

Price of Tender Document:- Rs.2000/- (Non refundable)

**ALLOTMENT OF LICENCE TO OPERATE PARKING OF THE  
NATIONAL ZOOLOGICAL PARK, NEW DELHI**

**TENDER DOCUMENT**

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NATIONAL ZOOLOGICAL PARK  
(GOVERNMENT OF INDIA)  
NEW DELHI

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Website [www.moef.gov.in](http://www.moef.gov.in)

**Price Rs. 2000/-**

**Tender Form No. \_\_\_\_\_**

**F.No. IV-I3/2017-NZP/STORE-I**

**Government of India  
National Zoological Park  
Mathura Road, New Delhi – 110003**

**SCHEDULE FOR FINALISATION OF BIDS / ALLOTMENT**

- |  |   |
|--|---|
| 1. Sale of Tender Document   | 07.07.2017 to 28.07.2017 upto 1.00 p.m. |
| 2. Receipt of bids   | 07.07.2017 to 28.07.2017 upto 2.00 p.m. |
| 3. Pre-bid Conference  | 17.07.2017 at 11.00 a.m.                |
| (at office of the Director,<br>National Zoological Park, N. Delhi) |   |
| 4. Opening of Technical Bid  | 28.07.2017 at 3.00 p.m.                 |
| 5. Opening of Financial Bid  | 10.08.2017 at 3.00 p.m.                 |
| 6. Finalization of allotment/<br>issue of allotment letter         | 18.08.2017                              |
| 7. Completion of formalities                                       | 28.08.2017                              |
| 8. Allotment / Possession  | 31.08.2017                              |
| 9. Validity of tender  | 100 days from 01.09.2017                |

**CHECK LIST**

<b>S.N.</b>	<b>Particulars</b>	<b>Enclosed documents details</b>	<b>Page No</b>
1.	Application fee (Rs. 2000.00)		
2.	EMD (Rs. 2.0 lakh)		
3.	PAN Card		
4.	TIN Details		
5.	ESI Registration certificate		
6.	EPF Registration certificate		
7.	MoA/MoU or Partnership deed or sole proprietor		
8.	Service tax/GST registration certificate		
9.	ID proof		
10.	Power of attorney		
11.	Income tax Return of last financial year (2015-2016) certified by Chartered account		
12.	Date of establishment of applicant business (attach proof)		
13.	Business turnover in last Two years		
14.	Experience in field of BOT operation/Manufacture		
15.	Certificate of satisfactory completion of BOT operation contract/supply of BOT in last 2 years		
16.	No dues certificate with respect to successfully completed contracts in last two years		
17.	Ownership proof of BOTs		
18.	Solvency Certificate		
19.	Good conduct certificate from Govt./Public Sector undertaking /Local bodies from the authorized officer where at present the services are being provided		
20.	A certificate showing financial sound transaction from any nationalized bank/income tax department to the tune of Rs. 50 Lakh		
21.	Notarized Affidavit as per Annexure-D		

## **TERMS & CONDITIONS**

### **1. LOCATION OF PARKING AREA**

The proposed license for Parking is only for the area where the Parking is being operated, at present at the Main Gate of the National Zoological Park. The map showing the proposed parking area is marked as Annexure 'F'.

### **2. TYPES OF VEHICLES TO BE PARKED AND APPROVED PARKING RATES TO BE CHARGED BY THE LICENCEE**

- 2.1 Only vehicles such as Buses/Trucks, Scooter/Motorcycle, Car/Jeep/Van/Auto, cycle etc. shall be allowed to be parked in the parking area.
- 2.2 The licensee will charge the parking charges from the visitors as below:

Sl. No.	Description of vehicles	Approved rates
1	Buses/Trucks	Rs. 200/- per day per entry
2	Car /Jeep/Van/Auto	Rs. 40/- per day per entry
3	Scooter /Motorcycle	Rs. 20/- per day per entry
4	Cycle	Rs. 5/- per day per entry

### **3. SERVICE**

- 3.1 The licensee shall operate the parking as per the terms and conditions to keep a watch and ward on the vehicles parked in the parking area.
- 3.2 The successful bidder (hereinafter referred to as the Licensee) will have to install barrier at the designated sites in the National Zoological Park at the parking site at his own cost.
- 3.3 The Licensee shall use the said licensed premises only for the purpose of operating the parking lot in the National Zoological Park subject to the terms and conditions, the guidelines and policies framed by the Director, National Zoological Park (hereinafter referred to as the Licensor) from time to time, and for no other purpose (hereinafter referred to as 'Permitted Purpose').
- 3.4 The licensee shall ensure the safe custody of the vehicles for the period it is parked within authorized parking space of the National Zoological Park by keeping proper watch and ward and control over the entry and exit of the vehicles.
- 3.5 The licensee shall use handheld machine for issue of printed tickets indicating ticket number, date, time and the approved rates of parking and produce the sample ticket to the Licensor for approval.
- 3.6 In case of overcharging the parking rates / fee more than the approved rates the contract shall be terminated and no refund of license fee will be made in such a case.

- 3.7 The licensee will make own arrangements for watch and ward of the vehicles at the site and National Zoological Park will not be responsible for any damage.
- 3.8 The licensee shall ensure that the parked vehicles are properly locked at the time of parking.
- 3.9 If the parking ticket is lost, the vehicle and the helmet can be delivered only after due verification to the complete satisfaction of the licensee.
- 3.10 The licensee is authorized to charge a fine equivalent to the parking charge of the vehicle for the lost ticket. The vehicle will be returned only after due verification of customer.
- 3.11 The licensee shall exhibit the authorized parking rates/fine rates on prominent board which shall not be less than 100 x 75 cm at minimum four places.
- 3.12 The licensee shall not allow vehicles to be parked on roads of the National Zoological Park.
- 3.13 The licensee shall not allow any other person to use the premises for any other purpose whatsoever.
- 3.14 The licensee will not be allowed to undertake any kind of vehicle repairs/cycle repairs in the parking area.
- 3.15 Parking of trailers and containers are strictly prohibited in the parking area.
- 3.16 If any vehicle is left after the prescribed opening hours, the licensee will be responsible to deposit the same with area police station after lodging FIR in this regard.
- 3.17 In case of any theft or damage of the vehicle from/in the parking area the licensee will be responsible for the same and National Zoological Park will not have any liability whatsoever.
- 3.18 The safety and security of electrical poles, fittings and fixtures including cables etc. shall be ensured by the licensee and recovery shall be made from the licensee equivalent to 4 times damage or loss of property.
- 3.19 One duplicate key of the lock of the parking gate shall be deposited with the security supervisor.
- 3.20 The parking space is being provided to operate the parking on “**as is where is basis**”. The licensee has to make his own arrangements for smooth operation of the parking facility.
- 3.21 The licensee shall be solely responsible to keep the premises clean. He will ensure removal of waste paper and garbage from the parking area. The licensee shall collect all garbage in bags/boxes/trolleys permitted. The collected garbage shall be kept at designated locations for disposal by licensor outside the National Zoological Park. In case if the National Zoological has to engage any labour for cleaning parking area, the cost incurred will be recovered from the licensee.
- 3.22 Should the zoo remain closed on any other day, days due to unforeseen circumstances the licensee cannot claim any rebate thereof.
- 3.23 No additional construction within the parking area be done by the licensee without prior written permission from the Director, National Zoological Park. Any violation will attract monetary penalty and/or cancellation of the license.
- 3.24 Permitted construction shall not be allowed to be removed while vacating the premises.

- 3.25 The license is only for Parking operations, at the Main Gate of National Zoological Park. No other facilities shall be provided by National Zoological Park. For all other facilities/amenities the licensee has to make his own arrangements and National Zoological Park will not be responsible for them.
- 3.26 The licensee shall run the parking to the complete satisfaction of the Director National Zoological Park or any other officer authorized by him throughout the term of the license.
- 3.27 The licensee shall use the licensed premises strictly for parking and is not permitted to use the premises for any purposes whatsoever.
- 3.28 The licensee shall have no right on the land of licensed premises.
- 3.29 Officials or representatives of licensor will monitor the quality of services offered by the licensee.
- 3.30 The licensee shall not place or permit placement of any advertisement, notice frames pictures, decorations, pay telephones, weighing or vending machines or manual or mechanical / electrical devices or contrivance for commercial gains.
- 3.31 Complaint/suggestion box will be placed at appropriate place to address grievance/suggestions of visiting public promptly.

#### **4. ELIGIBILITY CRITERIA FOR THE BIDDER**

- 4.2 The bidder should have minimum **annual turnover of Rs. 5000000.00 (fifty lakh)** or above in the last **three financial years from parking business**.
- 4.3 The applicant or any other business entity where it had and/or still has controlling share, should not have been debarred from operating a parking facility issued by concerned govt. authorities or should not have been convicted for irregularities concerning parking operations under various statutes/rules/regulations/orders etc.
- 4.4 All powers in awarding contract in relaxation of any eligibility criteria lies with the Director, NZP.

#### **5. PAYMENT OF LICENCE FEE**

- 5.1 The licensee shall pay to the licensor a license fee as agreed to for payment for the licensed term (hereinafter referred to as license fee) in addition to the service tax and other government levies as applicable from time to time.
- 5.2 License fee has to be deposited before 7<sup>th</sup> of every month in advance. If the licensee fails to deposit the license fee before 15<sup>th</sup> of every month in advance with a late fee of Rs. 5000/- (Five thousand) per day for each defaulting day upto 15<sup>th</sup> of every month and with a late fee of Rs. 10,000/- (Ten thousand) per day for each defaulting day beyond 15<sup>th</sup> of every month upto the last day of the month in advance, the licensee shall not be allowed to continue after that and license shall be terminated at the risk and cost of licensee and the Security Deposit shall be forfeited to the Government and no claim shall be entertained.

#### **6. PERIOD OF LICENCE**

- 6.1 The license period will be from 01.09.2017 to 31.08.2018.
- 6.2 The licensee may without assigning any reason surrender the license after giving one month prior written notice to the licensor, but in such an event

the licensor shall not refund the license fee, security deposit etc.

- 6.3 Upon expiry of the period of license term or earlier termination of the license 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 license and /or further rights of the licenced premises to any third person or any other party(ies).
- 6.4 Revocation /cancellation of license for any reason whatsoever shall not absolve the licensee from responsibilities, liabilities for damages and/or payments accrued prior to the termination of the license.
- 6.5 In case if for any reason whatsoever the licensee continues to occupy the license premises beyond the expiry of agreement, damages @ 5 (five) times of the license 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 license fee quoted for the duration of license) will be payable by way of liquidated damages. The licensee shall agree to reasonable estimate of damage and shall agree to pay the damage cost without any protest / demur.
- 6.6 under no circumstances, will the licensee be allowed to occupy the parking after 14 days of default and the same would be taken over by licensor without any notice and in such a situation the licensee will have no right to their items if any found in the outlet and the same will be disposed off at the cost and risk of the licensee.
- 6.7. The licensee shall be deemed to have vacated the license premises on termination or expiry of the license period and shall thereafter have no right to access the licensed premises. In such cases the licensor will be at liberty to deny entry of licensee into the licensed premises and get the license premises vacated including disconnection of water/electricity and other facilities to which the licensee shall have no right to object. Further, the licensor will also have right to seal the premises if the possession of the premises is not handed over after the expiry or termination /cancellation of license.
- 6.8 On expiry / revocation / cancellation /termination of the license the licensee shall hand over peaceful vacant possession of the licensed premises in good condition to the licensor.
- 6.9 The licensee shall reimburse any loss or damage to the property and equipment of licensor as per the assessment of licensor Engineering Division after verification within six week 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. entry of licensee into the licensed premises and get the licenced premises vacated including disconnection of water/electricity and other facilities to which the licensee shall have no right to object. Further the licensor will also have right to seal the premises if the possession of the premises is not handed over after the expiry or termination /cancellation of license.

7. **RENEWAL OF LICENCE**

The term of the license will be upto 31.08.2018. There will be no renewal or extension of license beyond 31.08.2018 under any circumstances notwithstanding any dispute between the licensor and the licensee. Under unforeseen circumstances/till such time the tendering process is over for next year, the Director, NZP will have the power to extend the license for the limited period with an increase of 10% of approved rate for previous year's tender.

8. **POWER SUPPLY**

- 8.1 The licensee will be free to take power connections independently from the concerned local authority at his own cost. The cost of the electricity will be paid by the licensee. However, on the request of the licensee power connection may be provided by the National Zoological Park through sub-meter against charges payable to the National Zoological Park.
- 8.2 The meter will be installed and sealed under the supervision of the CCU Electrical and Work Supervisor of the National Zoological Park. The cost of the meter will be borne by the licensee. In case of the mal-functioning of the meter the charges will be levied based on the CPWD norms or average as calculated by CCU (E), whichever is higher. In case of failure of electricity for any reason the licensee will have to make his own arrangements and the licensor will have no liability whatsoever with respect to failure in the power supply.

9. **WATER CHARGES**

- 9.1 The licensee will be free to take water connections independently from the concerned local authority at his own cost. The cost of the water supply will be paid by the licensee. However, on the request of the licensee water supply connection may be provided by the National Zoological Park through sub-meter against charges payable to the National Zoological Park.
- 9.2 The meter will be installed and sealed under the supervision of the CCU Civil and Work Supervisor of the National Zoological Park. The cost of the meter will be borne by the licensee. In case of the mal-functioning of the meter the charges will be levied based on the CPWD norms or average as calculated by CCU (C) whichever is higher. In case of failure of water supply for any reason the licensee will have to make his own arrangements and the licensor will have no liability whatsoever with respect to failure in the power supply.

10. **SECURITY DEPOSIT**

- 10.1 The successful tenderer shall deposit within **10 days** from the date of receipt of offer by the licensor a sum equivalent to **six months** of accepted license 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 license and failing which the license shall be liable to cancellation at the risk and cost of the licensee and subject to such other remedies as may be opened to the Director, National Zoological Park under the terms of the license.
- 10.2 The Security deposit mentioned as above shall be refunded after successful completion of tenure of the license. In the event of any outstanding pending dues payable to NZP, it will be recovered from security deposit irrespective of any back period without further correspondence.
  - 10.3 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 New Delhi.
  - 10.4 Besides deposit of Security as mentioned above, the successful tenderer shall have to furnish particulars of his Bank Accounts.
  - 10.5 In the event of the licensee failing to furnish the Security within the stipulated time under the terms of license, the Director, National Zoological Park will be forced to cancel the license offer, forfeit the EMD and make other arrangements at the risk and expenses of the licensee to operate the parking. Under such circumstances, the Director, National Zoological Park reserves the right to allot the license to operate parking to the next highest bidder in order from amongst who qualify technically and financially.
  - 10.6 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 utilities like electricity,water etc.

## **11. TERMINATION OF THE LICENCE**

- 11.1 The Director, National Zoological Park can terminate the license at any time after serving show cause notice to be replied within seven days in writing to the licensee for breach of any condition of the license or if during the period of the license 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.
- 11.2 Failure by the licensee to comply with any statutory requirements during the period of license shall result in termination of the license and subsequent disqualification for participation in any future tender in the National Zoological Park.
- 11.3 Failure by the licensee to comply with any statutory requirements and terms of agreement during the period of license shall result in termination of the license 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.
- 11.4 Provided always that such termination shall not prejudice any right of action or remedy which shall have accrued or shall acquire thereafter to the government and provided also that the licensee shall be liable to pay the government for any extra expenditure thereby put to

but shall not be entitled to any gain from parking.

**12. RECOVERY OF CLAIMS**

- 12.1 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.
- 12.2 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.

**13. DAMAGES AND PENALTY**

- 13.1 The licensee shall confine their activities within the licensed premises and in no case will they be permitted to deviate /increase/alter the same.
- 13.2 If the licensee commits any breach of this license, he shall be liable to be fined up to an amount not exceeding 1/4<sup>th</sup> of the monthly license value for every act of default or negligence. On demand, the amount should be deposited within 7 days. The Director, National Zoological Park reserves the right to cancel the license within 14 days notice period which may not preclude termination of license.

**14. ACCEPTANCE OF OFFER AND EXECUTION OF AGREEMENT**

- 14.1 Formal offer by the Director, National Zoological Park will be communicated by e-mail/Fax/Speed Post.
- 14.2 The successful tenderer shall within **10 days from the date of receipt of offer** made by the licensor execute a formal agreement 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 offer as cancelled and on such cancellation the amount deposited as earnest money can be forfeited and Government may also blacklist the defaulting tenderer for a period of not exceeding 5 years. Under such circumstances, the director, NZP reserves the right to allot tender to next successful bidder in order or can cancel the tender as such.

**15. COMPENSATION FOR DAMAGES TO LICENCEE**

The licensee shall have no claim over the National Zoological Park, whatsoever to compensation or any damage to his property or person caused during the process of running the Parking at the Main Gate at the

National Zoological Park. The licensee will make adequate arrangements to protect the equipments, furniture etc. 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.

**16. COMPENSATION FOR DAMAGES TO LICENSOR**

- 16.1 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.
- 16.2 The licensee shall be responsible for any damage or loss to the Parking outside the main gate and any other facility that may be done by himself or his servants. Compensation for such damage shall be assessed by the Director, whose decision shall be final and binding.
- 16.3 The amount of loss, penalty, compensation, license fee, interest etc, if not paid within a period of 14 days from the date of demand, shall make liable forfeiture of security deposit.
- 16.4 The amount of loss, penalty, compensation, license fee, interest shall be recovered as arrears of Land Revenue in case the security is not sufficient to recover the government dues.
- 16.5 The licensee shall reimburse any loss or damage to the property and equipment of licensor as per the assessment of licensor Engineering Division 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.

**17. JURISDICTION OF COURTS**

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

**18. MAINTENANCE OF PREMISES**

- 18.1 The licensee will be responsible for clearing of the Parking and surroundings. The licensee shall keep the area of the Parking neat and tidy for which he should engage experienced personnel for this purpose.
- 18.2 The licensee will maintain the premises offered to him for the purpose of the license. Under no circumstances, the licensee will deface or disfigure the building/structures provided to him failing which monetary penalty will be imposed as per the terms and conditions of the tender.
- 18.3 The Director, National Zoological Park, reserves the right to modify the existing parking facility in accordance with the new master plan or any other reason whatsoever or open any number of new Parking facilities in the National Zoological Park premises at his discretion during the period of present contract for which no compensation shall be payable and the tendered license fee shall continue to be the same. The licensee will not have any objection to inviting separate tenders for running these facilities.

**19. TAX LIABILITY**

Apart from payment of license fee to the licensor payment of all

applicable taxes including income tax, service tax and other applicable taxes will be the responsibility of the licensee and a copy of the return submitted to various tax authorities will also be submitted to the National Zoological Park.

**20. PERSONNEL**

- 20.1 The licensee shall engage the sufficient number of personnel as required.
- 20.2 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.
- 20.3 The personnel employed by the licensee should be polite, courteous and well behaved with the general public.
- 20.4. The licensee's personnel working should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill 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.
- 20.5 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.
- 20.6 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.
- 20.7 All services shall be performed by persons qualified and skilled in performing such services.
- 20.8 The licensee shall replace immediately any of its personnel on account of improper conduct upon receiving written notice from office.
- 20.9 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.
- 20.10 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.
- 20.11 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.
- 20.12 The transportation, food, medical and other statutory requirement in respect of each personnel of the licensee will be the responsibility of the licensee.
- 20.13 The licensee shall be responsible for the conduct and behavior of its employees/workers.
- 20.14 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.

- 20.15 All the personnel employed by the licensee will wear the uniform as approved by the Director, NZP.

**21. PARKING OPERATION HOURS**

- 21.1 The parking shall remain open for public on all working days and holidays from 8.00 a.m. to 7.00 p.m. No vehicle shall be allowed to be parked beyond the prescribed time.
- 21.2 However, the licensor reserves the right to direct the licensee to close the parking on any day or to operate the parking beyond the official opening hours as deemed fit.

**22. SAFETY AND SECURITY**

- 22.1 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 has to be reported immediately.
- 22.2 No employee of the licensee shall stay in the NZP beyond prescribed duty hours. All the staffs of the licensee will go through the check by security at various entry/ exits of NZP.
- 22.3 The licensee shall ensure deployment of suitable persons from proper background after having the antecedence 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 shall withdraw any such employees who are not found suitable by the NZP for any reasons immediately on receipt of such instruction.
- 22.4 The licensee and his employees shall follow the security instructions/orders issued by the Director, National Zoological Park from time to time.
- 22.5 The Licensee shall make appropriate arrangements and install adequate firefighting equipment in accordance with Delhi Fire Service bye laws at its own cost and ensure that they are periodically checked and maintained. The Licensor shall have the right to get the installed equipments checked/monitored from Delhi Fire Service or any other approved agency at the cost of the Licensee, if felt appropriate during the period of license. The Licensee will also obtain NOC from Delhi Fire Service in respect of allotted licensed premises.
- 22.6. 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.
- 22.7 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 license premises and the goods stored therein.
- 22.8 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.
- 22.9 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.

- 22.10 Requisite license to operate Parking in National Zoological Park will have to be obtained by licensee from Delhi Police / MCD etc. before start of operation in the license premises if required.

### **23. 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&CC who will be the Arbitrator as per the provisions under the Arbitration and Conciliation Act, 1996. 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.

### **24. SUBMISSION OF THE BID**

- 24.1 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.
- 24.2 The tender forms can also be downloaded from the website <http://www.moef.gov.in> containing all terms and conditions.
- 24.3 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.
- 24.4 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 and clear doubts if any during the pre-bid conference in the office of the Director, National Zoological Park.
- 24.5 This tender is based upon two bid system: The Technical Bid and the Financial Bid. The tender form duly filled in including technical bid (**Annexure-B**) and financial bid (**Annexure-C**) should be put in separate envelopes superscribed clearly as “Technical Bid” and the “Financial Bid”.
- 24.6 Applications shall be submitted by the bidder alongwith supporting documents as enclosures and should be submitted in the following manner:
- (a) **Envelope-I** This envelope should be marked as ‘**Technical Bid for Parking at the main gate at the National Zoological Park (Annexure B)**’ and sealed in a separate envelope. It should contain the application form duly filled in along with supporting documents, application fee and earnest money.
- (b) **Envelope-II** This envelope should be marked as ‘**Financial Bid for Parking at the main gate at the National Zoological Park (Annexure C)**’ and sealed in a separate envelope. It should contain the application form (Financial) duly filled in.
- 24.7 Both the sealed **Envelope-I and Envelope-II** shall be kept in a sealed cover (outer envelope) and clearly marked as “**Bid for Parking at the main gate at 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, New Delhi.**

- 24.8 Outstation tenderers are advised in their own interest to send their tender by **Registered Post/Courier** and ensure its delivery before 3.00 PM of the last date of submission
- 24.9 The tender application forms should be filled-in 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 may be liable for rejection.
- 24.10 Financial Bids of only those bidders who are qualified and shortlisted after evaluation in the Technical Bids shall be opened.
- 24.11 The Technical and Financial Bids shall be opened in the presence of the interested applicant(s) on the stipulated date/time.
- 24.12 The entire bid documents alongwith enclosures should be submitted having each page duly **signed and stamped** by the tenderer or the authorized signatory.
- 24.13 All the supporting enclosures to be provided as part of technical bid should be self-attested by the tenderer or the person authorized on his behalf.
- 24.14 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.
- 24.15 Application received after the dead line of submission of application will not be considered or opened under any circumstances.
- 24.16 Conditional bids or incomplete application(s) or those received without required documents shall not be considered and summarily rejected.
- 24.17 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.
- 24.18 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.
- 24.19 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.
- 24.20 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.

- 24.21 Area of the Parking outside the main at the National Zoological Park may change due to site conditions. The premises offered are on 'as is where is' basis and no alteration/modification shall be allowed. Applicant shall not raise objection to the condition of premises at any time.
- 24.22 The Director, NZP or any person authorized by him may visit the parking site as claimed by the tenderer for verification.
- 24.23 The tenderer may be asked to produce the enclosures in original documents for verification to be returned after verification.
- 24.24 The tenderer will remain present alongwith original documents at the time of opening of technical bids and financial bids.

**25. EARNEST MONEY DEPOSIT (EMD)**

- 25.1 All bidders shall have to deposit earnest money of Rs. 2,00,000.00 (Two lakh) in the form of a Demand Draft/pay order/bankers cheque payable in the name of Director, National Zoological Park, New Delhi from a scheduled commercial bank along with their Technical Bid inside the envelope.
- 25.2 Demand Draft/Pay Order/Banker's Cheque obtained earlier than the date of advertisement inviting bids for allotment of Parking outside the main gate at the National Zoological Park, will not be accepted.
- 25.3 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 license fee payable by him.
- 25.4 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.
- 25.5 Tender received without EMD will be rejected summarily.

**26. SIGNING OF THE TENDER**

- 26.1 **Every page** of the bid document forming part of the tender shall be **stamped and 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.
- 26.2 Every document attached as enclosure should be numbered and signed by marking first enclosure as page no. 1 and so on.



**27. ACCEPTANCE OF TENDER**

- 27.1 If the same license 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.
- 27.2 The Director, National Zoological Park reserves the right to accept or reject any tender without assigning any reason thereof.
- 27.3 The act of the submission of the tender shall be deemed to be as unreserved acceptance of all conditions herein contained.
- 27.4 The offer made by the tenderer shall be kept valid for 100 days from the day of opening of the financial bid.

**28. MISCELLANEOUS**

- 28.1 Licensee is not permitted to install/display any advertisement in the Parking of the National Zoological Park.
- 28.2 The Director reserves the right to ask the licensee to keep the Parking closed on working day/holidays and open beyond prescribed time without assigning any reason there of.
- 28.3 The tenderer should inspect the site of Parking to see the facilities available thereon before quoting the rate/offer.
- 28.4 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.
- 28.5 No part of the license fee, security deposit or any other penalty imposed is refundable in the event of cancellation, revocation of the license by the licensor.
- 28.6 License premises shall not be used for residential purposes by the licensee or its employees.
- 28.7 The licensee shall not sublet, 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 license premises or part thereof to any person / party including , without limitation , its subsidiary – sisters concern , affiliates etc.
- 28.8 The licensee shall be solely liable towards any complaints, or any action taken by any person against quality of services rendered by the licensee, or behavior of its employees, staff and supervisors in the licensed premises.
- 28.9 The licensor does not recognize any association of the licensee and in case any clarification of the terms and conditions of the license or modification thereof, such clarification should be sought by the licensee alone and no collective representation will be entertained.
- 28.10 The licensee shall maintain a complaint book/visitor book/suggestion box at a prominent place in the license 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.

- 28.11 In case of any strike or lockout in the National Zoological Park or in the license 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 license fee or any other compensation whatsoever in nature.
- 28.12 In the event of licensee being prohibited / refrained from operating the parking in the licenced premises 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 license fee etc.
- 28.13 Use of plastic bags etc. is prohibited in National Zoological Park as per direction of government of NCT Delhi.
- 28.14 The possession/premises shall be allotted on 'AS IS WHERE IS BASIS'.
- 28.15 No construction/addition/alteration can be carried out inside the premises without licensors prior written consent and permission.
- 28.16 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 license, as the case may be, the licensee shall remove such temporary fixtures from the license 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.
- 28.17 Apart from licensed premises, no other area adjacent to Parking area outside/inside National Zoological Park shall be used by the Licensee.
- 28.18 All subsequent changes in constitution or working of a firm affecting the accuracy of the information given in the original tender should be properly communicated to the licensor from time to time.
- 28.19 The Director National Zoological Park shall have all the right to reject / any tender without assigning any reason.
- 28.20 Any clause of the tender can be cancelled / modified / altered during the course of the tender / period of work at the discretion of the Director, National Zoological Park and the tenderer shall have to accept the altered or modified condition.

## **29. ENTRY AND EXIT**

- 29.1 The licensee shall abide by 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.
- 29.2 Entry of vehicles inside the zoo is not permitted during the visiting hours of the zoo.
- 29.3. Only limited number of essential vehicles with valid service pass shall be allowed entry.

## **30. 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 license.

**31. 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 license 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 license or deemed vacation.

**32. FAIR BUSINESS PRACTICES**

The licensee shall be required to adopt fair business practices and to exhibit prices in respect of each items / services. In case of any complaint, the licensee shall be solely answerable in respect of goods sold from the license premises.

**33. STAMP DUTY AND CHARGES**

The licensee shall bear the cost of stamp duty to prepare two original license agreements and one original each shall remain in custody of the parties to the contract. All other applicable charges shall also be borne by the licensee.

**34. UPSET BID PRICE**

The monthly Bid Price quoted by the bidder should be above Rs. 5,50,000.00 (Five lakh and fifty thousand). Bid price quoted below Rs. 5,50,000.00 (Five lakh and fifty thousand only) will not be accepted.

**35. CHECK LIST**

- 35.1 Before submitting the tender the tenderer should verify all the entries in the check list and fill the information in the check list alongwith page number.
- 35.2 Tender application without complete documents / information shall not be considered and will be rejected summarily. If at any time during the period of license, it comes to the notice of the Director, National Zoological Park that the licensee has misled the Director, National Zoological Park by way of giving incorrect /false information, which has been material in the award of license, the licensee shall be liable for termination besides other legal action which may be initiated against the licensee under the relevant laws.

Director  
National Zoological Park  
New Delhi-110003

**APPLICATION FORM-T (TECHINCAL BID)**  
**FOR**  
**LICENCE TO OPERATE PARKING**  
**AT THE MAIN GATE OF**  
**NATIONAL ZOOLOGICAL PARK NEW DELHI-110003**

**(TO BE FILLED IN BY THE APPLICANT)**

1. Name of the Applicant Entity .....

2. Address .....

.....

3. Contact Details:

(i) Telephone No(s) with ISD / STD Code:.....

.....

(ii) Fax Number with ISD / STD Code:.....

(iii) E-mail id :.....

4. Website, if any :.....

5. Details of EMD of Rs. 2,00,000/-

(i) Bank Draft / Bankers Cheque / Pay Order: .....

(ii) Number :.....Date.....

(ii) Bank Name and Branch.....

(iii) Payable at: .....

6. Details of application fee of Rs. 2000/- in case tender form is downloaded from website:

(i) Bank Draft / Bankers Cheque / Pay Order: .....

(ii) Number :.....Date.....

(ii) Bank Name and Branch.....

(iii) Payable at: .....

7. (i) Service Tax Registration No.: .....
- (ii) TIN Number : .....
- (iii) ESI Number : .....
- (iv) EPF Number : .....

8. (i) Applicant's Legal Status, please specify:  
(Private /Public Limited Company / Partnership Firm/Sole Proprietor Firm/any others)  
.....

8. (ii) PAN Card No.: .....

9. Contact Executive:

- (i) Name .....
- (ii) Designation : .....
- (iii) Tel. No.(s) with STD Code:.....
- (iv) Mobile:.....
- (v) Tel. No.(s) office with STD Code:.....
- (vi) 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. if any:

Name of business associates/sister concerns/affiliates/subsidiaries etc. (attach separate sheet, if necessary)	Address	PAN	Whether operated Parking in National Zoological Park (Yes/No). If yes, years of operation

**13.** Date of establishment of the applicant's Business in Parking :

.....

**14.** Turnover from Parking Business operations:

Financial Year	Turnover (in crores) from Parking operations (as per audited financial statement)
2013-14	
2014-15	
2015-16	
<b>Average Annual Turnover</b>	

**15. Experience in the field of Parking Business Operations (last five years) (attach separate sheet, if required):**

Sl. No.	Name of Organization	Type : (GOI/State Govt./PSU/ Autonomous Body/ local body	Address of Organization	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 : \_\_\_\_\_
- vi. Address of the office : \_\_\_\_\_

**17. Declaration:**

**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 license fee, security and other deposit.

I/we have not been barred / blacklisted by any Department/Organization/Local Authority from operating parking business.

I/we have enclosed self-attested / certified copies of supporting documents as per the check list (Annexure E) and will produce originals of the same for verification.

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 about improvement in services 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 (authorized signatory):

Date: ..... Name.....

(Authorized Signatory) – Copy of such authorization

Designation : .....

(Capacity in which signed)

Full Address : .....

Company Seal :



**APPLICATION FORM-F (FINANCIAL BID)**

**FOR**

**LICENCE TO OPERATE PARKING  
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

\_\_\_\_\_ ) per month for grant of license to operate parking outside main gate at National Zoological Park for a period of one year starting from signing of the contract till 31.8.2018.

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

The submission of the offer does not guarantee grant of license 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 receipt of offer a sum equivalent to **six months** of our offered license 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 license shall be upto 31.08.2018 and the same shall not be liable to be extended in any circumstances.

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 apart from quoted license fee, charges for electricity, water, conservancy etc. shall be payable by us regularly to the complete satisfaction of Director, NZP at the rates decided by Director, NZP from time to time, 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 authorized parking rates 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 Parking.
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 under any law which restricts me/firm/company from operating Parking and/or to enter into the License Agreement.
3. That no penalty on account of failure of unhygienic condition of Parking has been levied on me/firm company or any other legal entity in which I/we have controlling share by any of local/Government Authority.
4. That I/firm/company an/is financially sound to undertake such an agreement.
5. That I/firm/company or any other legal entity in which I/we have controlling share has/have never been barred from operating any Parking anywhere in India by any agency/Govt. Deptt.
6. 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, water 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 licensee.
7. That I/we understand and agree that the license period/term of license of Parking at National Zoological Park for which I am/we are submitting out 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.
8. 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.
9. That in case 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.
10. 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.

11. 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.

12. 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.

13. That I/We agree and undertake that I/we will not operate Parking other than the designated sites at the main gate of the National Zoological Park at any point of time.

14. 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.

15. That I/we or our other business entities where we have and/or still have controlling share, have not been barred from operating parking on account of any issues by concerned govt. authorities or a have not been convicted for irregularities concerning operation of Parking under various statues/rules/regulations/orders etc.

16. That I/we have not been debarred from bidding on any account of bid documents.

17. That I/we declare that no criminal case is pending against me/us in any court of law in the country.

18. That I/we shall not object to establishment of any other Parking at the National Zoological Park, New Delhi

19. That I/we shall not object to modification in the Parking area on any account which may result in increase or decrease in the parking area at the National Zoological Park, New Delhi

20. 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 \_\_\_\_\_, 2017 that the the above affidavit are true and correct to my/our knowledge and no part is false and incorrect.

**DEPONENT**

4.2.4 Proposals : MAP SHOWING PARKING SITES

