

REQUEST FOR PROPOSAL

SELECTION OF OPERATOR FOR OPERATION & MAINTENANCE OF RESTAURANT AT GROUND FLOOR OF PARYATAK BHAVAN, BEGUMPET, HYDERABAD ON LICENSE TO OPERATE BASIS

SEPTEMBER 2021

TELANGANA STATE TOURISM DEVELOPMENT CORPORATION LIMITED
TOURISM HOUSE, NO.3-5-891, HIMAYAT NAGAR HYDERABAD – 500029,
Tel: 040-23262151, 52, 53, 54, Fax: 040-23261801

CONTENTS

Volume I	Instructions to Bidders
Volume II	Draft License Agreement

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VOLUME I – INSTRUCTIONS TO BIDDERS**

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TABLE OF CONTENTS

DISCLAIMER	ii
1. INTRODUCTION	1
1.1 Background.....	1
1.2 Brief Description of Bidding Process	2
1.3 Schedule of Bidding Process	4
2. INSTRUCTIONS TO BIDDERS	6
2.1 Eligible Bidders	6
2.2 Number of Proposals	7
2.3 Proposal Preparation Cost.....	7
2.4 Project Inspections and Visit to the Project Area	8
2.5 Right to Accept or Reject any of the Proposals	8
2.6 Clarification and Amendment of RFP	9
2.7 Language	9
2.8 Bid Security	9
2.9 Validity of Proposal.....	10
2.10 Extension of Validity of Proposal.....	10
2.11 Format and Signing of Proposal	10
2.12 Sealing and Marking of Proposals	11
2.13 Proposal Due Date	12
2.14 Late Proposals.....	12
2.15 Modifications/ Substitution/ Withdrawal of Proposals	12
2.16 Confidentiality	13
2.17 Clarifications	13
2.18 Consultant(s) or Advisor(s)	13
3. EVALUATION PROCESS	14
3.1 Evaluation Process.....	14
3.2 Tests of Responsiveness	14
3.3 Evaluation of Qualification Criteria.....	15
3.4 Evaluation of Financial Proposal	15
3.5 Letter of Intent (LOI) and Execution of Agreement	16
3.6 Security Deposit.....	16
3.7 Contacts during Proposal Evaluation.....	17
4. FRAUD AND CORRUPT PRACTICES	18
5. MISCELLANEOUS	19
APPENDIX A: FORMAT FOR COVERING LETTER-CUM PROJECT UNDERTAKING	21
APPENDIX B: FORMAT FOR DETAILS OF BIDDER	25
APPENDIX C: FORMAT FOR TECHNICAL CAPACITY OF THE BIDDER.....	26
APPENDIX D: FORMAT FOR FINANCIAL CAPACITY OF THE BIDDER	28
APPENDIX E: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL	29
APPENDIX F: FORMAT FOR FINANCIAL PROPOSAL	31
ANNEXURE I: INDICATIVE PROJECT FACILITIES	33
RESTAURANT AT GROUND FLOOR OF PARYATAK BHAVAN, BEGUMPET, HYDERABAD	33

DISCLAIMER

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their proposal pursuant to this RFP (the “**Proposal**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and cannot be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bidding Process. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Successful Bidder or Operator, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Proposals without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

1. INTRODUCTION

1.1 Background

1.1.1 Telangana State Tourism Development Corporation (TSTDC) Limited, Hyderabad (the “**Authority**” or “**TSTDC**”) is a state government corporation, which is instrumental in development and promotion of tourism in Telangana. The aim of TSTDC is to provide state-of-the-art tourism infrastructure facilities to tourists visiting Telangana. TSTDC owns a sizable transport fleet and water fleet, operates leisure-based cruises and water sports, sound and light shows, etc. TSTDC has a chain of Haritha Hotels, Resorts and Restaurants, spread across Telangana at all major tourist destinations, which includes wayside amenities on major national highways.

1.1.2 With a view to enhance the visitors experience, TSTDC intends to entrust the operation & maintenance of **Restaurant at Ground Floor of Paryatak Bhavan, Begumpet, Hyderabad** ‘as is where is basis’ as indicated in Annexure I to competent entity who would undertake the operation and maintenance of the same on License to Operate Basis (“**Project**”) for a period of 10 (ten) years from the date of completion of Moratorium Period (“**Agreement Period**”). In case of no default by the Operator as stipulated in the license agreement during the initial license period, TSTDC may extend the license period for another 5 (five) years on the same terms & conditions. The Area Statement of the said restaurant at the Ground Floor of Paryatak Bhavan is as below:

Description	Area (in sq. ft)
Restaurant Area (includes dining, kitchen, etc.)	4,124
Store & Purchase Area	754
Common Area @20% of carpet area	976
Total area for License	5,854

1.1.3 The Authority intends to select suitable entity through a competitive bidding process to undertake the Project (hereinafter referred to as “**Operator**”). The Authority will enter into a License Agreement with the Operator in the format provided as **Volume II** of this Bidding Document.

1.1.4 The Authority has decided to carry out the Competitive Bidding process for selection of O&M Operator for the Restaurant at Ground Floor of Paryatak Bhavan, Begumpet, Hyderabad.

1.1.5 The scope of work will include operation and maintenance of the Restaurant at Ground Floor of Paryatak Bhavan and transfer of the same after expiry of the Agreement Period. The Minimum Operational Obligations (MOO) are to make the Restaurant operationalised within 03 (three) months from the date of signing of License Agreement.

1.1.6 The Other Obligations to be fulfilled by the Operator are as below:

- Operator will be required to obtain and maintain all the applicable statutory approvals and clearances for operation and maintenance of the project facilities throughout the Project Period.
- The existing movable furniture/fixtures if any, except for the kitchen crockery, cutlery and utensils as in Annexure I, will be offered to the Operator as is where is

basis, free of cost, and the operator shall return the same upon completion of license period, as is basis subject to normal wear and tear. If the operator wishes to replace the existing furniture/fixtures or add additional furniture/fixtures he may do so and the added furniture/fixtures, if any, shall be taken back by the operator after completion of the agreement period.

- iii. Fixtures to the existing structures shall be made with prior approval of the Authority and shall not be taken back by the Operator after completion of the license period.
- iv. In case, operation of the project facilities in 03 (Three Months) from the date of signing of Agreement is not achieved by the Operator, the Authority will consider it as an Event of Default and initiate action as per the terms of the Agreement.
- v. TSTDC or its authorised agencies shall inspect the facilities anytime to check compliance with the conditions specified in the RFP & Agreement and general condition of the maintenance from time to time and can take appropriate action in case the facilities are not operational in accordance with the terms of the Agreement.
- vi. In case, the operations of the Restaurant is closed for more than three (3) months, the Operator shall inform the reasons to the Authority, else Authority may initiate appropriate action in this regard.
- vii. Operator shall transfer the project facilities to the Authority or its authorised representative upon expiry of the License Period in accordance with the provisions of License Agreement.

1.1.7 The statements and explanations contained in this Request for Proposal are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Operator set forth in the draft Licence Agreement or the Authority's right to amend, alter, change, supplement or clarify the scope of work, the Project to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this Volume I - Instructions to Bidders are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.1.8 The Proposals would be evaluated on the basis of the evaluation criteria set out in this RFP document in order to select the successful bidder for the Project ("**Successful Bidder**").

1.1.9 The Bidder is required to pay a non-refundable amount of Rs. 11,200/- (Rupees Eleven Thousand and Two Hundred only) inclusive of GST in the form of Demand Draft in favour of TSTDC Limited, Hyderabad drawn from any Scheduled Bank in India towards the cost of the Bidding Document. The Bidder is required to submit the Demand Draft along with the Proposal in the manner set out in Clause 2.12.2 of this RFP document. The Proposal shall be summarily rejected if it is not accompanied by the Demand Draft towards cost of the Bidding Document.

1.2 Brief Description of Bidding Process

1.2.1 The Authority has adopted a single stage two envelop bidding process (the "**Bidding Process**") for award of the Project and invites proposals ("**Proposal**") from eligible entities ("**Bidders**"), for the Project in accordance with the terms of this RFP.

- 1.2.2 The Bidders are requested to submit their Proposals in accordance with the terms of the RFP Document. The Proposal shall be valid for a period not less than 180 (one hundred and eighty) days from the date specified in Clause 1.3 for submission of Proposals (the “**Proposal Due Date**”).
- 1.2.3 The Bidding Documents include the Request for Proposal comprising of Instructions to Bidders (ITB) and the draft Licence Agreement for the Project (collectively the “**Bidding Documents**”). The Bidding Documents and any addenda / corrigenda issued subsequent to this RFP, but before the Proposal Due Date, will be deemed to form part of the Bidding Documents.
- 1.2.4 The Bidder is required to submit one Proposal only. The Bidder is required to deposit, along with its Proposal, a bid security of **Rs.5,00,000/-** (Rupees Five Lakhs only) (“**Bid Security**”) in the form of demand draft issued by a Scheduled Bank in India, drawn in favour of *TSTDC Limited, Hyderabad*. The Proposal shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.5 Bidders are invited to examine the Project in detail, and to carry out, at their cost, such studies as may be required for submitting their Proposal for award of the Project. Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project facilities before submitting their Proposals.
- 1.2.6 Bidders would need to submit the following sets of documents as part of their Proposal:
- a) Technical Proposal comprising of the documents specified in Clause 2.12.2; and
 - b) Financial Proposal in the format provided at Appendix F. The Financial Proposal shall clearly indicate the amount both in figures and words, in Indian Rupees.
- 1.2.7 Financial Proposal is invited for the Project on the basis of the Monthly fee (“**Monthly Fee**”) exclusive of GST to be offered by a Bidder for operating the Restaurant.

As part of the Financial Proposal, the Bidder is required to quote the Monthly Fee offered to the Authority for the 1st year of the License Agreement (“**Monthly Fee**”) exclusive of GST in the format provided at Appendix F.

The Authority has fixed a minimum monthly fee of **Rs. 2,34,160 (Rupees Two Lakhs Thirty Four Thousand One Hundred and Sixty Only)** (the “**Minimum Monthly Fee**”) calculated at 5,854 sq.ft. @ Rs. 40/- per sq.ft, for the first year of the Project operations, which is exclusive of GST. The Bidder should quote the Monthly Fee higher than the Minimum Monthly Fee fixed by the Authority. Only the Financial Proposal(s), which are higher than the Minimum Monthly Fee, shall be considered for evaluation. The Authority shall reject all the Proposals being less than the Minimum Monthly Fee.

The Monthly Fee shall constitute the sole criteria for evaluation of Financial Proposals. The Project will be awarded to the Bidder quoting the highest Monthly Fee for undertaking the Project. Following are the other terms:

- a) There will be 03 (three) months moratorium on payment of Monthly fee from the date of signing of Agreement for operationalising the project facilities.
- b) The Monthly Fee payable to the Authority by the Successful Bidder for the first year of License Period shall be Monthly Fee quoted by the Bidder for the first year. From the second year onwards the Monthly Fee would be escalated by 5% on the amount

quoted for the first year, thereafter compounded annually throughout the License Period.

- c) The Monthly Fee offered by the Successful Bidder shall be payable to the Authority from the fourth (4th) month of execution of the License Agreement. For the purpose of computation or payment of License Fee, Monthly License Fee denotes monthly payment to be made to the Authority from the fourth (4th) month of the date of signing of the Agreement till the end of License Period.
- d) The Monthly Fee is exclusive of GST. GST shall be payable by the Operator over and above the Monthly Fee.
- e) The Monthly Fee shall be payable to the Authority in advance, on or before 10th day of every month, in accordance with the terms of the License Agreement.
- f) Operator shall not be entitled to seek any reduction of Monthly Fee, claim, damages, compensation or any other consideration from the Authority on account of any reason except the force majeure clause as applicable.
- g) Operator shall adhere to the format to be provided by the Authority to furnish the Monthly Fee payment details.
- h) Property Tax shall be reimbursed by the operator to TSTDC proportionately based on the extent of area licensed.

In this RFP, the term “**Highest Bidder**” shall mean the Bidder who is offering the highest Monthly Fee to the Authority.

- 1.2.8 The details of the process to be followed in the Bidding Process and the terms thereof are spelt out in this RFP.

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

Particulars	Date
Date and time of Pre-bid meeting	20.09.2021 at 11.30 AM Venue: Hotel Plaza, Paryatak Bhavan, Green Lands, Begumpet, Hyderabad - 500016
Last date for submission of Proposals (“ Proposal Due Date ”)	11.10.2021 up to 3.00 PM
Date and time of opening of Technical Proposal	On the Proposal Due Date at 3.30 PM Venue: Telangana State Tourism Development Corporation Limited Tourism House, No.3-5-891, Himayat Nagar, Hyderabad – 500029
Date and time of opening of Financial Proposals	Will e intimated to the shortlisted bidders

Address for communication	The Managing Director Telangana State Tourism Development Corporation Limited Tourism House, No.3-5-891, Himayat Nagar, Hyderabad – 500029 Tel: 040-23262151, 52, 53, 54, Fax: 040-23261801 Email: amc@tstdc.in
Validity of Proposals	180 days from the Proposal Due Date

2. INSTRUCTIONS TO BIDDERS

2.1 Eligible Bidders

2.1.1 For determining the eligibility of the Bidders, the following conditions are required to be satisfied (the “**Qualification Criteria**”):

- (a) The Bidder for participating in the Bidding Process need to be a single business entity (the “**Single Business Entity**”). **No consortiums are allowed to bid for the project.**

For the purpose of this RFP document, Single Business Entities shall mean a company incorporated under the Companies Act, 1956/2013 or a Partnership Firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership (LLP) registered under the LLP Act 2008 or a sole Proprietorship firm registered under the Proprietorship Act, 1908.

If the Bidder is:

- i. A company, it should furnish copy of the certificate of incorporation and memorandum of association as a proof of identity.
- ii. A registered partnership firm, it should furnish copy of the registration certificate under the registrar of firms and copy of the partnership deed executed between the partners as a proof of identity.
- iii. A registered LLP, it should furnish copy of the registration certificate under the registrar of companies and copy of the partnership deed executed between the partners as a proof of identity.
- iv. A sole proprietorship firm, it should furnish copy of either the Sales/GST or IT returns for the last three financial years preceding the Proposal Due Date as a proof of identity.

- (b) **Technical Capacity:**

Bidder should have **minimum 3 (three) years of experience in operating at least three (03) restaurants with same Brand Name and seating capacity not less than 50 pax at each restaurant** from the last five years as on bid due date (“**Technical Capacity**”).

- i. Technical Capacity of parent/subsidiary/associate company(ies) of the Bidder would also be considered for evaluation.
- ii. For the project experience submitted by the Bidder, the Bidder is required to submit the details as specified in Appendix C along with supporting documents as mentioned therein.

- (c) **Financial Capacity:**

The Bidder should have **Minimum Annual Turnover of Rs. 3.00 Cr (Rupees Three Crores Only)** in any of the three Financial Years from the last five years (2016-17, 2017-18, 2018-19, 2019-20, 2020-21) (the “**Financial Capacity**”) as per the audited annual reports.

For demonstrating the Financial Capacity, the Bidder is required to submit:

- i. Audited annual financial statements of the Bidder for any of the three Financial Years from the last five years (2016-17, 2017-18, 2018-19, 2019-20, 2020-21).
- ii. Certificate from a Chartered Accountant in the format provided at **Appendix D**.

- 2.1.2 A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Security Deposit, as the case may be, as mutually agreed genuine loss and damages likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s Proposal submission, without prejudice to any other right or remedy that may be available to the Authority hereunder and/ or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:
- a. such Bidder and any other Bidder, have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder, and in the other Bidder(s) is less than 26% of its paid up and subscribed capital; or
 - b. a constituent of such Bidder is also a constituent of another Bidder; or
 - c. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - d. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Bid of either or each of the other Bidder; or
 - e. such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- 2.1.3 Any entity, which has earlier been barred by the Authority or Government of Telangana State from participating in its projects, would not be eligible to submit a Proposal, if such bar subsists as on the Proposal Due Date.
- 2.1.4 The following conditions shall be adhered to while submitting a Bid:
- a. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes to Appendices is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
 - b. information supplied by a Bidder must apply to the Bidder named in the Bid and not, unless specifically requested, to other associated companies;
 - c. Bidders should demonstrate their Qualification Criteria in accordance with Clause 2.1.1.

2.2 Number of Proposals

Each Bidder shall submit only one (1) Proposal, in response to this RFP. Any Bidder, who submits more than one Proposal, will be disqualified.

2.3 Proposal Preparation Cost

The Bidder shall be responsible and shall pay for all the costs associated with the preparation of its Proposal and its participation in the Bidding Process. The Authority will not be responsible or in any way be liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.4 Project Inspections and Visit to the Project Area

- 2.4.1 It is desirable that each Bidder submits its Proposal after visiting the site at their own cost and ascertaining for itself the location, surroundings, existing infrastructure/facilities or any other matter considered relevant by it.
- 2.4.2 It would be deemed that by submitting the Proposal for RFP, the Bidder has:
- a. made a complete and careful examination of terms & conditions / requirements, and other information set forth in this RFP document;
 - b. received all such relevant information as it has requested from the Authority; and
 - c. made a complete and careful examination of various aspects of the Project including but not limited to:
 - i. the project details;
 - ii. existing facilities at the project area and the condition;
 - iii. the conditions of the access to the Project area and utilities in the project area;
 - iv. conditions affecting transportation, access, disposal, handling and storage of materials;
 - v. clearances obtained by the Authority for the Project;
 - vi. business potential of proposed project;
 - vii. extent of actual project area allocated by the Authority and deviations if any, from the extent of project area mentioned in this RFP document; and
 - viii. All other matters that might affect the Bidder's performance in accordance with the terms of this RFP document.
- 2.4.3 The Authority shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

2.5 Right to Accept or Reject any of the Proposals

- 2.5.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Bidding Process and reject all Proposals at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event the Authority rejects or annuls all the Proposals, it may, in its discretion, invite all eligible Bidders to submit fresh Proposals hereunder.

- 2.5.2 The Authority reserves the right to reject any Proposal and appropriate the Bid Security if:
- a. at any time, a material misrepresentation is made or uncovered, or
 - b. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Such misrepresentation/improper response shall lead to the disqualification of the Bidder. If such disqualification/rejection occurs after the Proposals have been opened and the Highest Bidder gets disqualified/rejected, then the Authority reserves the right to:

- (i) invite the remaining Bidders to match the Highest Bidder/submit their Proposals in accordance with the RFP; or
 - (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 2.5.3 In case it is found during the evaluation or at any time before signing of the License Agreement or after its execution and during the period of subsistence thereof, including the

right thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Successful Bidder either by issue of the LOI or execution of the Agreement, and if the Bidder has already been issued the LOI or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Successful Bidder, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security or Security Deposit, as the case may be, as mutually agreed genuine compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

- 2.5.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.6 Clarification and Amendment of RFP

- 2.6.1 At any time prior to the Proposal Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP Document by the issuance of Addenda. Any Addendum or responses issued hereunder will be uploaded on the Authority website www.tourism.telangana.gov.in
- 2.6.2 In order to provide the Bidders a reasonable time to examine the Addendum, or for any other reason, the Authority may, at its own discretion, extend the Proposal Due Date. Information about extension of the Proposal Due Date will be published on Authority website www.tourism.telangana.gov.in

2.7 Language

- 2.7.1 The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by Bidder with the Proposal are if in any other language, those should be accompanied by appropriate translations in English language duly certified by a competent person (Statutory Auditor, Chartered Accountant, Company Secretary, or Director of the Company). Supporting materials, which are not translated into English, will not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

2.8 Bid Security

- 2.8.1 The Bidder should submit as part of its Proposal a Bid Security in the manner set out in Clause 1.2.4.
- 2.8.2 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.8.3 The Bid Security of the unsuccessful Bidder(s) shall be returned not later than 60 (sixty) days from the date of announcement of the Successful Bidder. The return of Bid Security shall be

in the form of demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority, give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Proposal.

2.8.4 The Bid Security shall be forfeited in the following cases:

- a. If the Bidder modifies or withdraws its Proposal except as provided in Clause 2.15.
- b. If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period.
- c. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
- d. If a Bidder engages in a corrupt or undesirable practice.
- e. If the Monthly Fee quoted by Bidder is below the Minimum Monthly Fee fixed by the Authority.
- f. In case the Successful Bidder, fails within the specified time limit to:
 - i. sign and return the duplicate copy of LOI;
 - ii. sign the Agreement with the Authority; or
 - iii. furnish the Security Deposit within the prescribed period.

2.9 Validity of Proposal

Proposal shall remain valid for a period not less than 180 (one hundred and eighty) days from the Proposal Due Date ("**Proposal Validity Period**"). The Authority reserves the right to reject any Proposal, which does not meet this requirement.

2.10 Extension of Validity of Proposal

- 2.10.1 In exceptional circumstances, prior to expiry of the original Proposal Validity Period, the Authority may request Bidders to extend the Proposal Validity Period for a specified additional period.
- 2.10.2 A Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be allowed to modify its Proposal, except as provided under Clause 2.15 but would be required to extend the validity of its Bid Security for the period of extension.
- 2.10.3 The Successful Bidder shall, where required, extend the Proposal Validity Period until the date of execution of the Agreement.

2.11 Format and Signing of Proposal

- 2.11.1 Bidders should submit the Technical Proposal and the Financial Proposal in the manner set out in this Clause 2.11 and Clause 2.12. The Authority would evaluate only those Proposals that are received in the required format and complete in all respects. Incomplete and/or conditional Proposals shall be liable to rejection.
- 2.11.2 Bidders shall prepare one original set of the Technical Proposal (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFP) and clearly mark as "**TECHNICAL PROPOSAL - ORIGINAL**".

- 2.11.3 The Proposals shall be typed or written in indelible ink and signed by the Authorized Representative (the “**Authorized Representative**”) of the Bidder who shall also initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialled. The person signing the Proposal shall initial all the alterations, omissions, additions, or any other amendments made to the Proposal. The Proposals must be properly signed as detailed below:
- (a) by the person holding the signing authority or a duly authorized person holding the Power of Attorney, in case of a Company
 - (b) by the person holding the signing authority or a duly authorized person holding the resolution as signing authority, in case of a Partnership Firm or LLP.
 - (c) by the proprietor, in case of a sole proprietary firm.
- 2.11.4 In case of a Company, if the signing authority is duly authorised person, a Power of Attorney in the format specified in **Appendix E** should be included in the Proposal. In case of a Partnership Firm or LLP, if the signing authority is duly authorised person, the resolution copy as signing authority should be included in the Proposal.

2.12 Sealing and Marking of Proposals

- 2.12.1 The Bidder shall submit all the documents sought under the RFP, together with the documents mentioned in Clause 2.12.2 in the format provided under the RFP and in the manner specified in Clause 2.12.2.
- 2.12.2 The Bidder shall submit the Proposal in two separate envelopes comprising the following documents and marked as “**TECHNICAL PROPOSAL**” and “**FINANCIAL PROPOSAL**”

Envelope 1- “TECHNICAL PROPOSAL” comprising the following documents as part of their Proposal.

- a. Demand Draft towards the cost of the Bidding Document;
- b. Bid Security;
- c. Covering Letter-cum-Project Undertaking as per format at **Appendix A**;
- d. Checklist of Submissions as per format at **Appendix A1**;
- e. Details of Bidder as per the format at **Appendix B** along with supporting documents as specified therein;
- f. Technical Capacity of the Bidder as per the format at **Appendix C** along with Chartered Accountant certificate and supporting documents as specified therein;
- g. Financial Capability of the Bidder as per the format at **Appendix D** along with Chartered Accountant certificate and supporting documents as specified therein
- h. Power of Attorney for signing of Proposal as per the format at **Appendix E**;
- i. In case of a company, it should furnish copy of the certificate of incorporation and memorandum of association as a proof of identity.
- j. In case of a registered partnership firm, it should furnish copy of the registration certificate issued by the registrar of firms and a copy of the partnership deed executed between the partners as a proof of identity.
- k. In case of a Limited Liability Partnership (LLP), it should furnish copy of the registration certificate issued by the registrar of companies and a copy of the partnership deed executed between the partners as a proof of identity.
- l. In case of a sole proprietorship firm, it should furnish copy of either the Sales/GST or IT returns for the last three financial years preceding the Proposal Due Date as a proof of identity.

- m. A copy of the entire bidding document (along with the addenda/corrigenda, if any) duly signed on each page by the authorised signatory of the Bidder. The Bidding Document shall be bound together (Spiral Binding) and the pages shall be numbered sequentially with proper index. The document shall also have Bidder's stamp on each page along with signature of the authorised representative of the Bidder.

Envelope 2- "FINANCIAL PROPOSAL"

The Financial Proposal consisting of the Bidder's financial offer, which is higher than the Minimum Monthly Fee fixed by the Authority for the Project shall be submitted in the prescribed format **Appendix F** on the letterhead of the Bidder and signed by the Authorised Representative.

- 2.12.3 The envelopes specified above shall be placed in an outer envelope, which shall be sealed, clearly indicate the name and address of the Bidder and bear the following identification:

"Proposal for Selection of Operator for Operation & Maintenance of Restaurant at Ground Floor of Paryatak Bhavan, Begumpet, Hyderabad on Licence to Operate Basis"

- 2.12.4 The envelopes shall be addressed to:

Telangana State Tourism Development Corporation Limited
Tourism House, No.3-5-891, Himayat Nagar, Hyderabad – 500029
Tel: 040-23262151, 52, 53, 54, Fax: 040-23261801

- 2.12.5 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Bidder.

- 2.12.6 Proposals submitted by fax, telex, or e-mail shall not be entertained and shall be rejected.

2.13 Proposal Due Date

- 2.13.1 The Bidder should submit the Proposal before Proposal Due Date, at the address provided in Clause 2.12.4 in the manner and form as detailed in this RFP.

- 2.13.2 The Authority may at its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.6 uniformly for all Bidders.

2.14 Late Proposals

Any Proposal received by the Authority after Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.15 Modifications/ Substitution/ Withdrawal of Proposals

- 2.15.1 Bidder may modify, substitute or withdraw its Proposal prior to the Proposal Due Date by written notice of the modification, substitution or withdrawal to the Authority. No Proposal shall be modified, substituted or withdrawn by the Bidder after the Proposal Due Date.

- 2.15.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.12, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 2.15.3 Any alteration/ modification in the Proposal or additional information supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.16 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person not officially concerned with the process. The Authority will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence. The Authority will not divulge any such information unless it is ordered to do so by any authority pursuant to applicable law or order of a competent court or tribunal, which requires its disclosure.

2.17 Clarifications

To assist in the process of evaluation of Proposals, the Authority may, at its sole discretion, ask any Bidder for clarification on its Proposal or substantiation of any of the submissions made by the Bidder. The request for such clarification or substantiation and the response shall be in writing or by facsimile. No material change in the substance of the Proposal would be permitted by way of such clarification / substantiation.

2.18 Consultant(s) or Advisor(s)

To assist the Authority to carry out the Bidding Process, the Authority may appoint consultants or advisors to act as the project advisors to undertake the project development activities inter-alia including preparation of Bidding Documents, Evaluation of the bids and recommendation of the Successful Bidder in terms thereof.

3. EVALUATION PROCESS

3.1 Evaluation Process

Proposals shall be evaluated in the following 3 (three) steps.

- a. **Step 1** - The first step would involve opening of Technical Proposal and a test of responsiveness would be carried out as set out in Clause 3.2.1 of the RFP. Those Proposals found to be substantially responsive would be considered for the next step of evaluation.
- b. **Step 2** - In the second step, evaluation of the Bidders experience comprising Technical Capacity and Financial Capacity ("**Qualification Criteria**") would be undertaken as per Clause 2.1.1 of the RFP document. Bidders who meet the qualification criteria would be considered as qualified bidders (the "**Qualified Bidders**") and shall be considered for the next step of evaluation.
- c. **Step 3** - In the third step, the Financial Proposals of all the Qualified Bidders would be considered for opening. Bidder quoting the Highest Monthly Fee in the manner set out in Clause 3.4 shall be declared as the Successful Bidder.

3.2 Tests of Responsiveness

- 3.2.1 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive if the Proposal:
 - a. is received before the Proposal Due Date including any extension thereof pursuant to Clause 2.15.2.
 - b. contains demand draft towards the cost of the Bidding Document.
 - c. contains the information, Bid Security and documents as requested in the RFP.
 - d. contains information in formats specified in the RFP.
 - e. it provides the information in reasonable detail. ("**Reasonable Detail**" means that, but for minor deviations, the information can be reviewed and evaluated by the Authority without communication with the Bidder). The Authority reserves the right to determine whether the information has been provided in reasonable detail.
 - f. there are no inconsistencies between the Proposal and the supporting documents.
- 3.2.2 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one which,
 - a. affects in any substantial way, the scope, quality, or performance of the Project, or
 - b. limits in any substantial way, inconsistent with the RFP document, the Authority's rights or the Bidder's obligations under the Agreement, or
 - c. unfairly affects the competitive position of other Bidders presenting substantially responsive Proposals.
- 3.2.3 Bidders may note that the Authority will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders would have to be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents including the Draft License Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

- 3.2.4 The Authority reserves the right to reject any Proposal that is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

3.3 Evaluation of Qualification Criteria

- 3.3.1 The Proposals of the Bidders which are found to be responsive as above shall be evaluated to ensure that the Proposals meets the Qualification Criteria specified in Clause 2.1.1.
- 3.3.2 Bidders are advised that selection of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 3.3.3 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it.
- 3.3.4 The Proposals of the Bidders which are found to be in conformance with the Qualification Criteria as specified at Clause 2.1.1 shall be declared as qualified bidders ("**Qualified Bidders**") and shall be considered for opening of the Financial Proposal. Proposals which do not meet these criteria shall be rejected.
- 3.3.5 The Financial Proposals of only the Qualified Bidders shall be considered for further evaluation.

3.4 Evaluation of Financial Proposal

- 3.4.1 The Financial Proposals of only the Qualified Bidders would be opened in the presence of the Bidders(s) / representatives who choose to attend on the date and time as may be intimated to the Qualified Bidders. The Financial Proposal shall consist of Monthly Fee for the first-year payable by the Successful Bidder to the Authority for undertaking the Project.
- 3.4.2 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The Monthly Fee shall be the sole parameter for selection of the Bidder for award of the Project. The Bidder quoting the highest Monthly Fee above the Minimum Monthly Fee would be declared as the Successful Bidder ("**Successful Bidder**").
- 3.4.3 In the event that two or more Bidders quote the same amount of Financial Proposal (the "**Tie Bidders**"), the Authority shall identify the Successful Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.4.4 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the "**first round of bidding**"), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and to match the Monthly Fee of the aforesaid Highest Bidder (the "**second round of bidding**"). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Successful Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose quoted Monthly Fee was higher as compared to other Bidder(s) in the first round of bidding shall be the Successful Bidder.
- 3.4.5 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding, the Authority may, in its discretion, invite fresh Financial Proposals (the "**third**

round of bidding") from all Bidders except Highest Bidder of the first round of bidding or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Financial Proposals, they shall be eligible for submission of fresh Financial Proposals. Provided, however, that in such third round of bidding only such Financial Proposals shall be eligible for consideration, which are higher than the Financial Proposal of the second Highest Bidder in the first round of bidding.

3.5 Letter of Intent (LOI) and Execution of Agreement

- 3.5.1 After selection, a Letter of Intent ("**LOI**") shall be issued, in duplicate, by the Authority to the Successful Bidder(s) and the Successful Bidder(s) shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof. If the duplicate copy of the LOI duly signed by the Successful Bidder(s) is not received by stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate Bid Security of such Bidder as mutually agreed genuine loss and damage suffered by the Authority on account of failure of the Successful Bidder(s) to acknowledge the LOI.
- 3.5.2 After acknowledgement of the LOI as previously mentioned, the Successful Bidder(s) shall execute the License Agreement within the period of 30 (thirty) days from the issue of LOI. This Agreement is executed in two original copies, each for either Party. The preferred bidder may choose to sign the agreement on their name or any Special Purpose Company (SPC) created by them with minimum 26% equity. In case of SPC, the preferred bidder shall ensure that, it will maintain 26% Equity in the SPC during the licence period and the license agreement has to be a tripartite agreement, the 'third party' being the 'preferred bidder' in its capacity as the confirming party to the Agreement.

3.6 Security Deposit

- 3.6.1 The Successful Bidder(s) shall, within the date specified in the LOI, submit a Demand Draft from a scheduled bank of an amount equivalent to six months of Monthly Fee quoted for the 1st year of the Project to the Authority towards security deposit (the "**Performance Security**") in favour of TSTDC Limited, Hyderabad. The Authority shall not be liable to pay any interest on the Security Deposit and the same shall be interest free.
- 3.6.2 Failure of the Successful Bidder(s) to furnish the Security Deposit as specified in Clause 3.6 or enter into an Agreement with the Authority as specified in Clause 3.5.2 would constitute sufficient grounds for the annulment of LOI. In such event, the Authority reserves the right to:
- forfeit the Bid Security amount of the Successful Bidder, and
 - either invite the Bidder with the next best offer for negotiations, or
 - take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 3.6.3 The Authority will promptly notify other Bidders that their Proposals have been unsuccessful and their Bid Security will be returned as promptly as possible as and, in any case, not later than 60 (sixty) days from the date of announcement of the Successful Bidder.

3.7 Contacts during Proposal Evaluation

Proposals shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/rejection to the Bidders. While the Proposals are under consideration, Bidders and/or their representatives or other interested parties shall not make attempts to establish unsolicited and unauthorised contact by any means, the Authority and/or their employees/representatives on matters related to the Proposals under consideration after opening of the Proposals and prior to notification of the Award. Any attempt by the Bidder causing extraneous pressure on the Authority shall be sufficient reason to disqualify the Bidder.

4. FRAUD AND CORRUPT PRACTICES

- 4.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject a Proposal without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 4.2. Without prejudice to the rights of the Authority under Clause 4.1, if a Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3. For the purposes of this Article 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under Clause 2.1.2, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. MISCELLANEOUS

- 5.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Hyderabad, Telangana State shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 5.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - (d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 5.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

APPENDICES

APPENDIX A: FORMAT FOR COVERING LETTER-CUM PROJECT UNDERTAKING

(To be submitted on the Letterhead of the Bidder)

To

The Managing Director

Telangana State Tourism Development Corporation Limited

Tourism House, No.3-5-891, Himayat Nagar, Hyderabad – 500029

Dear Sir,

Sub: Selection of Operator for Operation & Maintenance of Restaurant at Ground Floor of Paryatak Bhavan, Begumpet, Hyderabad on Licence to Operate Basis – Submission of Bid - Reg.

With reference to your RFP document dated _____ <NIT Publication Date>, I/We having examined the Bidding Documents and understood their contents, hereby submit my/our Proposal for the Project. The Proposal is unconditional and unqualified.

- 1 I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Operator for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
- 2 This statement is made for the express purpose of our selection as Operator for the upgradation, operation, maintenance, management and transfer of the aforesaid Project.
- 3 I shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Proposal.
- 4 I acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- 5 I certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have any contract terminated by any public authority for breach on our part.
- 6 I declare that:
 - a. I have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;
 - b. I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State;
 - c. I hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - d. the undertakings given by us along with the Proposal in response to the RFP for the Project were true and correct as on the date of making the Proposal and are also true

and correct as on the Proposal Due Date and I/we shall continue to abide by them.

- 7 I understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Proposal for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.3 of the RFP.
- 8 I believe that we satisfy the Qualification Criteria (Technical Capacity and Financial Capacity) and meet(s) the requirements as specified in Clause 2.1.1 of the RFP.
- 9 I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 10 I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- 11 I/We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/partners/managers/ employees.
- 12 I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
- 13 In the event of us being declared as the Successful Bidder, I/We shall agree to enter into a License Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 14 I/We have studied all the Bidding Documents carefully and also visited the Project area. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Right.
- 15 I/We offer a Bid Security in the form of a Demand Draft in accordance with the RFP.
- 16 The documents comprising the Proposal, as specified in Clause 2.12 of the RFP, have been submitted in the manner set out in the RFP.
- 17 I/We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project/Right is not awarded to me or our Proposal is not opened or rejected.
- 18 Financial Proposal is submitted by me after taking into consideration all the terms and conditions stated in the RFP; draft Agreement, our own estimates of costs and revenues and after a careful assessment of the site and all the conditions that may affect the implementation of the Project.
- 19 I/We agree and undertake to abide by all the terms and conditions of the RFP.
- 20 I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Proposal Due Date specified in the RFP.
- 21 I/We hereby submit the copy of the entire bidding document of ___ pages (including RFP, corrigendum, if any) duly signed, stamped on each page with page numbers and bounded (Spiral Binding). This bid document comprises of Covering Letter (Appendix A) along with

Checklist of Submissions (Appendix A1) with page numbers.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP document.

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Date

APPENDIX A1: Checklist of Submissions

Name of the Bidder:				
Sl. No	Description	Yes /No / NA	Page No's	Remarks (if Any)
1.	Company or Firm Registration documents			
2.	DD Towards cost of Bid Document			
3.	DD Towards Bid Security			
4.	Covering Letter as per Appendix A			
5.	Details of the Bidder as per Appendix B			
6.	Technical Capacity by Bidder and Chartered Accountant as per Appendix C			
7.	Financial Capacity by Bidder and Chartered Accountant as per Appendix D			
8.	Power of Attorney as per Appendix E			
9.	Copy of Certificate of Incorporation /Registration Certificate and Partnership Deed / Proprietor Ship firm			
a	Copy of Pan Card			
b	Copy of GST Registration			
c	Copy of Trade License			
d	Copy of FSSAI License			
10.	Copy of audited annual reports for 2016-17, 2017 – 18, 2018 – 19, 2019 -20 & 2020 -21 financial years			
11.	Copy of RFP Document and Corrigenda/ addenda, if any			

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP document.

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Date

APPENDIX B: FORMAT FOR DETAILS OF BIDDER
(To be submitted on the Letterhead of the Bidder)

1. (a) Name of the Company / Firm / Concern

- (b) Address

- (c) Date of incorporation and/or commencement of business.

2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project.

3. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder:
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Mobile Number :
 - (f) E-Mail Address :

1. A statement by the Applicant disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past.

No.	Criteria	Yes	No
1.	Has the Applicant been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project (BOT or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application?		
3.	Has the Applicant paid liquidated damages of more than 5% (five per cent) of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

APPENDIX C: FORMAT FOR TECHNICAL CAPACITY OF THE BIDDER

(To be submitted on the Letterhead of the Bidder)

(Refer Clause 2.1.1(b) of the RFP)

Item	Particulars
Name of the Restaurants	1. 2. 3.
Location of the Restaurants	1. 2. 3.
Seating Capacity of the Restaurants	1. 2. 3.
The restaurants are operational from	1. From date.....to date..... 2. From date.....to date..... 3. From date.....to date

Instructions:

- The details cited must comply with the eligibility criteria specified in Clause 2.1.1.
- The Bidder should furnish following documents:
 - A copy of trade license from concerned local body, Municipality, Corporation, etc.
 - Copy of PAN, GST Registration Certificate
- Certificate from Chartered Accountant in the format provided below.

Format for Certificate for Technical Capacity of the Bidder

(To be submitted on the Letterhead of Chartered Accountant)

TO WHOMSOEVER IT MAY CONCERN				
<p>We have verified the relevant statutory and other records of M/s _____ [Name of the Bidder], and certify that M/s _____ [Name of the Bidder] is the operator of the following restaurants with the details of seating capacity, location and operational period given below:</p>				
S.No	Name of the Restaurant/ Brand Name	Seating Capacity	Location	Operational Period
1				
2				
3				
<p>This certificate is being issued to be produced before The Managing Director, Telangana State Tourism Development Corporation, Hyderabad.</p>				
<p>Seal and Signature of the Chartered Accountant (including Membership No.) Date: _____ Place: _____</p>				

Note:

- *It may be noted that in the absence of any detail from the certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in evaluation of experience criteria. The Chartered Accountant should clearly indicate the membership number assigned by the Institute of Chartered Accountants of India or equivalent organisation abroad.*

APPENDIX D: FORMAT FOR FINANCIAL CAPACITY OF THE BIDDER

(Refer to Clause 2.1.1(c) of the RFP)

(To be submitted on the letterhead of the Bidder)

(In Rs. Crores)

Bidder Name	Bidder Type (Company / Partnership Firm / LLP / Proprietorship)	Annual Turnover* (Please mention the three FYs considered)		

*Required to provide annual turnovers of any of the three Financial Years from the last five years (2016-17, 2017-18, 2018-19, 2019-20, 2020-21) as per the audited accounts.

Instructions:

- Annual Turnover = Annual Income as indicated in the annual financial statement
- Along with the above format and information, the Bidders for demonstrating the Financial Capacity should furnish the following:
 - The Bidder shall attach copies of the audited annual reports of any of the three Financial Years (mentioned in the above table) from the last five years (2016-17, 2017-18, 2018-19, 2019-20, 2020-21). The financial statements shall:
 - reflect the financial situation of the Bidder;
 - be complete, including all notes to the financial statements; and
 - correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- Chartered Accountant certificate (with stamp & membership no) specifying the annual turnovers of the Bidder for any of the three Financial Years from the last five years (2016-17, 2017-18, 2018-19, 2019-20, 2020-21) in the format provided below.

Format for Certificate for Financial Capacity

(To be submitted on the letterhead of the Chartered Accountant)

We have verified the relevant statutory and other records of M/s _____
[Name of the Applicant], and certify that the Annual Turnovers for the three financial years from the last five years as follows:

(in Rs. Crores)

Bidder Name	Bidder Type (Company / Partnership Firm / LLP / Proprietorship)	Annual Turnover (Please mention the three FYs considered)		

This certificate is being issued to be produced before **The Managing Director, Telangana State Tourism Development Corporation, Hyderabad.**

Date & Signature and Seal of the Chartered Accountant
(clearly indicating membership number)

Date: _____

Place: _____

APPENDIX E: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(To be submitted on Stamp paper of appropriate value)

POWER OF ATTORNEY

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms. _____ (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our **"Proposal for Selection of Operator for Operation & Maintenance of Restaurant at the Ground Floor of Paryatak Bhavan, Begumpet, Hyderabad on Licence to Operate Basis"**, to **The Managing Director, Telangana State Tourism Development Corporation, Hyderabad** (the "Authority") including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in Bidders' and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the License Agreement and undertakings consequent to acceptance of our Proposal, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us and/or till the execution of the License Agreement with the Authority.

AND

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 2021.

For _____
(Signature)
(Name, Title and Address)

Accepted:

Witnesses:

[Notarised]
(Signature)
(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

APPENDIX F: FORMAT FOR FINANCIAL PROPOSAL

(To be submitted on the letterhead of the Bidder)

[Location, Date]

From,

To,

The Managing Director
Telangana State Tourism Development Corporation Limited
Tourism House, No.3-5-891, Himayat Nagar, Hyderabad – 500029

Dear Sir,

Subject: **Selection of Operator for Operation & Maintenance of Restaurant at Ground Floor of Paryatak Bhavan, Begumpet, Hyderabad on Licence to Operate Basis - Financial Proposal - Reg.**

We, the undersigned, offer to undertake the Project in accordance with your Request for Proposal dated <Date of NIT Publication>, and our Proposal (Technical Proposal and Financial Proposal).

1. I / We hereby offer and agree to pay the following amount every month as Monthly Fee (exclusive of GST) for the first year of License Period to the Authority for the aforementioned Project in accordance with the terms of the Agreement as provided below:

Reserve Monthly Fee (A)	Quoted amount over and above the Reserve Monthly Fee (B)	Total Amount (In figures) (A + B)	Total Amount (In words) (A + B)
Rs. 2,34,160			

2. In case of a discrepancy between the amount expressed in figures vis-à-vis the amount expressed in words, the higher of the two shall prevail.
3. The Monthly Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Proposal.
4. The Monthly Fee has been quoted by me/us is higher than the Minimum Monthly Fee specified in the Bidding Documents.
5. I / we understand that the Authority is not bound to accept any Proposal(s) received.
6. I/ we agree that my / our Financial Proposal shall remain valid for a period of 180 (One Hundred and Eighty) days from the Proposal Due Date prescribed for submission of Proposal.
7. I / we confirm that our Financial Proposal is unconditional and that we accept all terms and conditions specified in the Bidding Documents.

8. I / we agree to be bound by this offer if we are the Successful Bidder for the Project.

Thanking you,

Yours Faithfully,

Authorized Signature:

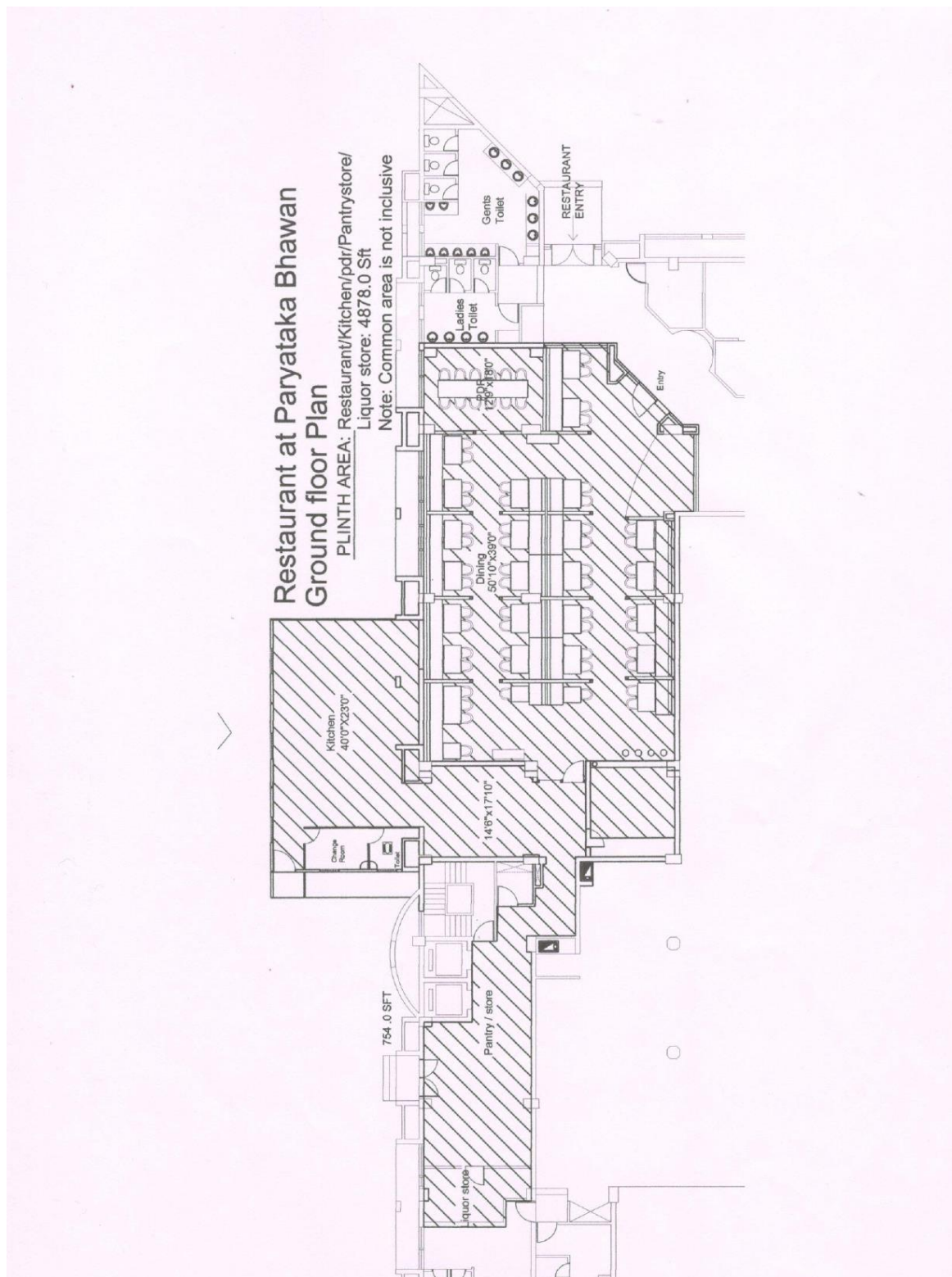
Name and Title of Signatory:

Name of the Bidder:

Notes:

- i. The Monthly Fee payable to the Authority by the Successful Bidder for the first year of License Period shall be Monthly Fee quoted by the Bidder for the first year. From the second year onwards the Monthly Fee would be escalated by 5% on the amount quoted for the first year, thereafter compounded annually throughout the License Period.
- ii. The Monthly Fee offered by the Successful Bidder shall be payable to the Authority from the Fourth (4th) month of execution of the Agreement.
- iii. The Monthly Fee is exclusive of GST. The GST shall be payable by the Operator over and above the monthly Fee.
- iv. The Monthly Fee shall be payable to the Authority, in advance (on or before 10th day of every month).
- v. The Monthly Fee payment details shall be furnished to the Authority adhering to the format provided.
- vi. For the purpose of computation or payment of License Fee, Monthly License Fee denotes monthly payment to be made to the Authority from the fourth (4th) month of the date of signing of the Agreement till the end of License Period.

ANNEXURE I: INDICATIVE PROJECT FACILITIES
RESTAURANT AT GROUND FLOOR OF PARYATAK BHAVAN, BEGUMPET, HYDERABAD



**SELECTION OF OPERATOR FOR
OPERATION & MAINTENANCE OF RESTAURANT AT
GROUND FLOOR OF PARYATAK BHAVAN, BEGUMPET,
HYDERABAD ON LICENSE TO OPERATE BASIS**

**REQUEST FOR PROPOSAL
VOLUME II – DRAFT LICENSE AGREEMENT**

SEPTEMBER 2021



**TELANGANA STATE TOURISM DEVELOPMENT CORPORATION LIMITED
TOURISM HOUSE, NO.3-5-891, HIMAYAT NAGAR, HYDERABAD – 500029
Tel: 040-23262151, 52, 53, 54, Fax: 040-23261801**

TABLE OF CONTENTS

1.	PARTIES	1
2.	SUBJECT MATTER OF AGREEMENT	2
3.	DATE OF COMMENCEMENT OF AGREEMENT	2
4.	PERIOD OF CONTRACT AND EXTENSION	2
5.	DELIVERY OF POSSESSION OF PROPERTY	2
6.	SECURITY DEPOSIT	2
7.	COMMISSIONING OF FACILITIES & OBLIGATIONS	2
8.	MONTHLY LICENSE FEE	3
9.	PERIODICITY AND PLACE OF PAYMENT OF MONTHLY LICENSE FEE	4
10.	PENALTY FOR DELAY IN PAYMENT OF DUES	4
11.	INSURANCE/SECOND PARTY'S OBLIGATION UNDER PUBLIC LIABILITIES INSURANCE ACT, 1981	4
12.	OPERATION OF PROJECT FACILITIES	5
13.	SECURITY MEASURES FOR INFLAMMABLE MATERIALS	5
14.	RIGHT TO FIX RATES	5
15.	TRADE NAME AND STANDARDS	6
16.	MAINTENANCE OF QUALITY OF SERVICES AND PREVENTION OF IMMORAL / ILLEGAL ACTIVITIES	6
17.	RIGHTS TO BENEFITS AND CONCESSIONS	6
18.	APPOINTMENT OF EMPLOYEES AND CONTRACTORS/SUPPLIERS	6
19.	LIABILITY FOR COMPLIANCE WITH LABOUR AND INDUSTRIAL LEGISLATION	7
20.	TAX & OTHER LIABILITIES ARISING OUT OF OPERATION	7
21.	ENVIRONMENT / POLLUTION ASPECT	7
22.	MAINTENANCE OF AISLE SPACE OF THE SCHEDULE PROPERTY	8
23.	RIGHT TO INSPECTION AND SURVEY	8
24.	ROUTINE AND NON-ROUTINE REPAIRS AND MAINTENANCE	8
25.	SECOND PARTY NOT TO TRANSFER INTEREST IN THE PROPERTY	8
26.	FORCE MAJEURE	9
27.	EXTENSION OF TIME/EXCUSE OF PERFORMANCE	9
28.	EVENTS OF DEFAULT	9
29.	TERMINATION OF THE AGREEMENT BY THE SECOND PARTY	10
30.	TERMINATION OF AGREEMENT BY FIRST PARTY	10
31.	TAKING OVER OF THE PROPERTY ON TERMINATION / EXPIRY OF THE CONTRACT	10
32.	INDEMNIFICATION	11
33.	PART OF THE CONTRACT	11
34.	JURISDICTION	11
35.	DISPUTE RESOLUTION	11
36.	NOTICES	11
37.	CONSEQUENCES OF TERMINATION OR EXPIRY OF AGREEMENT BY EFFLUX OF TIME	12

SCHEDULE A – SCHEDULE OF ASSETS	15
SCHEDULE B – MONTHLY LICENSE FEE	16
<i>In addition to the above payments, Applicable GST is payable as per the norms of Government of India</i>	16

DRAFT LICENSE AGREEMENT

1. PARTIES

This agreement made this _____ day of _____ 2021

between

Telangana State Tourism Development Corporation Limited, a company incorporated under the Companies Act, 2013, having its registered office at H. No. 3-5-891, Tourism House, Himayat Nagar, Hyderabad – 500029 through its Managing Director herein after called the FIRST PARTY (which expression shall unless excluded by or repugnant to the context include its successors in office and assigns) of the FIRST PART;

and

_____, a company incorporated by the Preferred Bidder, exclusively for the Project, under the Companies Act, 2013, having its registered Office at _____, through _____, the Authorised Signatory, herein after called the SECOND PARTY (which expression shall unless excluded by or repugnant to the context include its successors in office and assigns) of the SECOND PART;

and

_____, a [Proprietorship/ Partnership Firm /LLP/Company] having its registered office at _____ through _____, its duly authorized signatory hereinafter called the THIRD PARTY (which expression shall unless excluded by or repugnant to the context include its successors in office and assigns) of the THIRD PART.

2. SUBJECT MATTER OF AGREEMENT

The subject matter of this Agreement is “Operation and Maintenance of Restaurant at Ground Floor, Paryatak Bhavan, Begumpet, Hyderabad” as detailed in Schedule A.

3. DATE OF COMMENCEMENT OF AGREEMENT

This agreement shall commence from _____ day of _____
(the start date) to _____ day of _____ (the end date).

4. PERIOD OF CONTRACT AND EXTENSION

- 4.1. This Agreement shall be for a period of 10 (ten) years starting from the date of completion of Moratorium Period (which is 3 months from the date of execution of Agreement) i.e., ____ day of _____.
- 4.2. This Agreement may have a scope for extension for another 5 (five) years, if there is no default by the SECOND PARTY during the License period. The provisions of this Agreement except for Clause 4.2 will apply mutatis mutandis to the extended period.

5. DELIVERY OF POSSESSION OF PROPERTY

The property mentioned in Schedule A would be handed over by FIRST PARTY to the SECOND PARTY on “as is where is” basis within 7 (seven) days of commencement of this agreement, free from all charges and encumbrances.

6. SECURITY DEPOSIT

- 6.1. The SECOND PARTY has furnished a Demand Draft to FIRST PARTY for Rs. _____/- (Rupees _____ only) [equivalent to six months of Monthly License Fee quoted for the 1st year of the Project] towards Security Deposit prior to signing of this agreement.
- 6.2. The FIRST PARTY will have the right to revoke the Demand draft against any such incidents for which the SECOND PARTY is liable and fails to comply the agreement or indemnify. The SECOND PARTY should submit a new Demand Draft within 30 days of such incident.

7. COMMISSIONING OF FACILITIES & OBLIGATIONS

- 7.1. The SECOND PARTY will ensure that the project facilities i.e. Operation of the project facilities are commissioned and opened within 03 (three) months from the date of signing of this Agreement.
- 7.2. Not Used.
- 7.3. The SECOND PARTY will be required to obtain and maintain all the applicable statutory approvals, licences and clearances for operation and management of the facilities throughout the Project Period.
- 7.4. The existing movable furniture/fixtures if any, except for the kitchen crockery, cutlery and utensils, will be offered to the SECOND PARTY as is where is basis, free of cost, and the

SECOND PARTY shall return the same upon completion of license period, as is basis subject to normal wear and tear. If the SECOND PARTY wishes to replace the existing furniture/fixtures or add additional furniture/fixtures, may do so and the added furniture/fixtures, if any, shall be taken back by the SECOND PARTY after completion of the license period.

- 7.5. Fixtures to be made by the SECOND PARTY should be with prior approval of the FIRST PARTY and should not be taken back by the SECOND PARTY after completion of the license period.
- 7.6. Not Used.
- 7.7. In case, the Operation of the project facilities in 03 (three) months from the date of signing of Agreement is not achieved by the SECOND PARTY, even if the Monthly License Fee is paid without default, it will be considered as Event of Default.
- 7.8. The FIRST PARTY or its authorised agencies are authorised to inspect the facilities anytime to check compliance with the conditions specified in the RFP and Agreements and general condition of the maintenance of the project from time to time and can take appropriate action in case the Project is not operational in accordance with the terms with the Agreement.
- 7.9. In any case, subject to Force Majeure, if the operations are closed for more than three (3) months without information to/permission from the FIRST PARTY, the FIRST PARTY shall have the right to cancel the Project, even if the Monthly Fee is paid without default by the SECOND PARTY.
- 7.10. The SECOND PARTY shall be fully entitled to all earnings / profits from the operations of the schedule property.

8. MONTHLY LICENSE FEE

- 8.1. The SECOND PARTY quoted the Monthly License Fee of Rs. _____/- (Rupees _____ only) [quoted amount of Successful Bidder] plus GST / taxes as applicable, which shall be increased every year by 5% of the Monthly License Fee of the previous year as provided in Schedule B. The FIRST PARTY shall be entitled to receive the Monthly License Fee. GST shall be payable by the SECOND PARTY over and above the monthly fee.
- 8.2. Not Used.
- 8.3. The SECOND PARTY should pay the Monthly License Fee to the FIRST PARTY from the date of completion of Moratorium Period (which is 3 months from date of signing of agreement), irrespective of the fact that the SECOND PARTY has not started the commercial operations of the Project. In other words, the SECOND PARTY shall not be entitled to seek any reduction in Monthly License Fee, claim, damages, compensation or any other consideration from the FIRST PARTY on account of any reason.

9. PERIODICITY AND PLACE OF PAYMENT OF MONTHLY LICENSE FEE

- 9.1. There will be 03 (three) months moratorium on payment of Monthly License Fee from the date of signing of License Agreement for operation of the project facilities.
- 9.2. The Monthly License Fee shall be payable by the SECOND PARTY to the FIRST PARTY from the fourth (4th) month of the date of signing of the License Agreement.
- 9.3. The Monthly License Fee shall be payable in advance by the SECOND PARTY to FIRST PARTY on or before 10th day of every month.
- 9.4. For the purpose of computation or payment of License Fee, Monthly License Fee denotes monthly payment to be made to the Authority from the fourth (4th) month of the date of signing of the Agreement till the end of License Period.
- 9.5. The payment shall be either through bank draft in the name of TSTDC Limited payable at Hyderabad or NEFT/RTGS Transfer.
- 9.6. The SECOND PARTY shall adhere to the format provided by the FIRST PARTY to furnish the Monthly Fee payment details.

10. PENALTY FOR DELAY IN PAYMENT OF DUES

- 10.1. In the event of delay in the payment beyond the period as stipulated above, a penal interest @ 18% (eighteen percent) per month shall be payable by the SECOND PARTY to FIRST PARTY on the amount due and payable.
- 10.2. A delay in the payment of more than 3 (three) months from the date the amount is due shall be considered to be an event of default and will automatically entitle the FIRST PARTY to cancel the existing agreement by and between the parties and revoke the Security Deposit as per Clause 6.

11. INSURANCE/SECOND PARTY'S OBLIGATION UNDER PUBLIC LIABILITIES INSURANCE ACT, 1981

- 11.1. SECOND PARTY shall take adequate coverage of insurance as specified in Clause 11 for the property and all substances which have been declared to be hazardous substances under the notification issued from time to time under Public Liabilities Insurance Act, 1981 or any rule framed there under or any applicable law.
- 11.2. The SECOND PARTY shall at its own cost insure the property as specified in Schedule A against any such risk to the property or properties due to the fault and negligence of the SECOND PARTY during the subsistence of the agreement in the name of FIRST PARTY.
- 11.3. The SECOND PARTY shall take adequate coverage of insurance for the property and properties against damage, destruction by fire, flood, earthquake, mob violence, or such other causes.
- 11.4. In the event of occurrence of any of the eventualities covered by the insurance, taken by the FIRST PARTY or SECOND PARTY the amount payable under the insurance policy shall be receivable by FIRST PARTY.

- 11.5. The SECOND PARTY shall, from time to time, pay the premium(s) to be paid under the insurance policy to be taken out in the above respects and submit the original document to FIRST PARTY.
- 11.6. The SECOND PARTY shall be responsible for pursuing any claims at its own costs, acting as the agent of FIRST PARTY. After the due amount has been received by FIRST PARTY, the FIRST PARTY shall transfer the money to the SECOND PARTY for undertaking the work of repair and / or renovation of the damages and destruction portion of the property at a cost not less than the claim amount received and within the period not exceeding 6 (six) months from the date of receipt of the claim amount from FIRST PARTY.

12. OPERATION OF PROJECT FACILITIES

- 12.1. The SECOND PARTY shall have the right to operate the existing facilities in the schedule property.
- 12.2. In regard to operation of the project facilities where approval / permission of local bodies is required it will be the sole responsibility of the SECOND PARTY to diligently obtain such approvals /permissions and shall keep FIRST PARTY indemnified.
- 12.3. The SECOND PARTY shall operate the project facilities within 03 (three) months from the date of execution of this Agreement.
- 12.4. Any modification and / or addition carried out in violation of the stipulations aforesaid shall be deemed unauthorized construction and shall be considered to be SECOND PARTY Event of Default.
- 12.5. The SECOND PARTY shall transfer the project facilities to the FIRST PARTY or its authorized representative upon expiry of the Agreement in accordance with the provisions of this Agreement.
- 12.6. Separate sub-meters are installed for water and power consumption and the respective charges as per sub-meters shall be paid in addition to the license fee, by the SECOND PARTY on or before the 10th day of relevant Month to FIRST PARTY.
- 12.7. Operator shall set up their own power backup.

13. SECURITY MEASURES FOR INFLAMMABLE MATERIALS

The SECOND PARTY shall not store combustible and explosive materials and / or any other prohibited materials in the schedule premises. However, SECOND PARTY may keep adequate quantities of liquefied petroleum gas, kerosene, petrol and high/low speed diesel, etc. for the purpose of cooking and operation of diesel generating sets, etc. after taking due permission, care, and measures as per law of the land from appropriate Authority.

14. RIGHT TO FIX RATES

- 14.1. The SECOND PARTY shall have the sole authority to fix rates for the facilities & services to be provided by it and shall have the sole right to decide the restaurant furniture, furnishings, menu for food and beverages but in compliance to the local laws and in consultation with

the FIRST PARTY and the details thereof should be provided to the FIRST PARTY from time to time with price justification.

15. TRADE NAME AND STANDARDS

- 15.1. The SECOND PARTY is free to have its own business identity for operating the facility. However, trade name and logo of “HARITHA” and “TELANGANA TOURISM” “(Name of the project property)” or as specified by the FIRST PARTY shall also be visibly displayed at the premises by the SECOND PARTY. The SECOND PARTY shall ensure that the site furniture and furnishings including crockery/ cutlery/linen, etc. used in the property is of the standard brand of industry acceptance.

16. MAINTENANCE OF QUALITY OF SERVICES AND PREVENTION OF IMMORAL / ILLEGAL ACTIVITIES

- 16.1. The SECOND PARTY shall have to maintain high standard of the quality of food, cleanliness, hygiene etc., within the Property premises and take due care to prevent any immoral/illegal activities in the premises. In order to ensure enforcement of the above provisions, FIRST PARTY shall have the right of inspection without notice.
- 16.2. Prior permission to provide any service other than mentioned in the document shall be obtained from FIRST PARTY.
- 16.3. In case the FIRST PARTY observes an issue with regard to the quality, cleanliness, hygiene, services, customer complaints etc., the FIRST PARTY may issue a notice to address the same within 30 days. If the said issues are not sorted out within 30 days, it will be treated as an Event of Default and necessary actions will be initiated on the SECOND PARTY.
- 16.4. The SECOND PARTY shall be responsible for all the required licenses like Food/Health Licenses and other licenses as relevant and approvals related to running the property/ business.
- 16.5. The SECOND PARTY shall keep indemnified the FIRST PARTY for any liability /losses / claims that may arise in this regard and shall have to settle such liabilities/ losses / claims, if any, at its own cost. The FIRST PARTY has the right to revoke the Security Deposit if such claims are not settled by the SECOND PARTY.
- 16.6. The SECOND PARTY shall not act in any manner, which may be detrimental to the interest/ reputation/ credibility of the FIRST PARTY.
- 16.7. Any violation of the above shall be treated as an Event of Default.

17. RIGHTS TO BENEFITS AND CONCESSIONS

- 17.1. Not Used.

18. APPOINTMENT OF EMPLOYEES AND CONTRACTORS/SUPPLIERS

- 18.1. The SECOND PARTY shall have the right to select and appoint any number of employees/staff/contractors/suppliers/brands as it may deem fit for smooth operation and

functioning of the facility, as per law of the land. FIRSTPARTY shall have no say whatsoever in the selection of any such employees/contractors/suppliers/brands.

- 18.2. The SECOND PARTY shall not be bound to takeover any present employee of FIRST PARTY, if any, working at the property.
- 18.3. The FIRST PARTY similarly indemnifies the SECOND PARTY against any disruption of work caused by any of the existing employees, contractors, labour union relating to the scheduled property for the period prior to the signing of this agreement.
- 18.4. The staff hired/employed by the SECOND PARTY shall be in the payrolls of the SECOND PARTY or its service providers and staff so employed shall have no claim of any relationship in any manner with the FIRST PARTY even after pre-mature termination of the agreement and/or expiry of the agreement.
- 18.5. The SECOND PARTY undertakes to indemnify FIRST PARTY against any financial and other liabilities in relation to the employees/contractors/suppliers/brands who maybe engaged by the SECOND PARTY. SECOND PARTY shall take all reasonable precautions for the prevention of accidents of their employees and visitors at the Project premises and provide all reasonable assistance and emergency medical aid to accident victims.

19. LIABILITY FOR COMPLIANCE WITH LABOUR AND INDUSTRIAL LEGISLATION

- 19.1. The SECOND PARTY undertakes to abide by all relevant labour and industrial legislations' including Minimum Wages Act, PF Act, ESI Act, Shops and Establishment Act as applicable to the relevant industry.
- 19.2. The SECOND PARTY indemnify FIRST PARTY to the extent of any liability accrued to the SECOND PARTY during the tenure of this agreement. FIRST PARTY similarly indemnify the SECOND PARTY to the extent of any liability accrued to FIRSTPARTY prior to the signing of this agreement.

20. TAX & OTHER LIABILITIES ARISING OUT OF OPERATION

- 20.1. The SECOND PARTY shall reimburse the Property Tax to the FIRST PARTY proportionately based on the extent of area licensed.
- 20.2. SECOND PARTY shall be responsible for the payment of all other liabilities / taxes/ duties resulting from the operation of the facility, as presently applicable or may be made applicable during the tenure of this agreement.
- 20.3. The liability of the SECOND PARTY towards those mentioned above shall be limited to the period during which this agreement remains operative.

21. ENVIRONMENT / POLLUTION ASPECT

- 21.1. The SECOND PARTY shall be solely responsible for obtaining all necessary approvals / clearances as required from the appropriate State / Central Environment / Pollution Authorities and to observe and follow at its own cost all relevant State / Central

Environment / Pollution rules and regulations as applicable or made applicable during the period of this agreement.

- 21.2. Regardless of whether or not a given hazardous material (as such term may be defined in any applicable environmental law) is permitted under applicable environmental law, the SECOND PARTY shall only bring within the scheduled property such hazardous material as are needed in its normal course of business.

22. MAINTENANCE OF AISLE SPACE OF THE SCHEDULE PROPERTY

- 22.1. The SECOND PARTY shall not carry out any business activity in the common area (except for the help desk) and shall maintain the space clean and appealing. All business activities shall be carried out within allotted space.
- 22.2. The SECOND PARTY shall maintain the property in good order at its own expenses, provided that in the event of its negligence to carry out any necessary work within 30 days from the date of receipt of notice from the FIRST PARTY, the FIRST PARTY shall be entitled to carry out such work and recover from the SECOND PARTY all costs and expenses thereof.
- 22.3. ~~If at any time during the period of this Agreement, the FIRST PARTY is of the opinion that the state of the boundary marks or lines is such that a re-survey of the area is necessary, the FIRST PARTY may direct such re-survey of the area to be made at the cost of the SECOND PARTY.~~ Not Used
- 22.4. In case it is found that the SECOND PARTY has committed any irregularity by encroaching upon any extra space, or any breach of its obligations hereunder, the SECOND PARTY shall keep the FIRST PARTY indemnified against any legal / financial implications / claims due to encroachment / use in occupation of any additional space beyond the space allotted / handed over as mentioned in Schedule A enclosed.
- 22.5. SECOND PARTY shall appoint one person to coordinate with restaurant visitors for parking.

23. RIGHT TO INSPECTION AND SURVEY

- 23.1. The SECOND PARTY shall at all times allow the officers of the FIRST PARTY and/or Government of Telangana, free and undisturbed access to project area for the purpose of inspection, survey and otherwise with or without notice.

24. ROUTINE AND NON-ROUTINE REPAIRS AND MAINTENANCE

- 24.1. The SECOND PARTY shall make or cause to be made at its own cost such routine maintenance, repairs and minor alterations from time to time as deemed necessary for maintaining the scheduled property in good condition.

25. SECOND PARTY NOT TO TRANSFER INTEREST IN THE PROPERTY

- 25.1. The SECOND PARTY shall have no authority to transfer, assign, or dispose of FIRST PARTY's right or obligation or interest by way of mortgage, charge, sale, hypothecation, pledge, hire, encumbrance, license or otherwise in manner or part with the possession of the schedule

property or any part thereof or allow or create any lien, charge, attachment or other claims thereof. Any deviation from the same shall be considered to be a serious breach of this agreement and will be an act of default.

- 25.2. The SECOND PARTY shall not have the right to sub-license the project facilities or part thereof to any entity or individual.

26. FORCE MAJEURE

- 26.1. An event of “Force Majeure” shall mean the following events or circumstances, to the extent that they delay or otherwise adversely affect the performance beyond the reasonable control of SECOND PARTY, or its agents and contractors, or their duties and obligations under this Agreement, or the performance by FIRST PARTY of their respective duties and obligations under this Agreement:

- a) Acts of God, tornadoes, hurricanes, floods, sinkholes, fires and other casualties, landslides, earthquakes, epidemics, quarantine, pestilence, and/or abnormal inclement weather;
- b) Acts of a public enemy, acts of war, terrorism, effects of nuclear radiation, blockages, insurrections, riots, civil disturbances, or national or international calamities; and
- c) Any temporary restraining order, preliminary injunction or permanent injunction, unless based in whole or in part on the actions or failure to act of SECOND PARTY.

27. EXTENSION OF TIME/EXCUSE OF PERFORMANCE

- 27.1. SECOND PARTY shall be entitled to an adjustment in the time for excuse of the non-performance of any duty or obligation of SECOND PARTY under this Agreement for Force Majeure events described in Clause 26, but only for the number of days due to and/or resulting as a consequence of such causes and only to the extent that such occurrences actually prevent or delay the performance of such duty or obligation or cause such performance to be commercially unreasonable.

28. EVENTS OF DEFAULT

- 28.1. Events of Default by SECOND PARTY shall mean the following:

- 28.1.1. Delay in payment of Monthly License Fee in advance.
- 28.1.2. Delay in payment of Monthly License Fee for more than three months.
- 28.1.3. Fails or does not issue such Security Deposit Demand Draft within 30 days of its due.
- 28.1.4. Fails to maintain in full force and affect those policies of insurance.
- 28.1.5. Fails to Operationalise the project facilities in 03 (three) months from the date of signing of Agreement.
- 28.1.6. Carries out any unauthorized construction.
- 28.1.7. Carries out a material breach of this agreement.

- 28.2. Events of Default by FIRST PARTY shall mean the following:

- 28.2.1. Delay in handing over the schedule property.

28.2.2. Schedule property is not free from charge and/or encumbrances.

29. TERMINATION OF THE AGREEMENT BY THE SECOND PARTY

- 29.1. The SECOND PARTY shall have the option to terminate the Agreement at any time before its expiry by clear notice of 3 (three) months in writing to the FIRST PARTY intimating its intention to do so provided, however, that the SECOND PARTY shall not be released of its obligations under this agreement unless and until the SECOND PARTY restores use of the entirety of the property, makes payment of all sums payable by it to the FIRST PARTY under this agreement and has discharged all liabilities under any rule/law in existence. The SECOND PARTY shall have to carry on discharging its obligations and maintain operation of the Property till being released of its obligation by the FIRST PARTY.
- 29.2. On the happening of any one of the Events of Default by FIRST PARTY as enumerated in Clause 28.2.

30. TERMINATION OF AGREEMENT BY FIRST PARTY

- 30.1. The FIRST PARTY shall be at liberty to terminate this agreement at any time before its expiry by giving clear notice of 3 (three) months in writing to the Second PARTY intimating its intention on any one or more of the following grounds:
- 30.1.1. Subject to Force Majeure, the SECOND PARTY fails to start commercial operation of the scheduled property within a period of 03 (three) months from the date of signing of the Agreement.
- 30.1.2. The scheduled property is used by the SECOND PARTY for purposes other than the purposes mentioned in this Agreement.
- 30.1.3. Subject to Force Majeure, the SECOND PARTY fails to substantially perform or comply with any commitment, agreement, covenant, term or condition (other than those specifically described in any other subparagraph of this Clause) of this Agreement.
- 30.1.4. If the SECOND PARTY fails to remedy any such act of default as stipulated in this Agreement within 30 (thirty) days after receipt of written notice of default with respect thereto from FIRSTPARTY.
- 30.1.5. If any representation or warranty made by SECOND PARTY hereunder is intentionally false or misleading in any material respect when made and such false or misleading representation or warranty either has a material adverse effect on the operations or has resulted in an unfair competitive advantage materially benefiting the SECOND PARTY in the offer selection process considering SECOND PARTY'S response to the offer in total.
- 30.1.6. Subject to Force Majeure, on the happening of any one of the Events of Default by SECOND PARTY as enumerated in Clause 28.1.

31. TAKING OVER OF THE PROPERTY ON TERMINATION / EXPIRY OF THE CONTRACT

- 31.1. The existing movable furniture/fixtures, except for the kitchen crockery, cutlery and utensils, offered to the SECOND PARTY as is where is basis, free of cost, shall be returned upon completion of license period, as is basis subject to normal wear and tear. If the SECOND PARTY wishes to replace the existing movable furniture/fixtures or add additional

furniture/fixtures, may do so and the added furniture/fixtures if any shall be taken back by the SECOND PARTY after completion of the agreement period. All immovable property that have been added by the SECOND PARTY shall be handed over to the FIRST PARTY, free of cost.

- 31.2. All movable property financed by the SECOND PARTY which are not taken over by or transferred to the FIRST PARTY or its nominated agency, shall be removed within a period of 30 days from the date of termination/expiry of the contract with prior written approval of FIRST PARTY.
- 31.3. The properties, as per schedule annexed to this agreement, shall be handed over to the FIRST PARTY by the SECOND PARTY at the time of expiry/termination of this agreement.

32. INDEMNIFICATION

- 32.1. The SECOND PARTY indemnifies and holds FIRST PARTY harmless from and against all liabilities, losses, claims, damages, costs and expenses that may be incurred by or asserted against any such party / FIRST PARTY or any liability accrued by the SECOND PARTY during the period of this Agreement.

33. PART OF THE CONTRACT

- 33.1. All documents relating to taking over the property and the property schedule shall form part of this Agreement. The deed of license shall be registered by the Second Party within three months from the date of Agreement.

34. JURISDICTION

- 34.1. The parties hereto, by this agreement do hereby confer express jurisdiction on the courts of Hyderabad to entertain any proceeding arising out of this agreement.

35. DISPUTE RESOLUTION

- 35.1. In the event of any dispute arises between the parties, the representatives for both the sides shall use their best efforts to amicably resolve the dispute within 60 (sixty) days.
- 35.2. Any issue, which is not settled in 60 (sixty) days, will be referred to the Court of Law.

36. NOTICES

- 36.1. Any contractual notice, report, certificate or other communication to be given to the either party under this Agreement shall be served by sending the same by facsimile transmission (with a confirmation copy by mail or by hand delivery) to or by leaving the same at, the respective addresses set out in this Agreement or such other addresses as may be nominated for the purpose.

Notices to be issued by either party shall include the following:

- 36.1.1. Notice intimating SECOND PARTY that the Monthly License Fee has fallen due and if the same is not paid on an immediate basis the FIRST PARTY shall be forced to invoke the penalty clause.
- 36.1.2. Notice intimating SECOND PARTY that the Monthly License Fee has fallen due for more than three months and if the same is not paid within the remaining days left then FIRST PARTY will terminate the Agreement.
- 36.1.3. Notice by FIRST PARTY to SECOND PARTY in case of any Event of Default committed by SECOND PARTY.
- 36.1.4. Notice by FIRST PARTY that the SECOND PARTY has not remedied such event of default for more than 30 (thirty) days and if the same is not remedied within a further period of 30 (thirty) days then FIRST PARTY will terminate the Agreement.
- 36.1.5. Notice by SECOND PARTY to FIRST PARTY in case of any Event of Default committed by FIRST PARTY.
- 36.1.6. Notice by SECOND PARTY that the FIRST PARTY has not remedied such event of default for more than 30 (thirty) days and if the same is not remedied within a further period of 30 (thirty) days then the SECOND PARTY will terminate the Agreement.

37. CONSEQUENCES OF TERMINATION OR EXPIRY OF AGREEMENT BY EFFLUX OF TIME

- 37.1. On the date when agreement terminates or expires, the possession of the project and project facilities along with all the immovable assets shall revert to the FIRST PARTY or its nominee, free and clear of any charges, liens and Encumbrances created or suffered by the SECOND PARTY.
- 37.2. The SECOND PARTY shall at its cost remove from the site all such moveable assets, which are not taken over by or transferred, to the FIRST PARTY or its nominated agency. In the event the SECOND PARTY fails to remove such objects within the stipulated time, the FIRST PARTY or its nominated agency may remove and transport or cause removal and transportation of such objects, after giving the SECOND PARTY notice of its intention to do so to a suitable location for safe storage. The SECOND PARTY shall be liable to bear the reasonable cost and the risk of such removal, transportation and storage.
- 37.3. The SECOND PARTY or its nominee(s) or sub-contractor or sub-licensee, and or persons claiming through or under them, as the case may be, shall cease to conduct all commercial activities within the project site from the transfer date.
- 37.4. The SECOND PARTY shall hand over to the FIRST PARTY or its nominated agency all documents including the operations manuals, designs, documents, and records relating to the Users, bookings made and such other information relating to the project.
- 37.5. To the extent possible, the SECOND PARTY shall assign to the FIRST PARTY or its nominated agency at the time of handover/ transfer all unexpired guarantees and warranties by sub-contractors, suppliers, and all insurance policies in respect of the project assets.

- 37.6. On the date when agreement terminates or expires, the project assets shall be in fair condition, subject to normal wear and tear, having regard for the nature of the asset, the construction and life of the facilities, constructions, structures, etc.
- 37.7. The personnel of the SECOND PARTY shall continue to be the employees of the SECOND PARTY and reverting back of the project and project facilities shall not in any manner affect their status as employees of the SECOND PARTY and they shall have no claim to any type of employment or compensation from the FIRST PARTY.
- 37.8. Till the time the possession of the project facilities reverts back to the FIRST PARTY, all risks shall lie with the SECOND PARTY for loss of or damage to the whole or any part of the project facilities, unless the loss or damage is due to an act or omission of the FIRST PARTY in contravention of its obligations under this Agreement.
- 37.9. The handover of immovable property comprising the project and the project assets shall be deemed to be a termination of all right of way and license rights granted to the SECOND PARTY in relation to the project. The movable assets installed by the SECOND PARTY comprising the project assets shall be deemed to be transferred by delivery of possession.
- 37.10. Pursuant to the reverting back of the possession of the project facility to the FIRST PARTY, the obligations and the rights of the SECOND PARTY under this Agreement shall terminate vis-à-vis the FIRST PARTY and the SECOND PARTY shall no longer act in its capacity as SECOND PARTY in relation or pursuant to this Agreement.

IN WITNESS WHERE OF THE PARTIES HAVE CAUSED THEIR COMMON SEALS TO BE HEREUNTO AFFIXED ON THE DATE, MONTH AND YEAR FIRST HERE IN ABOVE WRITTEN AS HEREINAFTER APPEARING.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement by their duly authorized representative on the date first above written:

SIGNED ON BEHALF OF FIRST PARTY	SIGNED ON BEHALF OF SECOND PARTY	SIGNED ON BEHALF OF THIRD PARTY
Name of FIRST PARTY:	Name of SECOND PARTY:	Name of THIRD PARTY:
Telangana State Tourism Development Corporation Limited		
(Signature)	(Signature)	(Signature)
Designation	Designation	Designation
Full Postal Address	Full Postal Address	Full Postal Address
Phone:	Phone:	Phone:
Fax:	Fax:	Fax:
Email:	Email:	Email:
Mobile:	Mobile:	Mobile:

In presence of Witnesses:

(i)

(ii)

Dated:

Place:

SCHEDULE A – SCHEDULE OF ASSETS

To be included after the joint site visit prior to the signing of Agreement

SCHEDULE B – MONTHLY LICENSE FEE

The SECOND PARTY quoted the Monthly License Fee of Rs.....and agreed to make payment of Monthly License Fee to the FIRST PARTY during the period of Agreement as under.

S.No.	License Period	Licence Fee Payable/Monthly	Payment Due Dates
1 to (3 months)	Exempted	Not Applicable
2	1 st Year (12 months)		To be paid on or before 10 th day of every month
3	2 nd Year (12 months)		
4	3 rd Year (12 months)		
5	4 th Year (12 months)		
6	5 th Year (12 months)		
7	6 th Year (12 months)		
8	7 th Year (12 months)		
9	8 th Year (12 months)		
10	9 th Year (12 months)		
11	10 th Year (12 months)		

In addition to the above payments, Applicable GST is payable as per the norms of Government of India