



Dr. ShivaramaKarantha Pilikula NisargaDhama

MoodusheddePost, Mangaluru-575028

COST OF TENDER DOCUMENT -Rs. 2,000/-

Tender Document No: PND:CR/ 68/Tender /2015-16/2.6.2018

SUBJECT: LICENSE FOR "PILIKULANON-VEGETARIAN RESTAURANT"IN DR. SHIVARAMA KARANTHA PILIKULA NISARGADHAMA" MANGALURU

TENDER SET COMPRISES OF:

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SOLD TO:

Sold Date:

(SIGNATURE OF ISSUING AUTHORITY)

Dr. ShivaramaKarantha Pilikula NisargaDhama

Mangaluru

Date: 2.6.2018

NOTICE INVITING TENDER(NIT)

1. Tenders in the prescribed form duly sealed are hereby invited for granting license for Pilikula Non-Vegetarian Restaurant at Dr. ShivaramaKarantha Pilikula Nisargadhama(Dr.SKPNPND)

Sl. No.	Name of Facility & Location	Space in sq.ft.	EMD (Rs.)	Period of License	Minimum Reserved License Fee per month (excluding GST)
A	Pilikula Non-Vegetarian Restaurant near Amphitheater at Dr. ShivaramaKarantha Pilikula Nisargadhama	Basement Floor 6896.30Sqft	15,000.00	5Years	Rs.10,000.00

The parties fulfilling the following criteria are eligible to participate in the tender.

- a) Three years Experience of running a non-vegetarian Restaurant or non-vegetarian catering during the last seven years.
- b) The party should have minimum annual turnover of Rs. 25.00. Lakhs (Rupees Twentyfive Lakhs only).
 - i). Self certified details of Gross Turnover be submitted by the party in Envelope 'A' along with other specified documents.
 - ii) Qualifying turnover specified in the tender notice should be at least 50% from the same kind of business.
 - iii) The turnover criteria should be in any of the last 5 financial years.
 - iv) The turnover details should be duly self attested by a Chartered Accountant.
2. Only one tender document shall be sold to a single party either a firm or an individual. The proprietor of more than one company or firm will be considered as single party and one legal entity. PAN Card will determine the single entity criteria. Hence will be the basis for decision.
3. In case the information submitted by the tenderer is found to be incorrect/false, at any stage, tender of such party will be rejected and Earnest Money Deposit (EMD) will be forfeited.
4. Tender document indicating full details of the license are available on payments of Rs. 2,000/- by D.D in favour of Executive Director, Dr.SKPNPND, payable at Mangaluru on any working day from **20.6.2018 to 30.6.2018 upto 3.00p.m.** in the Office of the Executive Director, Dr.SKPNPND, Moodushedde Post, Mangaluru -575028.

The Schedule of Sale of tender documents, date of Receipt of documents, date of opening of technical bid is furnished below:

Period of Sale of Tender	Last Date & Time of	Date of Opening of tenders
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Document	Receipt of Tender	
From 20.6.2018 to 30.6.2018 upto 3.00 PM.	30.6.2018 upto 4.00 PM.	30.6.2018 at 4.30 PM.

Tender documents can also be downloaded from Dr.SKPND office Website www.pilikula.com. The party Shall pay the prescribed cost of Tender document by Demand Draft on or before submission / dropping of bid documents.

An additional amount of Rs.100/- (Rupees one hundred only) may be sent by DD in case of Tender Form is required by post. However Dr.SKPND is not responsible for the postal delay / misplacement during the transit.

5. Tender documents (Master Envelope having Envelope 'A' and 'B' separately) duly completed in all respects should reach either by Registered post or in person at the above address on or before the dates and time mentioned in **Para No. 4** above, positively. **The Envelope 'A' & 'B' of the tenderers shall be opened as per schedule given above in the presence of the interested tenderers or their authorized representatives.** Tenders received after due date & time stated above shall not be entertained under any circumstances. Dr. SKPND will not be responsible for any postal delay or misplacement of tender documents submitted by post.
6. In addition to License Fee etc., Licensee is liable to pay necessary GST as per prevailing rules.
7. Dr.SKPND reserves to itself the right to reject the conditional tenders without assigning any reason thereto.
8. Dr. SKPND reserves its right to reject any or all the tenders without assigning any reason thereof and to call for any other details or information from any of the tenderer(s).
9. Dr. SKPND reserves its right to withdraw the tender and to add, delete or alter any of the terms of this tender.

GENERAL INFORMATION/GUIDELINES

1. Tender documents are not transferable.
2. "Technical Bid" must be sealed in Envelope 'A' and Financial Bid in sealed Envelope 'B' and both the Envelopes are to be sealed in Master Envelope. Master Envelope must be super scribed as **“TENDER FOR PILIKULA NON- VEGETARIAN RESTAURANT”**.
3. **The Envelope 'A' (Technical Bid)**, which shall be opened first, shall contain the basic documents In the same order specified as under:
 - a) Details of the concern and legal status that is whether it is sole proprietor, partnership firm or a company under the Companies Act.
 - b). Self-attested copies of the PAN card.
 - c) GST Registration certificate with latest monthly statements.
 - d) In case any or all the provisions mentioned above are not applicable, the party should give a declaration to that effect. Non submission will not be considered as exemption. Dr.

SKPND reserves the right to confirm the legal applicability of the provisions before accepting the declaration of non applicability as submitted by the party.

- e). Copies of (duly audited and certified by a chartered Accountant) Profit and Loss Account/Balance sheet of sole proprietor concern or a partnership firm. Annual Report in case of a company as per the companies Act.
- f). Self attested copies of Memorandum and Articles of Association in case of Companies and Partnership deed in case of firms.
- g). **Earnest Money Deposit of Rs.15,000.00** should be in the form of Pay order / Demand Draft drawn in favour of Dr.SKPNDD payable at Mangaluru.
- h). Self certified details of Gross Turn Over for an amount of Rs.25.00 Lakhs. Out of which 50% of Gross Turn Over (GTO) should be from the relevant business for which the facility has been tendered.
- i. Form of unconditional acceptance duly signed.
- j). Experience Criteria.Documentary proof for experience(self certified).

4. The facilities already existing in the Pilikula Non -Vegetarian Restaurant may be inspected before submission of tender.

- 5. Dr.SKPNDD reserves the right to verify, refer any document to the concerned authority for confirmation from case to case basis. Mere submission will not bind Dr.SKPNDD to accept the documents as valid for opening of financial bid.

6. Envelope B (Financial Bid)

- a) The envelope B should contain only the financial bid in the approved form. **(Vide Page 6& 7 of Tender Documents)**
 - b) The amount of license fee should be conspicuously written both in figures as well as in words. Any over-writing, correction or insertion should be duly signed by the authorized signatories of the tenderer(s).
 - c) In case of discrepancy between the amount offered in figures and words, the offer written in words will only be considered.
- 7). Tenderer(s) should clearly indicate the name & address of their Firm/Company/Individual, as the case may be, on both the Envelopes.
- 8) It may be noted that the Earnest Money Deposit of the successful bidder may be forfeited and the bidder may be debarred for further participation because non-completion of the following
- a) Acceptance of the offer within 7days;
 - b) Payment of advance license fee for one month within 7days from the date of receipt of the award letter.
 - c) **Security Deposit of 4 months license fee**(inclusive of EMD) at the time of execution of Agreement.
 - d) Execution of the Agreement within 15 days from the date of receipt of the award letter.

- e) Commencement of the facility within 30days from the date agreement.
9. All the above guidelines will form part & parcel of the Notice Inviting Tenders (NIT).
10. Dr. SKPND reserves itself the right to extend the date of receiving/opening of the bids as well as to extend the validity of the tender.
11. Dr. SKPND reserves right to reject any or all tender(s) in part or in full without assigning any reason.
12. The license shall be **valid for 5 years only**. However, the licensor on his discretion may extend the license year to year basis for maximum further period of two more years, subject to however on fully satisfactory operation of the Pilikula Non-Vegetarian Restaurant by the licensee as per the agreed terms and conditions without any complaints from the staff or general public. In the event of the renewal of license period, the license fee shall be increased at 20 % when the license is so renewed. The agreement is liable to be cancelled at any time, if the licensee fails to abide by this terms and conditions.
13. The licensee shall comply with all and every requirements of the various statutory authorities for providing services for running the Pilikula Non-Vegetarian Restaurant.
14. Provided nevertheless that this agreement may be terminated by either party giving the other not less than 3 calendar month's notice in writing in that behalf without assigning any reason there of for which no damage or compensation shall be claimed by either party.
15. If the licensee makes default in payment of license fee /any dues he is liable to pay to the licensor simple interest @ 12% from the date of default to that of actual payment. If default of payment of license fee for consecutive 3 months, the license will be terminated.

License for Pilikula Non-Vegetarian Restaurant at
Dr. Shivarama Karantha Pilikula Nisarga Dhama

Tender Set Number

FORM OF TENDER

1. Tender for : **Pilikula Non-Vegetarian Restaurant**
2. Period of License : **5 YEARS**
3. Minimum Reserved License Fee : Rs.10,000.00.-per month (Excluding GST)
4. Name & Address of the tenderer : _____
(in block letters)

5. Status of the tenderer (Proprietorship/ Partnership/Limited Company _____)

6. Name of proprietor, partners/ Managing Director as the case may be, to be indicated. _____

7. Offer of the license fee per month
Rs..... (in words Rupees
-----)

8. I/We have carefully read and understood the terms and conditions of the license as contained in Tender Documents issued by the Dr. SKPND including the following:

- a) Earnest Money Deposit of Rs.15,000/- .is liable to be forfeited by Dr.SKPNDis I/We do not accept the award or do not fulfill any of the conditions stipulated in tender documents, within the prescribed time.
 - b) In case the documents submitted by my/our firm along with tender are found inadequate/false/incorrect, the tender of my/our firm will liable to be rejected without assigning any reasons. In addition, Dr.SKPNDis reserves its right to forfeit the EMD of my/our firm and debar my/our firm from participation in the further tender of Dr.SKPNDis.
- 9) Dr.SKPNDis reserves itself the right to reject the conditional offer without assigning any reasons thereto. Dr.SKPNDis does not bind itself to accept the highest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to provide the service at the rate quoted.

Signature of the Tenderer _____

Name _____

Address _____

Tel No (Office) _____

E-mail.ID _____

Residence _____

Signature of the Witness Name & Address

1.

2.

**License for Pilikula Non-Vegetarian Restaurant at
Dr. Shivarama Karantha Pilikula Nisarga Dhama**

ACCEPTANCE LETTER

TO

The Executive Director

**Dr. Shivarama Karantha Pilikula Nisargadhama
Moodushedde, Mangaluru - 575028**

**ACCEPTANCE OF TENDER CONDITIONS OF PILIKULA NON-VEGETARIAN
RESTAURANT AT Dr. SHIVARAMA KARANTHA PILIKULA NISARGADHAMA**

Sir,

1. The tender documents for the Pilikula Non-Vegetarian Restaurant at the Dr. SKPND have been provided to me/us by Dr. SKPND and I/we hereby certify that I/We have inspected the site and read the entire terms and conditions of the tender documents made available to

me/us which shall form part of the contract agreement and I/We shall abide by the conditions /Clauses contained therein.

2. I/We hereby unconditionally accept the tender conditions of Dr.SKPNP tender documents in its entirety for the above facility.
3. The contents of Clause of Notice Inviting Tender of the Tender Documents have been noted wherein it is clarified that Dr.SKPNP reserves the rights to reject the conditional tenders without assigning any reason thereto.
4. The D.D/Bankers Cheque towards the required Earnest Money Deposit for this facility is enclosed herewith.

Yours faithfully

Date : 2018

Signature of Tenderer With seal/rubber stamp)

SUBJECT: LICENSE AGREEMENT

AND WHEREAS the Dr. ShivaramaKarantha Pilikula Nisargadhama(Dr.SKPNP) is agreeable to grant the license to run the Pilikula Non-Vegetarian Restaurant; THIS AGREEMENT made this _____day of _____ two thousand sixteenbetween Dr.SKPNP,the registered Society having its office at Moodushedde Village, Mangaluru represented by its Executive Director herein after called the Dr.SKPNP of the one part and _____represented by -----of the other part, hereinafter called the 'Licensee' (which term shall unless excluded by or is repugnant to the context, be deemed to include its heirs, representative successors and assigns of the Licensee of the other part)

WHEREAS Dr. SKPNP is entitled to grant license atDr.SKPNP for the purpose of runningPilikula Non-Vegetarian Restaurants to provide amenities and facilities to the visitors and is in possession of space, more fully described in the schedule hereunder and in the plan annexed to this agreement, hereinafter referred to as the premises.

WHEREAS the Licensee is desirous to render the services to Dr.SKPNP on the terms & conditions mentioned hereunder;

NOW, THEREFORE, this indenture witnesseth:

1. That the license for the said facility shall be valid for the period of orYears from _____to _____ unless terminated earlier on account of following :

- (a) By giving **three calendar months** notice in writing from either side without assigning any reason.
- (b) Terminated by Dr.SKPND on a short notice on account of un-satisfactory performance.
- (c) Termination on expiry of the specified time period allotted for unresolved internal dispute resolution.
2. That in consideration, Licensee shall pay the license fee every month on or before 5th.

Year	Amount of the Monthly License Fee	Additional Percentage/

3. Licensee will have a separate meter for electricity consumption and also water consumption. The Licensee shall have to provide his own meter(s) for the water consumption, failing which Licensee shall be billed on assessed consumption. In default of payment of said charges, the Dr.SKPND may without prejudice to its other rights disconnect or cause to be disconnected the water to the said premises without any notice and the Licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.
4. That the licensee shall pay all sales assessments, out goings and other taxes as leviable on licensee in 'Laws'.
5. That the Licensee shall make payment of License fee etc. by cheque/demand drafts drawn on local banks. No outstation cheque shall be accepted in payment of license fee etc.
6. That in the event of failure to pay the license fee and other charges by due dates **simple interest @ 12 % per annum** is payable on all delayed payments without prejudice to Dr.SKPND other rights and remedies.
7. That the Licensee shall deposit a Security Deposit of 4 months license fee in the form of Demand Draft/ Pay order drawn in favour of Executive Director Dr.SKPND. In the event of the Licensee committing any breach of the terms & conditions of the license agreement, Dr.SKPND may without prejudice to other rights and remedies be entitled to forfeit the Security Deposit or any part thereof. In such an event he shall pay in the same manner as stated above such additional sum immediately as he may be called upon by Dr.SKPND to pay, so that the Security Deposit shall at all times during the continuance of these presents, be for the same amount. On the expiration or earlier determination of the license Dr.SKPND shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to him, without interest.
8. That the Licensee shall equip himself with all necessary permits licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject license.
9. That the Licensee shall maintain such regular and proper account books along with other supporting documents regarding sales effected by the Licensee in the said premises and said

accounts/ documents shall all the times be kept open for inspection by Dr.SKPND in such manner as may be prescribed. The Licensee shall provide to Dr.SKPND if so required by Dr.SKPND statements of audited accounts in such manner and within such period as the ExecutiveDirector may prescribe. Licensee shall be liable to share invoicing details live with Dr.SKPND

- 10. That the Licensee shall have no objection to Dr.SKPND for granting any other License for similar facility at Dr.SKPND project area where the Licensee is rendering such services.
- 11. That Dr.SKPND shall provide bare space for the subject services and other expenses of any kind for establishment and rendering of the services shall be incurred by the licensee.
- 12. That Licensee shall operate the subject facility by charging the rate from users, as may be approved in advance by Dr.SKPND The license shall exhortthe said approved charges at a conspicuous place inside the licensed premises.
- 13. The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Dr.SKPND.
- 14. The licensee shall not terminate the license before the expiry of the period of the license except by giving **three calendar months** notice in writing, otherwise the Licensee shall be liable to pay to Dr.SKPND (without any demur or question) such amount of money as Dr.SKPND may decide as due to it by the Licensee. The license can be terminated by Dr.SKPND by giving 30 days notice in writing without assigning any reason thereto.
- 15. In the event of any default, failure, negligence or breach, in the opinion of Dr.SKPND on the part of the Licensee in complying with all or any of the conditions of the license agreement, the Dr.SKPND will be entitled and be at liberty to terminate the license forthwith and resume possession of the premises without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the licensee for due performance of Agreement.

SIGNED BY: Executive Director
Dr. SKPND

IN THE PRESENCE OF:

WITNESS:Signature with Name & Address

1)

2)

SIGNED BY _____ FOR AND ON BEHALF OF _____ IN
THE PRESENCE OF:

WITNESS: Signature with Name & Address

1)

2)

SCHEDULE OF PREMISES:1. **Pilikula Non-Vegetarian Restaurant Building**

Pilikula Nisarga Dhama near Open Theater, Opp: M/s G.M. Amusement and water park (Manasa)

i) Basement floor - 6896.30 Sq.ft.

1. Purpose: Running Pilikula Non-Vegetarian Restaurant

GENERAL TERMS & CONDITIONS

Dr.SKPND hereby covenants with the Licensee as follows:

1. The Licensee paying the license fee and performing the covenants herein contained and on his part to be performed shall and may peacefully possess and enjoy the premises with use of the ways, paths and passages as aforesaid during the said term without any lawful interruption from or by Dr.SKPND or any person claiming under Dr.SKPND.
2. (a) The Licensee shall not, unless with the written consent of Dr.SKPND create a sub-contract of any description with regard to this license or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his license or any part thereof.
(b) The Licensee shall use the premises only for the purpose indicated in this Agreement and for no other purpose whatsoever.
3. (a) The Licensee would be required to install adequate number of (as may be decided by the Executive Director, Dr.SKPND depending upon the area of the licensed premises) fire extinguisher in the licensed premises at his cost before commencement of business.
(b) No loud speakers/record playing etc. to be used in the licensed premises.
4. The Licensee shall sell articles in the premises at prices which shall be marked on the articles or on tags attached thereto and it shall not be in excess of the retail prices/fair prices fixed by the manufacturers or Government or any other local Dr.SKPND whichever is lower or controlled price in case such controlled price has been fixed by any authority and in all other cases, not exceeding the reasonable market rates for similar goods.
5. It shall be obligatory for the Licensee to keep in stock and in case they are intended for distribution, distribute the same and display, literature, produced and released by the Executive Director, Dr.SKPND and/ or Tourism Department of the Central Government or of the State Government within whose jurisdiction the Dr.SKPND is situated on such terms & conditions as may be fixed by the Executive Director, Dr.SKPND or said Tourist Department.
6. The Licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the Executive Director, Dr.SKPND.

7. The Licensee shall not at any time enter the basement floor and use it for any other purpose.
8. On expiry of the license period or on termination of the license by the Dr.SKPND on account of any breach on the part of the Licensee, the Licensee shall deliver the possession of the premises in good condition and in peaceful manner along with fittings, equipment and installations, if any, provided by the Dr.SKPND.
9. The license herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space/ building(s)/ land/ garden/ tank/ premises to or in favour of the licensee but shall be construed to be only as a license in terms & conditions herein contained.
10. TARIFF RATES: Intention of Dr.SKPND is to provide quality services at a reasonable rate. The tenderer is expected to maintain tariff rates comparable to those prevailing in the town/city. Rate list should be submitted to Dr.SKPND for record. The rates are to be displayed in the Pilikula Non -Vegetarian Restaurant. Packaged items are not to be sold above the printed market Retail Price
11. The Pilikula Non-Vegetarian Restaurant is to be kept open for the period as directed by the Executive Director from time to time
12. To keep the premises in a clean and tidy condition and open to inspection to the satisfaction of Executive Director.
13. The selected tenderer will confine the catering facilities to the Pilikula Non-Vegetarian Restaurant (Basement floor) premises only. The selected tenderer shall have no claim for monopoly. But he will provide catering facilities at other area or outside the area as may be necessitated by demand or as so desired by the Executive Director, Dr.SKPND.
14. The license shall not erect or install any temporary structures or fixtures inside the Pilikula Non-Vegetarian Restaurant premises or outside without written approval of the licensor.
15. The licensee understands that it shall be responsibility of the licensee to provide accommodation for its employees as it desires, without creating nuisance and without causing changes to the building and without sacrificing the hygiene.
16. The Licensee is fully responsible to pay to the worker's salary and other dues in accordance with law and shall satisfy the Dr. SKPND about the compliance with the labour laws. Licensee shall indemnify Dr. SKPND if any untoward claim befalls on Dr. SKPND on account of any neglect or default of the Licensee.
17. The Licensee understands that the obligation undertaken being mere permission to carry on the business as per terms of the tender the Licensee will abide by any directions or instructions that may be issued by Dr. SKPND from time to time on any matter touching the license or business of licensee.
18. The Licensee understands that the terms and conditions of this license are open to change, amendment or alteration as may be desired and determined by Dr. SKPND and the Licensee will obey the same without raising any objection or without questioning the authority of Dr. SKPND to do so.
19. At the end of license period or sooner upon its termination the Licensee will stop carrying on business, remove all his materials and goods and vacate his workers and keep the premises

vacant for the immediate occupation of Dr. SKPND. It is understood that Dr. SKPND shall be entitled to lock the premises and take possession of the same for which the Licensee undertakes not to challenge in court or before any other authority.

Executive Director