



**No:PND:CR:92/Tender/2020-21/29.12.2020**

**TENDER DOCUMENT**

**TENDER THROUGH E-PROCUREMENT**

**FOR OPERATION & MAINTENANCE OF VEGETARIAN RESTAURANT,  
NON VEGETARIAN RESTAURANT AND GUEST HOUSE**

**AT DR.SHIVARMA KARANATHA PILIKULA NISARGADHAMA**

**To**

**O/o The Executive Director,**

**Dr. Shivarama Karantha Pilikula Nisargadhama**

**Moodushedde, Mangaluru-575 028**

## 1. PREFACE:

Tenders are invited through e-procurement by Dr. Shivarama Karantha Pilikula Nisargadhama (hereinafter referred to as 'Dr.SKPNP') on behalf of the the Executive Director or by its successors under Two Bid System i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Companies/Firms/Agencies for **operation and maintenance of Vegetarian restaurant, Non Vegetarian restaurant and Guest House** at Dr. Shivarama Karantha Pilikula Nisargadhama located at the address mentioned below for five years (extendable to further two years) on the terms and conditions mentioned in the tender document.

## 2. NAME AND ADDRESS OF THE AUTHORITY OR ITS SUCCESSORS

The Executive Director,  
Dr. Shivarama Karantha Pilikula Nisargadhama,  
Moodushedde, Mangaluru – 575 028  
Phone: 0824-2263565, E mail: [pilikula96@gmail.com](mailto:pilikula96@gmail.com)

### 2.1 ADDRESS FOR DOWNLOADING TENDER DOCUMENT:

<http://www.eproc.karnataka.gov.in>

### 2.2 CONTACT PERSON(S) FOR ANY QUERIES RELATED TO TENDER:

Administrative Officer  
Telephone: 0824-2263565

## 3. DETAILS OF TENDER:

Sl. No.	Name of Facility & Location	Space in sq.ft.	Minimum Reserved License Fee per month (excluding GST) (Rs)
A	Pilikula Vegetarian Restaurant	1) Ground floor - 6896.30 Sqft & 2) Mezzanine floor 1663.50Sqft	50,000/-
B	Pilikula Non-Vegetarian Restaurant	Basement Floor - 6896.30Sqft	
C	Guest House	1 dining hall 4 double bed rooms and attached toilets } 1563 sq.ft.	

## 4. SCHEDULE FOR INVITATION FOR BIDS:

i) Last date of receipt of Tender : 27.01.2020, 4.00 P.M.

iii) Date and time of opening of Financial Bid : 28.01.2020, 3.30 P.M.

iv) Bid will be opened at office of the Executive Director, Dr. Shivarama Karantha Pilikula Nisargadhama through e-procurement.

## 5. TERMS AND CONDITIONS :

- a) The bidder is advised to visit and examine the Building space and its surroundings at his own cost and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into contract.
- b) In case of the firms registered under the Indian Partnership Act, the person signing the tender shall state the authority under companies Act, the person signing the tender shall state the authority under which is signing/acting on behalf of partnership firm/company and enclose the certified copy of the partnership deed/memorandum of articles of association issued by the authorities.
- c) The bidder shall pay tender document fee and EMD through Demand Draft in favour of Executive Director, Dr. SKPND payable at Mangaluru.
- d) Bidder is expected to examine carefully all instructions, terms & conditions in the bidding documents. The bids which are not substantially response to the requirements of bidding documents will be rejected.
- e) The Building will be allotted under “as is-where is basis”. Details of the building, area, rooms, furniture’s, electricity, water supply etc., are given in **Schedule-I**.
- f) The successful bidder should install suitable fire extinguishers to the satisfaction of fire norms. It is compulsory to keep them in good condition to answer any emergency. No loud speakers/record playing etc., to be used in the licensed premises.
- g) The successful bidder shall maintain proper inventory to be maintained about the inmates/guests staying in the Guest House. The record shall contain information about name and address, telephone number, designation, station arriving from, period of stay, purpose of stay and number of members etc.
- h) The successful bidder shall also keep a photo and copy of the Identity Card of each Guest in the Guest House. He shall not allow to use of alcohol or any other intoxicating materials in the guest house.
- i) The successful bidder shall hire suitable guards/watchmen for the security of the Guest House. All security guards so hired shall perform duty in proper uniform which shall also indicate the name of the guard.
- j) The successful bidder shall be responsible for any loss / theft in the Vegetarian restaurant, Non- Vegetarian restaurant and Guest House.
- k) The successful bidder shall ensure daily cleaning of entire Vegetarian restaurant, Non-Vegetarian restaurant and Guest House irrespective of the occupancies. He shall ensure that material used for cleaning shall be of good standard.

- l) The areas of the Guest House where carpets, curtains etc., are installed shall be vacuum cleaned once in a week.
- m) The sofa sets, tables, racks etc., installed in the Guest House shall be cleaned/dusted/vacuum cleaned daily.
- n) The successful bidder shall provide Clean towels, bed sheets, blankets, pillow covers toilet accessories like soaps, detergents, toilet paper, air freshener etc., shall be provided to visiting guests every day.
- o) Lease rental period will be 5 years. After the completion of 5 years, the successful bidder has to vacate the building and handover the space( as mentioned in schedule-I) back to Dr. SKPND in good condition within 7 days from the completion of the lease period. Any damages or loss noticed at the time of handing over the premises (as mentioned in schedule-I) shall be borne by the successful bidder within the above referred 7 days failing which the same shall be deducted from the security deposit before refunding the same.
- p) 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 Vegetarian restaurant, Non -Vegetarian restaurant and Guest House 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 mutually decided. The agreement is liable to be cancelled at any time, if the licensee fails to abide by this terms and conditions.
- q) The successful bidder shall maintain a complaint / suggestion register in the Vegetarian restaurant, Non -Vegetarian restaurant and Guest House which shall always be kept at a conspicuous space, say the reception. All entries made by visiting guests in this register shall always be open for inspection by Dr.SKPNND. It shall however, be the duty of the successful bidder to promptly intimate Dr.SKPNND about any suggestion or complaint received by it.
- r) The successful bidder shall ensure that all the staff members employed by it are trained, polite and courteous with the guests. The staff members shall be carrying identity cards indicating name and designation along with symbol/badge of the guest house.
- s) Dr.SKPNND can, at any time, inspect the Vegetarian restaurant, Non -Vegetarian restaurant and Guest House personally or through an authorized representative. The successful bidder and its employees shall be duty bound to allow inspection and to render all cooperation for the inspection.
- t) The successful bidder would be free to hire employees as per its requirement. The employees of the successful bidder would for no purpose, be considered as employees of Dr.SKPNND.
- u) The agreement of this contract is purely maintenance contract and shall never be constructed as a tenancy agreement.
- v) Any matter during the period of this agreement, which has not been specifically covered by the contract agreement, shall be decided by Dr.SKPNND and the decision of Dr.SKPNND shall be final and conclusive.

- w) The successful bidder shall, under no circumstances, remove alter modify any furniture or fixture installed in the guests house unless prior written permission is given by Dr.SKPNPND. Similarly, the successful bidder shall also not construct or modify any temporary or permanent structure in the guest house.
- x) The Registered Office or one of the Branch Offices of the successful bidder/Company / Firm /Agency should be located within Dakshina Kannada district.
- y) The successful bidder shall also be liable for depositing all taxes, levies, GST etc. because service rendered by it to the office of the Executive Director, Dr.SKPNPND to concerned tax collection authorities from time to time as per extent rules and regulations on the matter.
- z) The successful bidder shall maintain all statutory registers under the applicable laws. The Agency shall produce the same, on demand, to the concerned authority of this Office or any other authority under Law.
- aa) Dr. SKPNPND 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.SKPNPND to accept the documents as valid for opening of financial bid.
- bb) The Tax Deduction at Source (T.D.S.) if any shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Agency by this Office.
- cc) In case, the tendering Agency fails to comply with any statutory provision/ taxation liability under appropriate law and as a result thereof the Office is put to any loss,/ obligation, monetary or otherwise, the Office shall be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary terms.
- dd) In case of breach of any terms and conditions stipulated in the contract, the performance security Deposit of the Agency shall be liable to be forfeited by this Office besides annulment of the contract.
- ee) The Office of the Executive Director, Dr.SKPNPND reserves the right to withdraw/ relax any of the terms and conditions mentioned in the tender document so as to overcome any the problem encountered at any stage.

#### **6. EARNEST MONEY DEPOSIT (E.M.D.):**

Every bidder shall submit the (Bid security) earnest money deposit equal to Rs.60,000/- in the form of Demand Draft/Pay order only in the name of "Dr.SKPNPND", payable at Mangalore. The EMD shall be submitted through e-procurement. The EMD of all the unsuccessful and L-2 onward bidders will be returned on approval of lowest one bidder (L-1).

#### **7. SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE**

Security deposit cum Performance guarantee of Rs.3.00 lakhs (Rs. Three lakhs only) on total bid amount of 5 years which shall be valid for five years and 3 months, shall be submitted along with acceptance of work order in the form of Fixed Deposit through DD in favor of Executive

- Director, Dr. SKPND payable at Mangaluru. In case the contract is further extended, the performance security deposit will have to be accordingly renewed by the successful bidder. After submission of the performance security by the successful Bidder, the corresponding EMD shall be released.
8. Security deposit cum Performance guarantee will be released by Dr.SKPND after the successful completion of the contract. Performance guarantee can be forfeited (partly/ fully) in case if the successful bidder is not abide by the agreement conditions.
  9. **PAYMENT OF LICENSE FEE:** License Fee shall be remitted every month on or before 5th of the succeeding month. Any delay shall lead to a penalty of 12% from the date of default to that of actual payment. In case the successful Bidder fails to pay License Fee for 4 consecutive installments in advance, the agreement will be terminated by the Executive Director, Dr. SKPND. And the Security Deposit will be forfeited and the successful Bidder summarily evicted from the leased premises/ building.
  10. The successful Bidder should obtain necessary permission / trade licences from concerned authorities before operation and maintenance business.
  11. In case the successful bidder fails to enter into an agreement within a reasonable time after depositing advance /Security Deposit, the Security Deposit & EMD will be forfeited.
  12. **Payment of Govt., Tax:** The Bidder shall pay GST payable to the Government as per the rules in vogue over the monthly Rent. Any delay shall lead to interest and penalty as applicable.
  13. The successful Bidder shall pay the cost of power and water utilized by him at the Building premises as per the demand of the authorities concerned. Interest if any charged by the authorities for delayed payment shall be borne by the successful bidder.
  14. In the event of any difference in the interpretation of any of the clauses of the Lease Agreement and or the Tender documents, the clarification given by Executive Director, Dr. SKPND, Moodushedde, Mangaluru shall be final and binding on the Parties.
  15. In case of any dispute or settlement of disputes, the Courts at Mangaluru only shall have territorial jurisdiction.
  16. The rates offered by the Bidder shall be exclusive of all Govt. Taxes / Levies, Corporation Taxes, property taxes, urban taxes, cess, GST or any other taxes that may be imposed by any authority in future.
  17. Any type of modification of structure of the building, additional/up-gradation of facilities without any prior approval of Dr.SKPND will be treated as breach of the contract and Lease Rental Contract shall be cancelled with forfeiture of the Security Deposit submitted against the contract.

18. Dr.SKPND also reserves the right to claim from the successful Bidder (s) for any loss sustained for their misuse of space / not abiding by the Law of the Land / causing damages to the main structure in or outside of the Office Space allotted to them.
19. The expected minimum License Fee and for any other reason is not satisfied in Tender, The Executive Director, Dr. SKPND have rights to cancel the Tender.
20. 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.
21. The bidders shall produce the original documents to the Executive Director, Dr. SKPND, Moodushedde, Mangaluru dist. The failure of the bidders to comply with this provision shall lead to rejection of the bid.
22. If the bidder violates any of the above terms and conditions, The Executive Director, Dr.SKPND has right to terminate the agreement without prior notice and may claim the loss incurred if any from the successful Bidder (s).
23. The expenses towards repairs and maintenance of the building, rooms, including the common areas & facilities shall be borne by the Successful Bidder(s)
24. During the contract period, the entire premises together with the existing infrastructure amenities and services shall have to be maintained in working condition by the Successful Bidder(s).
25. Sub-letting is not permitted for the whole space.
26. 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.
27. 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 License, the successful bidder 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.
28. 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.
29. **TARIFF RATES:** Intention of Dr.SKPND is to provide quality services at a reasonable rate. The successful bidder has to maintain tariff rates comparable to those prevailing in the town/city. The list of rates to be displayed in the Vegetarian restaurant, Non-Vegetarian restaurant and Guest House.

30. 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.
31. The successful bidder 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 successful bidder will obey the same without raising any objection or without questioning the authority of Dr. SKPND to do so.
32. 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 successful bidder undertakes not to challenge in court or before any other authority.

**33. FORCE MAJURE:**

If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the DR.SKPNND as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 90 days either party may at his option terminate the contract.

**34. TECHNICAL QUALIFICATION:**

The participating bidder has to provide following documents:

1. The bidder has to provide copy of the address proof, contact details, and a certificate of turn over for last 3 financial years, i.e., 2017-18, 2018-19 and 2019-20. Out of which at least one year have annual financial turnover of Rs.25.00 lakhs duly certified by a Chartered Accountant.
2. **Similar work done certificate:** The bidder shall experience of services in operation and maintenance a Restaurant hospitalities/catering/hotel management for at least 3 years (1200 sq.ft.) during the last seven years.
3. PAN card
4. IT Returns details of last 3 years
5. Registration certificate.
6. Certificate of Registration under GST.
7. Certificate of Registration under Labour Dept.,
8. Documentary proof for experience (self certified).



35. Only technically qualified bidders are allowed to participate in the Financial bid.

**36. FINANCIAL BID CRITERIA:**

- a) The amount of monthly license fee should be conspicuously written both in figures as well as in words for the operation and maintenance of Vegetarian restaurant, Non -Vegetarian restaurant and Guest House.

Executive Director  
Dr. SKPND, Moodushedde  
Mangaluru

**Operation and maintenance of Pilikula Pilikula  
Vegetarian Restaurant, Non -Vegetarian Restaurant  
and Guest House at Dr.Shivarama Karantha Pilikula  
Nisargadhama**

**FORM OF TENDER**

1. Tender for : \_\_\_\_\_
2. Period of License : 5 YEARS
3. Minimum Reserved License Fee : Rs.50,000/- per month (Excluding GST)  
(For Vegetarian, non vegetarian restaurant and Guest House)
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.60,000/- is liable to be forfeited by Dr.SKPNND if 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.SKPNND reserves its right to forfeit the EMD of my/our firm and debar  
my/our firm from participation in the further tender of Dr.SKPNND.

9) Dr.SKPNP reserves itself the right to reject the conditional offer without assigning any reasons thereto. Dr.SKPNP 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.

## Schedule-I

### Details of the Vegetarian Restaurant, Non Vegetarian Restaurant:

Sl. No	Particulars	
1	Construction - dates	2014
2	Area (length X breadth ft)	1) Ground floor - 6896.30 Sq.ft. 2) Mezzanine floor - 1663.50 Sq.ft. 3) Basement Floor - 6896.30 Sq.ft.  Including bath room, toilet and staff room etc.,
3	Facilities	Indian Commode, Western Commode, Urinals, Wash basin, Mirrors, taps, ceiling fan, panel boards, tube lights etc.,

### Details of the Guest House:

Sl. No	Particulars	
1	Construction - dates	2017
2	Total number of rooms	4 (Four)
3	Room area (length X breadth ft)	200 sq.ft.
4	Bath room area (length X breadth ft)	46 sq.ft.
5	Room accessories (Each room)	Double cot-1, tepoy-1, plastic chair-2, mirror-1, cub-board-1 in each room
6	Bath room accessories	4 WC, tap-2, towel rod-1
7	General accessories -3- electrical	Electrical panel board-1
8	Common area any	Lobby & corridors available

Executive Director  
Dr. SKPND, Moodushedde, Mangaluru

**Operation and maintenance of Pilikula Vegetarian Restaurant, Non -  
Vegetarian Restaurant and Guest House at  
Dr.Shivarama Karantha Pilikula Nisargadhama**

**ACCEPTANCE LETTER**

TO

The Executive Director  
Dr.Shivarama Karantha Pilikula Nisargadhama  
Moodushedde, Mangaluru - 575028

Sir,

1. The tender documents for the Pilikula Vegetarian restaurant, Non -Vegetarian restaurant and Guest House at Dr.SKPNND have been provided to me/us by Dr.SKPNND 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.SKPNND 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. SKPNND reserves the rights to reject the conditional tenders without assigning any reason thereto.

Yours faithfully

Date :

(Signature of Tenderer With seal/rubber stamp)