Offices, Corporate Company Offices and in any other reputed Public Places and Venues. Copies of Work Orders / Agreements shall be enclosed.
- 2) The period of agreement is for Nine Months (9) from **1<sup>ST</sup> March, 2024 to end of November, 2024. (or from the date of actually handing over physical possession of the stall)**
  - 3) The monthly license fee (lease amount) for each Food Court to be submitted in the Commercial Bid is applicable for all months inclusive of the periods of Melas and Festivals. However, the Applicants should note that the Shilparamam will be at liberty to allot during the Melas and Festivals, Food Kiosks to others at 5 to 8 different places to cater the requirement of large number of visitors during such periods. The Tenderers can also bid for those extra kiosks proposed to be leased during the Mela time. The Food items permitted to be sold here in can also be a repeat in the Melas& Festivals proposed to be let out during the period. The lessee shall not have any right of objection.
  - 4) The Tender documents are not transferable. The cost of the tender documents will not be refunded under any circumstances.
  - 5) The Technical Bid shall be accompanied by a demand draft drawn in favour of **Special Officer, Shilparamam** payable at Hyderabad towards Earnest Money Deposit as indicated in Para B.
  - 6) The tenders not accompanied by EMD or insufficient EMD or incomplete tenders will be summarily rejected.
  - 7) The tenders of persons who were defaulters of Shilparamam or any arrears are due to Shilparamam and the persons having criminal record, personas whose earlier license was cancelled for violation of terms and conditions of license and indulged in disputes with Shilparamam on any grounds and has been noticed that it is not maintaining hygienic conditions or indulging to charge exorbitant rates from the customers than notified are liable to be summarily rejected and evicted. And if it comes to the notice of the licensor at a later date that a particular licensee is having any of the above disqualifications, then the license issued will be cancelled immediately without any notice duly forfeiting the Security Deposit.
  - 8) Opening and finalization of the tenders shall be subject to such other further conditions as may be specified at the time of opening of tenders.
  - 9) The authority nominated to decide the tender's reserves the right to postpone or cancel the entire process of opening of tenders, the right to change the venue of opening of tenders and also a right to reject any tender without assigning any reasons.

- 10) The Commercial bid will be opened only after evaluation of the Technical Bid
- 11) The GST has to be paid by the allottees as per Government rules in addition to the lease amount payable by the successful Tenderers.
- 12) No subletting of the allocated area to third person will be allowed and if it is noticed as such the allotment will be cancelled and he will be evicted from the premises without further notice forfeiting the Security Deposit.
- 13) The Food Courts will not be allowed to run without the statutory licenses as per the existing laws.
- 14) The Tenderer should quote the lease amount per month both in figures and words in the financial Bid of the Tender form Overwriting, erasers, alternations in the tendered rates will not be admitted unless they are attested by the dated initials of the Tenderer. The Financial quote shall consist of monthly royalty that will be paid to Shilparamam as a fixed amount in absolute terms.
- 15) The highest Tenderer shall subject to acceptance by the Shilparamam pay monthly rentals to Shilparamam to run the Food Court in the specified area in respect of which tender is made by 5th of succeeding month.
- 16) The right to accept or reject the highest tender lies with the Management.
- 17) The highest tender by itself will not confer any right to the Tenderer unless his tender is approved by the Management.
- 18) After acceptance of the successful Tenderer, a letter of allotment will be issued.
- 19) The successful Tenderer shall pay security deposit amount equivalent to 3 months rentals before the date of allotment of stall. If the successful Tenderer fails to submit the security deposit amount before the handing over the stall , the letter of allotment will be cancelled duly forfeiting the EMD besides initiating action to realize the expenditure incurred by Shilparamam for calling of tenders, paper notification etc. as may be considered appropriate.
- 20) After fulfilling the conditions of letter of allotment, an agreement will have to be executed by the successful bidder who will become the contractor for operating the food court and to prepare and vend food items, beverages at the rates approved by Shilparamam subject to agreement conditions. No new items shall be put to sale without prior permission of the Shilparamam. For violation of any conditions, Management can impose penalty or forfeit the Security Deposit or terminate the agreement without notice.
- 21) Though, the tender is for a period of Ten Months (9) from March, **2024 to end of November, 2024**. The Shilparamam can cancel the agreement at any time prior to expiry of the agreement period for valid reasons giving one month's notice.
- 22) The agreement is only a permission to prepare and sell the food items and beverages mentioned at the rates approved by the Management. Possession of the premises always remains with the owner i.e. Shilparamam.
- 23) The business of preparation and vending of the Food items as above shall be strictly confined in the area specified in the order and shall not in any case and in any manner be extended beyond the area so specified.

- 24) The monthly rentals shall be payable by 5th (Fifth) of the succeeding month. In case of non-payment of rentals by the said date, the contract is liable for cancelation.
- 25) The contractor shall be liable to pay separately the charges in respect of Electricity and Water, if any supplied, as per the demands raised by Shilparamam within seven days from the date of receipt of such demand, failing which the said connections shall be liable to be disconnected without any further notices. Shilparamam will not be held responsible for any shortage in production, general failure in power supply and also in the water supply during the unforeseen circumstances. The contractor has to make his own arrangements during that period. The contractor is not entitled to claim any damages or reduction of monthly rentals.
- 26) The contractor shall not put up banners or advertise the product on sale or erect or install any permanent or temporary structures or fixtures in the Food Court area. The contractor shall not in any manner alter or cause damage to the structure etc., in the Food Court area in which they are permitted to do business (prepare and vend food items / beverages). Such alterations or damages if any shall render the agreement liable for cancellation without further notices apart from the contractor being required to compensate the Shilparamam, for such alternations/damages as per the valuation made by the Shilparamam.
- 27) The contractor will be permitted to put up a name board in front of the food courts as per the design approved by Shilparamam.
- 28) **The contractor shall maintain the premises of the Food Court area in a clean and hygienic condition.**
- 29) All Food items to be served in the Food Court should be of very high standard and good quality prepared and served hygienically.
- 30) The contractor shall be permitted to use only L.P. Gas / Electricity for preparation of food items and beverages. All other types of fuel are prohibited from being used in the Food Court premises.
- 31) The agreement will be between Shilparamam & Contractor whose bid is accepted and the **agreement is not transferable or to be sublet to other persons, or agencies** heritable under any circumstances. The contractor shall not either directly or indirectly grant sub license in favour of any third party and shall not allow hawker to do their trade in the premises. There shall under no circumstances be any subletting of the premises.
- 32) The contractor shall prepare and vend food items and beverages specified as per the timings (usually from 10:30 AM to 8:00 PM) which may be specified by the Shilparamam from time to time. He shall display the rates of each Food item in front of the Shop.
- 33) The contractor shall not keep the Food Court closed during the agreement period under any circumstances without prior permission of Shilparamam.

- 34) Shilparamam reserves for itself the right of entering into the Food Court premises and inspection by the staff of Shilparamam authorized in this regard or any independent agency nominated by Shilparamam at any time during the agreement period.
- 35) Contractor shall install and maintain at their expense the appropriate Fire Fighting Equipments that shall be specified by Shilparamam and Fire Services Department in the Food Courts premises during the agreement period and will take and be responsible for taking all safety measures to secure public life and property.
- 36) The contractor shall not be entitled for allotment of any accommodation in Shilparamam other than the Food Courts area provided for running the Food Courts. Only staff authorized by Shilparamam will be allowed to operate the Food Courts and they will not be allowed to stay either in the Food courts or in the premises after the hours of business.
- 37) The contractor shall be responsible to the acts of his employees under all relevant laws.
- 38) That the Agency shall operate the allotted Food Court within the allotted area and prepare and vend food items, beverages at the **rates approved by Shilparamam** subject to agreement conditions. No new items shall be put to sale without prior permission of the Shilparamam. The Menu clearly showing the rates of each Food item shall be displayed prominently in the Food Court. All the packed items like Water Bottles, Cool Drinks, Ice Creams etc., shall be sold only at the MRP printed on such packed items.
- 39) Minors should not be employed in the Food Courts.
- 40) The Food Court operator and his staff should obtain temporary ID Cards for entry in to Shilparamam.
- 41) The Food Court operator and his staff should be courteous to the visiting Public and staff of SHILPARAMAM and conduct the business in a disciplined way.
- 42) The contractor shall be responsible for clearance of garbage and waste material and keep the premises meticulously clean and tidy. They have to make own arrangements for the disposal of the garbage and waste to a suitable place. The contractor shall not in any manner what so ever, encroach upon the space of area around the Food Courts area. If Shilparamam notices any encroachment, Shilparamam will have the right to remove the encroachment instantly.
- 43) The contractor has to submit the following from the date of receipt of the letter of allotment.
  - a) Letter of Permission / Registration / Authorization required to run the said trade as per laws in force as per GST Act.
  - b) Food Licence from GHMC and such other permission or license required under various provisions of law.
  - c) A Non judicial stamp paper worth of Rs.100/- for entering in to an agreement.
  - d) Security deposit as specified in the letter of allotment within one week, otherwise the allotment will be cancelled.

- 44) The agreement is subject to such other terms and conditions as may be specified from time to time by the Shilparamam and the contractor shall abide by such further terms and conditions.
- 45) Shilparamam shall have the right to impose penalty to cancel the agreement immediately duly forfeiting the security deposit if the contractor.
  - a) Violates the terms and conditions of agreement.
  - b) Sells the food items / beverages at the rates higher than the rates fixed by Shilparamam.
  - c) Sells the food items that are not approved by Shilparamam.
- 46) The contractor shall use equipment and raw materials of good standard and employ trained personal possessing necessary certificates issued by a competent authority to run modern kitchen equipment.
- 47) The contractor shall receive all the communications sent to him to the address of the Food Court premises. In his absence, he must authorize by a letter any one available in the premises to receive the communications sent by the owner (Shilparamam). If the contractor or authorized persons are not available in the Food Court premises, the notice will be affixed to the main door of the Food Court. It will be deemed as received by the contractor.
- 48) The contractor has to pay the rentals for the closing period also in case the management closes the Food Court for violation of Terms & Conditions.
- 49) All the required material by the contractor shall be brought inside the premises before 2:00 PM. Vehicles will be not allowed after 2:00 PM.
- 50) All movables such as kitchen equipment and Restaurant furniture shall be at the cost of contractor.
- 51) Any taxes applicable shall be collected from the customers over and above base price and shall be remitted to the concerned department by the contractor.
- 52) The contractor has to follow the laws laid by the Government from time to time.
- 53) The Food Court is meant for the visitors of the Shilparamam only. General public without proper entry ticket will not be allowed in to the Food Court.
- 54) All the staff shall follow the dress code prescribed by the Shilparamam and shall carry proper identity cards issued by Shilparamam.
- 55) All the vehicles of the staff shall be parked in the designated parking areas by paying suitable parking fee.
- 56) Shilparamam reserves the right to provide Drinking water at free of cost or at nominal rate for the visitors.
- 57) The intending Tenderers are requested to visit all the Food Courts in Shilparamam premises and assess for themselves about the market potential before submitting the Tender.
- 58) The Tenderer must sell their allotted items only in their Food Court, other than items shall not allowed.

- 59) The Food Court rental amount as quoted by them must be paid before the allotment is made , if not paid the Food Court allotment will be cancelled.
- 60) The Food Court should run in the allotted place only. If the Food Court runs in beyond the allotted place the Food Court allotment will be cancelled.
- 61) If there are complaints either from the food inspecting officers of the MC and from the public about the Quality of food and unhygienic maintenance allotment will be cancelled and will be got vacated besides forfeiting the deposited amount.

Signature of the Tenderer

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