

Price of Bid Documents:- Rs.2000/- (Non refundable)

**ALLOTMENT OF LICENCE FOR RUNNING OF FOUR WHEELER
BATTERY OPERATED TROLLEYS
AT
NATIONAL ZOOLOGICAL PARK,
NEW DELHI
BID DOCUMENT**

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**NATIONAL ZOOLOGICAL PARK
(GOVERNMENT OF INDIA)
NEW DELHI**

Telephone No.: 24358500
FAX: 24352408
E-mail nzpnewdelhi@gmail.com
Website www.moef.gov.in

Price Rs. 2000/-

Tender Form No. _____

**F.No.III-11/2017-NZP/STORE
Government of India
National Zoological Park
Mathura Road, New Delhi – 110003**

SCHEDULE FOR FINALISATION OF BIDS / ALLOTMENT

- | | |
|--|---|
| 1. Sale of Tender Document | 10.04.2017 to 27.04.2018 upto 2.00 p.m. |
| 2. Pre-bid Conference | 12.04.2017 at 11. 00 a.m.
(at office of the Director,
National Zoological Park, N. Delhi) |
| 3. Revision of RFP | 13.04.2017 |
| 4. Receipt of bids | 12.04.2017 to 27.04.2018 upto 3.00 p.m. |
| 5. Opening of Technical Bid | 27.04.2017 at 3.30 p.m. |
| 6. Finalization of allotment/
Issue of allotment letter | 28.04.2017 |
| 7. Completion of formalities | 30.04.2017 |
| 8. Allotment / Possession | 01.05.2017 |
| 9. Validity of tender | 100 days from 01.05.2017 |

TERMS & CONDITIONS

1. Scope of Work for operation of Battery operated Trolleys

The Licencee shall have to bring his own trolleys each one having seating capacity not more than 20 persons. These trolleys will be used to take visitors for the round of the Zoo on the specified route. Each trolley will pickup interested visitors for the round from the designated point and drop them at the same point after the round is over. Each trip by a trolley will not be of less than 60 minutes duration. The licencee will dispense tickets to the visitors for the ride at the specified rates. The Licencee will be responsible for the safety of the visitors during the ride. The driver of the trolley will provide information to visitors about the Zoo for which the training will be provided by the Zoo. .

2. APPROVED RATES TO BE CHARGED FROM VISITORS

The licencee will charge visitors for the ticket at the rates as under:
(On all days when the zoo is open)

- | | | |
|--|-------|--|
| i. Adult | ----- | Rs. 60/- |
| ii. Child (5-12 years) | ----- | Rs. 30/- |
| iii. Child (Below 5 years) | ----- | Free |
| iv. Battery operated Trolley
Small (8 to 10 seater) | ----- | Rs. 400/- per trip
(No school concession) |
| v. Battery Operated Trolley`
(12 seater) | ----- | Rs.650/- per trip
(For school Rs. 100/- per trolley discount) |
| vi. Battery Operated per trolley
(14 seater) | ----- | Rs. 750/- per trip
(For school Rs. 100/- per trolley discount) |
| vii. Battery Operated per trolley
(20 seater) | ----- | Rs. 1000/- per trip
(For school Rs. 100/- per trolley discount) |

3. Terms and Conditions of the Operation

The licencee shall operate the trolleys as per the following terms and conditions of the contract in the National Zoological Park.

- 3.1 The licensee will have to employ minimum 10 no. of trolleys to maximum 20 no. of trolleys each day. The licensee can employ BOTs of varying seating capacities ranging from 4 to 20, however the daily combined seating capacity of the trolleys should not be less than 100 and not more than 400 on any day.
- 3.2 The trolleys will run on circular road (or as specified by the licensor). Route of trolleys should be depicted at trolley stand by the Licensee alongwith the rate chart and other conditions.
- 3.3 The trolley to be utilized in the National Zoological Park should be in good condition and technically fit. Director, National Zoological Park, at his discretion, can disallow any trolley, if it is found unfit for operation.
- 3.4 The trolleys will run from designated trolley stand and will terminate at the same place.
- 3.5 Space only will be provided for parking the trolleys in Store Section, and the party has to make his own arrangements for protection and safeguard of the trolleys. The licensor will not be responsible for any loss or damage to the trolleys on account of any reason whatsoever.
- 3.6 The trolleys should be fit for operation and it will be responsibility of the licensee to obtain necessary permission/registration for the same from the competent authorities.
- 3.7 The Driver operating the trolleys must have a valid driving licence for light motor vehicle. A copy of the licence should be given to this office for record. Without licence the driver shall not be permitted to operate the trolleys.
- 3.8 Electricity shall have to be taken from BSES by licensee for charging the battery operated trolleys at his own risk and cost.
- 3.9 The timings for operation of trolleys will be as under on all the days when Zoo is open to visitors.
1st April to 15th October : 9.00AM to 6.00PM
16th October to 31st March :9.30AM to 5.00 P.M.

- 3.10 One Battery operated trolley may be requisitioned by the National Zoological Park for the management of the Zoo whenever required in public interest.
- 3.11 The licensee must provide a full time supervisor to supervise the operations of trolleys
- 3.12 Friday is a Holiday for the Zoo. No compensation shall be allowed to the Licensee for any holidays or closure of the Zoo on account of any unavoidable circumstances. The trolleys shall not be operated when the Zoo is closed for visitors.
- 3.13 After the issuance of offer letter the successful bidder will produce all the battery operated trolleys to be placed in service, alongwith a list indicating ownership details, make and seating capacity in the prescribed format for approval before the signing the agreement. The Licensee has to produce the trolleys physically in tip top condition.
- 3.14 The licensee should be the owner of the trolleys by purchase/lease to be deployed in the Zoo.
- 3.15 The trolleys will not exceed the speed limit of 20km/hr.
- 3.16 It will be the duty of the Licensee to keep the trolley stand and the trolley parking area in the stores section, neat and clean.
- 3.17 All the Drivers operating the trolleys must be in uniform and should behave politely with the visitors.
- 3.18 The licensee will not have any objection to providing any other means of transport such as cycle etc. to visitors by Licensor as deem fit.

4. ELIGIBILITY CRITERIA FOR THE BIDDER

- 4.1 The bidder should be either a partnership/public/private company of a government approved contractor of the same in India having annual turnover of not less than Rs 5 lakhs from BOT operations in the last two years

- 4.2 The bidder should be registered under service Tax.
- 4.3 The bidder should have satisfactorily completed at least one contract of volume not less than Rs. 3.00 lakhs per annum in last two years from Government/Semi-Govt., PSUs/Other Govt. Bodies.
- 4.4 The application forms downloaded from the website should be accompanied by a Bank Draft of Rs. 2,000/- payable to the Director, National Zoological Park, New Delhi.
- 4.5 The bidder must be owner of at least Ten Battery Operated Trolleys by purchase/lease.

5. PAYMENT OF LICENCE FEE:

- 5.1 The licensee shall pay to the licensor a licence fee as agreed to for payment for the licensed term (hereinafter referred to as licence fee) in addition to the service tax and other government levies as applicable from time to time.
- 5.2 Licence fee has to be deposited before 7th of every month in advance. If the licensee fails to deposit the licence fee before 15th of every month in advance alongwith the penalty for delay @ Rs. 1,000/- per day then the licensor may terminate the contract at the risk and cost of the licensee and Security Deposit shall be forfeited to the Government and no claim shall be entertained.

6. PERIOD OF LICENCE:

- 6.1 The licence period will be from 01.05.2017 to 31.03.2018.
- 6.2 The licensee may without assigning any reason surrender the licence after giving three months prior written notice to the licensor, but in such an event the licensor shall not refund the licence fee and security deposit to the licensee.
- 6.3 Upon expiry of the period of licence term or earlier termination of the licence for any cause whatsoever the licensee shall have no right, title,

interest to use the said licenced premises. The licensor shall have undisputed right to make use of the said licenced premises at its discretion thereafter and also to grant licence and /or further rights of the licenced premises to any third person or any other party(ies).

- 6.4 Revocation /cancellation of licence for any reason whatsoever shall not absolve the licensee from responsibilities, liabilities for damages and/or payments accrued prior to the termination of the licence.
- 6.5 In case if for any reason whatsoever the licensee continues to occupy the licenced premises beyond the expiry of agreement, damages @ 5 (five) times of the licence fee for the first seven days of default, 10 (ten) times for the next seven days of default (to be calculated on pro-rata basis of licence fee quoted for the duration of licence) will be payable by way of liquidated damages. The licensee agrees it is a reasonable estimate of damage and the licensee agrees to pay the same without any protest / demur.
- 6.6 Under no circumstances will the licensee be allowed to operate the Battery Operated Trolleys after termination of the licence.
- 6.7 On expiry / revocation / cancellation / termination of the licence the licensee shall hand over peaceful vacant possession of the licensed premises for parking/charging of trolleys in good condition to the licensor.
- 6.8 The licensee shall reimburse any loss or damage to the property and equipment of licensor as per the assessment of licensor after verification within six weeks from the date of vacation alongwith damages / liquidated damages at the rates to be decided by the licensor for the period required / taken to repair the property / equipments etc.

7. POWER SUPPLY

- 7.1 The licensee will be free to take independent electricity connection directly from BSES to the Battery Operated Trolley charge station (near Store-II) in his own name. However upon request by the licensee, metered electricity shall be provided by the licensor on payment of electricity bill to the licensor. The licensee will have to make good for the losses incurred if any on account of damage to the electrical fixtures/equipments.

7.2 In the event of failure of power supply to the Zoo or interruption of power supply to the licensee for any reason whatsoever the licensee shall have to make his own arrangements for electricity and the licensor will have no liability whatsoever.

8. SECURITY DEPOSIT:

- 8.1 The successful tenderer shall deposit within **10 days** from the date of acceptance of tender a sum equivalent to **eleven months** of approved licence fee from nationalized bank as Security Deposit for the due and faithful performance by the licensee of all or singular and several stipulations, conditions to be served and performed on the part of the licence and failing which the licence shall be liable to cancellation at the risk and cost of the licensee and subject to such other remedies as may be open to the Director, National Zoological Park under the terms of the licence.
- 8.2 The Security deposit mentioned as above shall be refunded after successful completion of the licence. In the event of any outstanding pending dues payable to licensor, it will be recovered from security deposit irrespective of any back period without further correspondence.
- 8.3 The Security shall be deposited in the form of Fixed Deposit in any Nationalized Bank /Post Office Saving Bank (security Deposit Account) Pass Book pledging the amount in favour of Director, National Zoological Park, New Delhi payable at Delhi.
- 8.4 Beside deposit of Security as mentioned above the successful tenderer shall have to furnish particulars of his Bank Accounts.
- 8.5 In the event of the successful bidder failing to furnish the Security within the stipulated time under the terms of licence, the Director, National Zoological Park will be forced to cancel the licence at the risk and cost of the bidder.
- 8.6 Any act of licensee which results in violation of the agreement or any of the terms and conditions contained herein shall give licensor the right to forfeit the entire amount of the security deposit in addition to the right to terminate the agreement under show cause notice and to disconnect electricity.

9. TERMINATION OF THE LICENCE

- 9.1 The Director, National Zoological Park can terminate the licence at any time after serving show cause notice in writing to the licensee for breach of any condition of the licence or if during the period of the licence the performance is not found satisfactory without any compensation. The decision of the Director, National Zoological Park shall be final and binding on the service provider in this regard.
- 9.2 Failure by the licensee to comply with any statutory requirements during the period of licence shall result in termination of the licence and subsequent disqualification for participation in any future tender in the National Zoological Park.
- 9.3 Failure by the licensee to comply with any statutory requirements and terms of agreement during the period of licence shall result in termination of the licence forthwith and subsequent disqualification of the licensee for participation in any future tender at the National Zoological Park. The security deposit will also be forfeited.

10. RECOVERY OF CLAIMS:

- 10.1 Whenever any claim for the payment of a sum of money arises under this licence against the licensee the government shall be entitled to recover such sum by the appropriating in part or whole of the said Security Deposit. In the event of the Security being insufficient, the balance shall be deducted from any sum thus due or which at any time thereafter may become due to the licensee under this or any other licence with the Government. Should this sum be not sufficient to cover the full amount recoverable the licensee shall pay to the Government on demand, the remaining dues. In case of non-payment such dues are liable to be recoverable from the licensee as arrears of land revenue.
- 10.2 In the event of the Security Deposit becoming exhausted or insufficient by reasons of the same being appropriate as aforesaid in part of which the licensee shall forthwith on receipt of a requisition from the Government from time to time renew or replenish such Security as the case may be.

11. DAMAGES AND PENALTY

- 11.1 The licensee shall confine their activities within the licensed premises and in no case will they be permitted to deviate /increase/alter for the same.
- 11.2 If the licensee commits any breach of this licence he shall be liable to be fined up to an amount not exceeding 1/4th of the monthly licence value for every act of default or negligence. On demand, the amount should be deposited within 10 days. The Director, National Zoological Park reserve the right to cancel the licence within 15 days notices period.
- 11.3 The licensee is permitted to charge only authorized rates. Violation on this account shall liable for penalty to the extent of Rs. 1000/- on each and every case. In the event of gross violation of terms and conditions of tender or more than three cases of over-charging the rates fixed to be charged from visitors. The contract shall be terminated at the risk, cost and responsibility of the Licensee.

12. EXECUTION OF AGREEMENT:

- 12.1 The successful tenderer shall within 10 days of the date of acceptance of tender execute a formal agreement (annexure F) on a non judicial stamp paper of appropriate value at his cost and if the same is not executed by the due date then the Director, National Zoological Park will have the option to treat the tender as cancelled and on such cancellation the amount deposited as earnest money can be forfeited and Government may also blacklist the licensee for a period of not exceeding 5 years.
- 12.2 The amount of loss, penalty, compensation, licence fee, interest etc, if not paid within a period of 10 days from the date of demand, shall liable for forfeiture of security.
- 12.3 The amount of loss, penalty, compensation, licence fee, interest shall be recovered as arrears of Land Revenue in case the security is not sufficient to recover the government dues.

13. COMPENSATION FOR DAMAGES:

The licensee shall have no claim over the National Zoological Park, whatsoever to compensation or any damage to his property or person caused during running of Battery Operated Trolleys. The licensee will make adequate

arrangements to protect the equipments installed by him. The licensee is advised to take adequate insurance cover to safeguard his property against loss due to theft or damage or any other reason whatsoever.

14. LOSS TO NZP

In the event of any loss to the National Zoological Park on account of any act of commission or omission by the licensee's employees, the licensee shall make good the loss suffered by NZP either by replacement or by payment of adequate compensation as decided by the Director, NZP

15. JURISDICTION OF COURTS:

All disputes shall be subject to the jurisdiction of Courts in the Territory of Delhi.

16. MAINTENANCE OF PREMISES:

The licensee will be responsible for cleaning of the BOT Parking and charging stand at store and surroundings.

17. TAX LIABILITY

Payment of all applicable taxes including income tax, service tax and other applicable taxes will be the sole responsibility of the licensee and a copy of the return submitted to various tax authorities will also be submitted to the NZP.

18. PERSONNEL

- 18.1 The licensee shall engage the sufficient number of personnel as required and the Driver operating the trolley must have a valid driving licence as per law. A copy of licence should be given to this office for record without licence driver shall not be permitted to operate the trolley.
- 18.2 The said personnel engaged by the licensee shall be the employees of the licensee and it shall be the duty of the licensee to pay their salary every month.
- 18.3 The personnel employed by the licensee should be polite, courteous and well behaved with the general public.

- 18.4. In the event of any complaint against any employee of the licensee a fine will be imposed on the licensee upto a limit of Rs. 2,000/- in each case.
- 18.5 The National Zoological Park may require the licensee to remove any person from the site of work, employed by the licensee, who may be incompetent or may not conduct himself/herself properly and the licensee shall forthwith comply with such requirement.
- 18.6. All services shall be performed by persons qualified and skilled in performing such services.
- 18.7 The licensee shall replace immediately any of its personnel on account of improper conduct upon receiving written notice from office.
- 18.8 The licensee's personnel working should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote good will and enhance the image of this office. The licensee shall be responsible for any act of indiscipline on the part of persons deployed by him.
- 18.9 The licensee has to pay the wages etc. to the personnel engaged by him as per the Minimum Wages Act. He shall bear EPF and other liabilities and the National Zoological Park shall not accept any responsibility for the personnel engaged by the agencies for any matter.
- 18.10 Any dispute between the firm/agency and his / her personnel shall be settled at Labour Office. The National Zoological Park shall have no concern whatsoever in the matter. Any risk involved in performing the duty by the employees, would be sole concern of the firm/agency.
- 18.11 The licensee will be responsible for payment of Wages, ESI & Provident Fund etc. to the employees engaged by the licensee. The licensee has to submit proof of ESI & EPF in respect of each worker by name. The payment to the licensee will be made on submission of such proof. The National Zoological Park will be free to enquire about money deposited from office of ESI & Provident Fund Commission in case of any complaints
- 18.12 The transportation, medical and other statutory requirement in respect of each personnel of the licensee will be the responsibility of the licensee.

- 18.13 The licensee shall be responsible for the conduct and behaviour of its employees/workers.
- 18.14 In case of any incidents / quarrel / complaints occurred / thefts in the National Zoological Park, then all type of FIR with the police, court cases on this account has to be dealt with by the licensee immediately with information to supervisor of the National Zoological Park.
- 18.15 All the personnel employed by the licensee will wear the uniform as approved by the Director, NZP.

19. BOT OPERATION HOURS:

The timings for operation of trolleys will be as under on all the days when Zoo is open to visitors.

1st April to 15th October : 9.00AM to 6.00PM

16th October to 31st March :9.30AM to 5.00 P.M.

20. SAFETY AND SECURITY

- 20.1 The licensee has to provide Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed and their loss reported immediately.
- 20.2 No employee of the licensee shall stay in the NZP beyond prescribed duty hours. All the staff of the licensee will go through the check by security at various entry/ exits of NZP.
- 20.3 The licensee shall ensure deployment of suitable persons from proper background after having the antecedents of the employee verified by the local police, collecting proofs of identify like driving license, bank account details, previous work experience, proof of residence and recent photograph and withdraw any such employees who are not found suitable by the NZP for any reasons immediately on receipt of such instruction.
- 20.4 The licensee and his employees shall follow the security instructions/orders issued by the Director, National Zoological Park from time to time
- 20.5. The Licensee and its employees shall comply with any special instructions issued from Licensor/Delhi Police/Security Agencies including those with regard to security from time to time.

- 20.6 The licensee shall arrange at its own cost the security of the premises and inventory thereof and the licensor shall not be responsible in any manner whatsoever for the security of the licence premises and the goods stored therein.
- 20.7 The licensee shall also ensure that its employees promptly evict inebriated, rowdy and other anti-social elements if and when the need so arises in order to maintain decorum in the premises.

21. ARBITRATION

In the matter of dispute arising between the National Zoological Park and the licensee regarding terms and conditions and execution thereof the matter shall be referred to IG (WL) MoEF who will be the Arbitrator as per the provisions under the Arbitration and Conciliation Act, 1986. The licensee shall not question the decision of the arbitrator on the ground that the arbitrator is a Government servant. The decision of Arbitrator shall be final and binding on the parties.

22. SUBMISSION OF THE BID

- 22.1 Pre-bid conference will be held for all interested bidders on 12.04.2017 at 11.00 a.m. in the office of the Director, National Zoological Park, New Delhi – 110003 to discuss various issues relating to the tender
- 22.2 The tender form can be purchased from the office of the Director, National Zoological Park during the office hours within the stipulated date and time as mentioned in the tender notice on payment of Rs.2000/-.
- 22.3 The tender forms can also be downloaded from the website <http://www.moef.gov.in> containing all terms and conditions.
- 22.4 The application forms downloaded from the website should be accompanied by a Bank Draft of Rs. 2000/- payable to the Director, National Zoological Park, New Delhi without which the tender would be rejected summarily.
- 22.5 Before submitting the tender the tenderers are advised to read the tender document carefully apprise themselves thoroughly of the scope of works, jobs, terms and conditions and other requirements.
- 22.6 In case of any doubt the tenderer can contact Director's office or concerned section supervisor to clear doubts, if any.

- 22.7 This tender is based upon **two bid system: The Technical Bid (Annexure-B) and the Financial Bid (Annexure-C)**.
- 22.8 Applications shall be submitted by the bidder with supporting documents as enclosures and should be submitted in the following manner:
- (a)**Envelope-I** This envelope should be marked as ‘**Technical Bid for Running of Battery Operated Trolleys within the National Zoological Park** and sealed in a separate envelope. It should contain the application form along with supporting documents, application fee and earnest money.
- (b)**Envelope-II** This envelope should be marked as ‘**Financial Bid for Running of Battery Operated Trolleys within the National Zoological Park** and sealed in a separate envelope. It should contain the application form (Financial Bid).
- 22.9 Both the **Envelope-I and Envelope-II** shall be kept in a sealed cover and clearly marked “**Bid for Running of Battery Operated Trolleys within the National Zoological Park**” and the name of the bidder clearly written with **full address, e-mail IDs and telephone numbers** on it. The outer envelope should be addressed to the **Director, National Zoological Park**.
- 22.10 Outstation tenderers are advised in their own interest to send their tender by **Registered Post/Courier** and ensure its delivery before due time and date.
- 22.11 The tender form should be filled neatly and accurately. Any alteration, erasing or overwriting will render the tender invalid, unless such alteration, erasing or overwriting is neatly carried out and duly attested otherwise the tender shall be liable for rejection.
- 22.12 Financial Bids of only those bidders who are qualified and shortlisted in the Technical Bids shall be opened.
- 22.13 The Technical and Financial Bids shall be opened in the presence on the interested applicant(s) on the stipulated date/time.
- 22.14 The entire bid documents consisting of (i) Bid Document (ii) Schedule for finalization of bid / allotment , (iii) terms and conditions of licence (Annexure-A), (iv) Technical Bid (Annexure-B), (v) Financial Bid (Annexure-C) (vi) Affidavit on stamp paper of Rs. 100/- duly signed and

notarized (Annexure-D), (vii) Check List (Annexure-E), (viii) form of agreement (Annexure-F) from page no. 01 to 34 should be submitted having each page duly signed by the tenderer or the authorized signatory.

- 22.15 All the supporting enclosures to be provided as part of technical bid and should be self attested by the tenderer or the person authorized on his behalf.
- 22.16 Director, National Zoological Park reserves the right to accept or reject any bid without assigning any reason and also to invite fresh bids, as deemed appropriate.
- 22.17 Application received after the dead line of submission of application will not be considered or opened under any circumstances.
- 22.18 No conditional bids or incomplete application(s) or those received without required documents shall be considered and summarily rejected.
- 22.19 No modification or substitution of the submitted application shall be allowed. An applicant may withdraw its application after submission, provided that written notice of the withdrawal is received by Director, National Zoological Park before the due date for submission of application. In case an applicant wants to resubmit his application, he shall submit a fresh application following all the applicable conditions.
- 22.20 Director, National Zoological Park reserves the right to modify terms and conditions of the LICENCE which shall be granted to the successful bidder after the bidding process. If in the opinion of Director, National Zoological Park it is necessary or expedient to do so in public interest or for proper implementation of the project. The decision of the Director, National Zoological Park shall be final and binding in this regard.
- 22.21 Director, National Zoological Park reserves the right to suspend the bidding process, cancel the LICENCE with the selected party in part or in whole at any time if in his opinion it is necessary or expedient in the public interest. The decision of the Director, National Zoological Park shall be final and binding in this regard. Also Director, National Zoological Park shall not be responsible for any damage or loss caused or arisen out of aforesaid action.

- 22.22 All communications must be sent on the letter-head of the applicant under the signature of the authorized signatory whose name and designation must be mentioned in the letter. Letter without name and designation of the authorized signatory and/or letters on plain paper will not be entertained.
- 22.23 The Director reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

23. EARNEST MONEY DEPOSIT (EMD):

- 23.1 All bidders shall have to deposit earnest money of Rs.1.00 (one) lakh in the form of a Demand Draft payable in the name of Director, National Zoological Park, New Delhi from a scheduled commercial bank along with their Technical Bid inside the envelope.
- 23.2 Demand Draft/Pay Order/Banker's Cheque obtained earlier than the date of advertisement will not be accepted.
- 23.3 Earnest money shall be refunded to the unsuccessful bidders within one month of award of allotment letter. The bidders have no right for demand for interest on the Earnest Money. However, the successful bidder's earnest money shall be returned only once the successful bidder has deposited the security deposit and first installment of the licence fee payable by him.
- 23.4 However, in case where the bidder withdraws or modifies the bid during the 100 days validity of the bid or it has come to knowledge that bidder has used fraudulent practices for this bid, the earnest money shall be forfeited.
- 23.5 Tender received without EMD will be rejected summarily.

24. SIGNING OF THE TENDER:

Every page of the bid document and any document forming part of the licence shall be signed by the sole proprietor (in the case of a sole proprietary concerned by all the partners in the case of partnership concern by the "Karta" in case of joint Hindu family concern having full authority to act on behalf of the Managing concern, the tender form should be signed by the Managing Agents or by the Proprietor of the Managed

concern). A person signing the tender form or any documents forming part of the LICENCE on behalf of the another person or on behalf of all the partners of a firm shall attach with the tender a proper power of attorney duly executed in his favour stating that he has authority stating that he has authority to bind such other persons or all the partners constituting the said firm, as the case of limited company, the signatures should be that of a person authorized under its articles to sign the LICENCE. The memorandum and articles of the company and the authority of the person so signing should be attached with the tender.

25. ACCEPTANCE OF TENDER:

- 25.1 If the same licence fee is offered by more than one tenderer then the Director, National Zoological Park immediately after opening such tenders will permit those tenders who are present and who have offered one and the same rate to increase their offer and the highest offer so increased will be considered for acceptance, or otherwise in case there is refusal to increase the offer or in the absence of respective tenders, the tenders which are to be considered for acceptance will be decided by drawing lots.
- 25.2 The Director, National Zoological Park reserves the right to accept or reject any tender without assigning any reason thereof.
- 25.3 The Director is not bound to accept the highest tender. He reserves the right to accept highest or the lowest tender at his own discretion.
- 25.4 The act of the submission of the tender shall be deemed to be as unreserved acceptance of all conditions herein contained.
- 25.5 Acceptance by the Director, National Zoological Park will be communicated by telegram/FAX/Express letter or formal acceptance of tender in writing. In case where acceptance is communicated by telegram/FAX/Express letter the formal acceptance of the tender will be forwarded to the tenderer as soon as possible provided that the telegram/FAX/Express letter must be acted upon immediately.

26. MISCELLANEOUS

- 26.1 Licencee is not permitted to install/display any advertisement in the National Zoological Park.

- 26.2 The Director reserves the right to ask the licensee to stop the operations of battery operated trolleys on working day/holidays without assigning any reason thereof in public interest.
- 26.3 The tenderer should inspect the site of parking/charging to see the facilities available thereon before quoting the rate/offer.
- 26.4 All communication to the licensor must be sent on the letter head of the licensee under the signature of the authorized signatory whose name and designation must be mentioned in the letter. Letter without name and designation of the authorized signatory and letters on plain paper would not be entertained.
- 26.5 No part of the licence fee, security deposit or any other penalty imposed is refundable in the event of cancellation, revocation of the licence by the licensor.
- 26.6 Licence premises shall not be used for residential purposes by the licensee or its employees.
- 26.7 The licensee shall not sub-let, assign or permit or sub-contract of any description or enter into any management agreement or similar arrangement with regard to the use of the licence premises or part thereof to any person / party including , without limitation , its subsidiary – sisters concern , affiliates etc.
- 26.8 The licensee shall be solely liable towards any complaints, or any action taken by any person against quality of services or behaviour of its employees, staff and supervisors in the Zoo premises.
- 26.9 The licensor does not recognize any association of the licensee and in case any clarification of the terms and conditions of the licence or modification thereof, such clarification should be sought by the licensee alone and no collective representation will be entertained.
- 26.10 The licensee shall maintain a complaint book/visitor book/suggestion box at a prominent place in the licence premises and in such a way that it is easily accessible to any person who wishes to record any complaint / suggestions and the said details /book shall be open for inspection to the licensor as and when demanded.
- 26.11 In case of any strike or lockout in the National Zoological Park or in the licence premises or for security reasons if the licensee is unable to function or its business is affected the licensor shall not be liable for any loss which the licensee may suffer. In such an event the licensee shall not

be entitled to any reduction in the licence fee or any other compensation whatsoever in nature.

- 26.12 In the event of licensee being prohibited / refrained from operation of services because of any government laws/rules regulations/orders of central government or government of NCT Delhi the licensor shall not be liable for any loss suffered by the licensee and in such an event the licensee shall not be entitled to any reduction in licence fee etc.
- 26.13 Use of plastic bags etc. is prohibited in National Zoological Park as per direction of government of NCT Delhi.
- 26.14 The possession/premises for parking/charging of trolleys shall be allotted on 'AS IS WHERE IS BASIS'.
- 26.15 No construction/addition/alteration can be carried out inside the premises without licensors prior written consent and permission.
- 26.16 Additional fixtures and interior decorative items to be fixed inside the allocated area shall be permitted by the licensor against a specific request made with drawing in detail, after obtaining written permission from the licensor. On the expiry or termination of the licence as the case may be the licensee shall remove such temporary fixtures from the licence premises and restore the premises to the original condition at his own cost after removal of additional fixtures and interior decorative items to the satisfaction of the licensor.

27. ENTRY AND EXIT

- 27.1 The licensee shall abide all the instruction/ regulations issued by the licensor with respect to entry and exit of the material / personnel / representatives and visitors from time to time.
- 27.2 Entry of vehicles inside the zoo is not permitted during the visiting hours of the zoo.
- 27.3. Only limited number of essential vehicles with valid service pass shall be allowed entry.

28. INSURANCE

The licensee will obtain comprehensive insurance policy for the specified amount to cover damage to the premises and against all risks shall be responsibility of the licensee to ensure that the insurance policy remain effective without any break during the period of licence.

29. INVENTORY

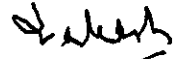
At the time of taking possession of the premises an inventory of all the fixtures / fittings etc. will be made and the same will have to match on expiry/revocation /cancellation /termination of licence period or otherwise at the time of handing over the possession to the licensor or at the time of taking over possession by the licensor due to cancellation of licence or deemed vacation.

30. FAIR BUSINESS PRACTICES

The licensee shall be required to adopt fair business practices and to exhibit rate list of the tickets.

31. UPSET BID PRICE

The monthly Bid Price quoted by the bidder should be above Rs. 2,50,000.00. Bid price quoted below Rs. 2,50,000.00. (One lakh fifty thousand) will not be accepted.



Director
National Zoological Park
New Delhi-110003

APPLICATION FORM-T (TECHINCAL BID)
FOR
LICENCE TO OPERATE BATTERY OPERATED TROLLEYS
AT
NATIONAL ZOOLOGICAL PARK NEW DELHI-110003

(TO BE FILLED IN BY THE APPLICANT)

1. Name of the Applicant Entity
2. Address :
3. Telephone No(s) :
4. (i) Fax Number :
- (ii) ISD/STD Code :
- (iii) E-mail address :
- (iv) Website :
5. Details of EMD of Rs.1,00,000/-
 - i) Bank Draft/ Bankers Cheque/ Pay Order.....
 - ii) Number:.....Date.....
 - iii) Bank Name and Branch.....
 - iv) Payable at :

6. Details of application fee of Rs. 2,000/- in case tender form is downloaded from website:
- i) Bank Draft/ Bankers Cheque/ Pay Order.....
 - ii) Number:.....Date.....
 - iii) Bank Name and Branch.....
 - iv) Payable at :.....
7. Service Tax Registration No :.....
8. (i) Applicant's Legal Status, Please specify:
(Private /Public Limited Company/ Partnership firm/Sole Proprietor Firm/
any others)
.....
- (ii) PAN Card No.:
9. Contact Executive(s)
- (i) Name
 - (ii) Designation :
 - (iii) Tel. No(s)
with STD Code:
- Office: (a) Direct:
- (b)General :
- Mobile :
- (iv) E-mail ID :

10. Designation & address of:
the Income tax Authority
by whom the entity is
assessed.
11. Bankers Details:.....
(i) Name :.....
(ii) Branch :.....
(iii) A/c No.....
12. Details of business associates, sister :
Concerns, affiliates, subsidiaries, etc. it any
(attach proof)

Name of business associates/sister concerns/affiliates/subsidiaries etc. (attach separate sheet, if necessary)	Address	PAN	Whether operated Battery Operated Trolleys in National Zoological Park & years of operation (Yes/No)
1			
2			
3			
4			
5			
6			
7			

13. Date of establishment of the applicant's
 Business in BOT (attach proof)

14. Turnover from BOT operations
 :

Financial Year	Turnover (in Lakhs) from BOT operations (as per audited financial statement)
2014-15	
2015-16	
Average Annual Turnover	

15. Experience in the field of BOT Operations (Last two years) (attach separate sheet if required)

S. No	Name of Organisation	Type : (GOI/ State Govt./PSU/ Autonomous Body/Local Body)	Address of Organisation	Operating since (Month/Year)	Whether operating currently (Yes/No)

16. Details of the organization providing good conduct certificate:
- i. Name of the organization:
 - ii. Name of the authorized officer issuing certificate:.....
 - iii. Designation :
 - iv. Telephone No. :
 - v. E-mail Id :
 - vi. Address of the office :
17. Details of trolleys with seating capacity available with the tenderer to be deployed at NZP (attach documentary evidence):

S.No	Name of manufacturer	Year of manufacture	Seating capacity	Ownership Details(by purchase/lease)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				

Total seating capacity.....

I/we, hereby, declare that:-

I/We have read and understood & agree to the Bid Documents, including Terms & Conditions forming integral part of the license agreement, etc.

I/we have read and understood the terms and conditions governing the grant and operation of license: and

I/We agree and undertake to be bound by the Bid Documents, and other Terms & Conditions forming integral part of the license agreement.

That I/We understand that in case of any of the above information/documents (as given by us) is found to be incorrect, National Zoological Park may reject the application, cancel the agreement or revoke the license at any time, without giving any notice and in such a situation, I/We will not be entitled for refund of any part of licence fee, security and other deposit.

I/we hereby also declare that:-

The bid has been submitted after site inspection of the National Zoological Park and the same are to be allotted on 'as is where is' basis.

National Zoological park reserves the right to suggest us different cuisines etc.

That the undersigned has been authorized by the firm/company to sign these bid documents.

The address given below is the postal/communication address in which all the messages/documents, may be addressed/sent to us.

Place: Signature:

.....

Date: Name :

.....

(Authorised Signatory) – Copy of such authorisation

Designation :

(Capacity in which signed)

Full Address :

Company Seal :

APPLICATION FORM-F (FINANCIAL BID)
FOR
LICENCE TO OPERATE BATTERY OPERATED TROLLEY
AT
NATIONAL ZOOLOGICAL PARK,
NEW DELHI
(TO BE FILLED IN BY THE APPLICANT)

Dear Sir,

I am/We are pleased to submit my/our Financial Bid for Rs. _____
(In words Rs. _____)
_____)as licence fee **per month** for grant of
licence to operate Battery Operated Trolleys within the National Zoological Park
for a period from 01.05.2017 to 31.3.2018 .

I/we hereby declare, understand and accept that:-

The submission of the offer does not guarantee grant of licence and that Director, NZP has the right to cancel or reject the bids at any time.

We shall deposit within **10 days** from the date of offer a sum equivalent to **Eleven months** of our offered licence fee from Nationalized Bank as Security Deposit for the due and faithful performance in the form of Fixed Deposit in any Nationalized Bank /Post Office Saving Bank (Security Deposit Account) Pass Book pledging the amount in favour of Director, National Zoological Park, New Delhi.

That the terms of the licence shall be upto 31.03.2018 and the same shall not be liable to be extended beyond extended period of four years under any circumstances notwithstanding any dispute between licensor and ourselves.

Security deposit will be at the disposal of Director, NZP to make good any loss/damages/outstanding dues and for performance of other Terms & Conditions of license.

I/We understand that the quoted license fee shall be payable by us regularly to the complete satisfaction of Director, NZP, along with other statutory and local taxes and we undertake to pay the same regularly as per periodicity indicated by the Licensor. We understand that non-payment of dues on time will result in cancellation of license. The existing applicable ticket rates specified in Annexure-A have been seen by us and we agree that these charges are subject to revision by the licensor without any notice.

The postal address given here-below is the postal/communication address to which all the messages/documents any be addressed/sent to us.

Thanking you,

Yours faithfully,

Place:

Signature:

Date:

Name:

Designation:
(Capacity in which signed)

Full Address:

Company Seal:

Email ID:

AFFIDAVIT

I, _____, son/daughter/wife of _____
resident of _____ Director/Partner/Proprietor
of M/s. _____ having its
registered office at _____

do hereby solemnly declare and affirm as under:-

1. That I/firm/company have/has the requisite licenses and approvals including license to operate Battery Operated Trolleys.
2. That there has been no case/litigation whatsoever against me/firm/company or any other legal entity in which I/we have controlling share any law which restricts me/firm/company from operating Battery Operated Trolleys and/or to enter into the License Agreement.
3. That I/firm/company am/is financially sound to undertake such an agreement.
4. That I/firm/company or any other legal entity in which I/we have controlling share has/have never been barred from operating any BOT anywhere in India by any agency/Govt. Deptt.
5. That I/we understand and agree that licensed premises shall not be used after expiry of the Agreement. The licensor will have the right to disconnect electricity and other services after expiry of the Agreement and/or seal to take over the premises on the expiry of the License Agreement without any noticed to the license.
6. That I/we understand and agree that the license period/term of license of Battery Operated Trolleys at National Zoological Park for which I am/we are submitting our bids, namely _____ is for a period of _____ as per the Bid Notice/Bid Documents and the period of license is non-negotiable and will not be extended under any circumstance on ground of any dispute and agree that said issues may be processed for financial compensation, if any.
7. That in case I am/we are allotted the licensed premises, namely, _____, I/we will hand over the peaceful vacant possession of the licensed premises immediately on expiry of term.
8. That in care I am/we are allotted the licensed premises, namely, _____, I/we shall peacefully hand over the vacant possession of the licensed premises on termination/cancellation/revocation of license in accordance with the instructions issued by the licensor in this regard and seek resolution of dispute, if any, through financial compensation only.
9. That I/we undertake and agree that we shall not resort to any unauthorized use of the premises and shall confine the permitted activities within the specified area. We also understand and agree that for any violation of these conditions and/or for use of any area outside/beyond the licensed area, the license agreement will result in summary cancellation/termination of license agreement.

10. That I/we undertake and agree that the Licensor will have the right to revoke/cancel the License agreement without any notice on violation of any terms & conditions of the bid document and/or Agreement.
11. That I/we agree and understand that I/we will have no authority to access the premises after the expiry/termination/revocation/cancellation of License Agreement.
12. That I/we undertake to pay the amounts as demanded by Director, NZP towards damage if caused to the licensed premises during the tenure of Agreement on vacation. The amount towards damages shall be paid within three days from the date of Demand Note/Invoice.
13. That I/we have not been debarred from bidding on any account of bid documents.
14. That I/we declare that no criminal case is pending against me/us in any court of law in the country.
15. That I/we shall not object to establishment of any other mean of transport such as cycle to visitors at the National Zoological Park, New Delhi
- 16 . That I/we have read all the terms & conditions forming part of the License Agreement (Annexure-A) and agree to abide by them in entirety.

DEPONENT

VERIFICATION

Verified at Delhi on this _____ day of _____ that the contents of the above Affidavit are true and correct to my/our knowledge and no part is false and incorrect.

DEPONENT

CHECK LIST**ENCLOSURES**

Please tick () appropriate answer yes / no

Have you enclosed?

1. Earnest Money of Rs. 1 lakh in the form of Demand Draft/Banker's cheque/Pay order in favour of "Director, National Zoological Park, New Delhi" from a schedule commercial bank. : Yes/No

2. In case the application form has been downloaded, a separate Demand Draft/Banker cheque/Pay Order of Rs. 2,000/- towards application fee in favour of Director, National Zoological Park, New Delhi. : Yes/No

Have you enclosed all the documents self-attested following documents as enclosures

3. Valid Service Tax Regn. Certificate : Yes/No

4.(a). In case the applicant is Pvt./Public Limited Company, self attested copies of:

(i) PAN Card of the Company : Yes/No

(ii) PAN Cards of all full time Directors : Yes/No

(iii) Memorandum and Articles of Association. : Yes/No

(iv) Income Tax Return of the last financial year (2015-2016) : Yes/No
duly certified by a Chartered Accountant

4.(b) In Case the applicant is partnership Firm, self attested copies of:

(i) PAN Card of the firm : Yes/No

(ii) Income Tax Return of the last financial year (2015-16) : Yes/No
duly certified by a Chartered Accountant

(iii) Partnership Deed : Yes/No

(iv) Power of Attorney : Yes/No

(v) PAN Card of all Partners : Yes/No

4.(c) In case of sole Proprietor Firm, self attested copies of:

(i) Election Identity Card/Passport/Driving Licence/as a proof : Yes/No
of identity and address

(ii) PAN Card of the firm : Yes/No

(iii) Income Tax Return of the last financial year (2015-2016) : Yes/No
duly certified by a Chartered Accountant

5. Details of Business associates/Sister concern/Affiliates, subsidiaries etc.
If any (attach proof) : Yes/No

6. Date of establishment of applicant's business in BOT. : Yes/No
(attach proof)

7. Turnover from BOT operations for the last 2 years i.e.2014-15 &
2015-16 (attach certificate of the auditor in original) : Yes/No

8. Experience in the field of BOT operation.
- (i) Photographic and documentary proof to substantiate the experience. : Yes/No
 - (ii) Proof to show current engagement in BOT operations. : Yes/No
 - (iii) Certified copy of satisfactory completion of job with respect to complete the contract in the last two years. : Yes/No
 - (iv) Attach ownership proof of 10 Battery Operated Trolleys
 - (v) No dues certificate with respect to successfully completed contracts in the last two years. : Yes/No
9. Affidavit as per Annexure – D : Yes/No
10. A certificate of good conduct from the Govt./Public Sector Undertaking /Local bodies from the authorized officer where at present the services are being provided. : Yes/No
11. A certificate showing financial sound transaction/A/c resume from any nationalized bank/income tax department to the tune of Rs. 50 Lakhs. : Yes/No
12. Certified copy of authorization if documents are signed by the authorized signatory. : Yes/No

OTHERS

- i) Have you signed and stamped all the pages of the tender documents and enclosures. : Yes/No
- ii) Have you mentioned the rates in figures as well as in words : Yes/No
- iii) Have you signed correction/ overwriting. : Yes/No
- iv) Have you read and agreed with all terms and conditions stipulated in the tender document. : Yes/No
- v) Have you numbered all the documents attached as enclosures by making first enclosure as page no. 1 and so on. : Yes/No

Place:
Date:

Signature:
Name:

Designation:

Company Seal:

Full Address:

Email ID:

ANNEXURE-F

ON NON JUDICIAL STAMP PAPER OF RS.100/-

A G R E E M E N T

ARTICLES OF THE AGREEMENT made this _____ day of _____ 2017 between Director National Zoological Park Mathura Road, New Delhi-110 003 (hereinafter referred to as "NZP" which expression shall include his/their executors, administrators and assigns) of one part and M/s _____ (hereinafter referred to as the Contractor, which expression shall include his/their, executors, administrators and assigns) of the other part and whereas NZP had issued Notice Inviting Tender vide No. dated 08.04.2017 against which the Contractor has submitted its tender vide No. _____ dated _____ . NZP had issued Letter Of Intent/Letter of Award vide NO. _____ dated _____ to the Contractor, which has been accepted by it.

NOW IT IS HEREBY AGREED as follows :-

That the NIT, tender and Letter of Intent / Letter of Award including the following shall be deemed to form an integral part of this Agreement.

(i) Bid Document (ii) Schedule for finalization of bid / allotment , (iii) terms and conditions of licence (Annexure-A), (iv) Technical Bid (Annexure-B), (v) Financial Bid (Annexure-C) (vi) Affidavit on stamp paper of Rs. 100/- duly signed and notarized (Annexure-D), (vii) Check List (Annexure-E), (viii) form of agreement (Annexure-F)

In witness thereof, the parties put their hand this _____ day of _____ 2017 in the presence of :-

For and on behalf of the service provider For and on behalf of the President of India.

Signature of the authorized official
Name of the official _____
Stamp/Seal

Signature of the authorized Officer
Name of the Officer _____
Stamp/seal

Two witness on behalf of contractor
(signatures with full name & address)
address

Two witness on behalf of NZP
(signatures with full name and
address