

F.No. IV-I3/2017-NZP/STORE-I  
Government of India  
National Zoological Park  
Mathura Road, New Delhi-3

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

**TENDER FOR LICENCE TO OPERATE FOUR BEVERAGE  
STALLS INSIDE NATIONAL ZOOLOGICAL PARK FROM  
01.09.2017 TO 31.08.2018**

**SCHEDULE FOR FINALIZATION OF BIDS**

<b>Sl. No.</b>	<b>Items</b>	<b>Page</b>
1	Schedule for Finalization of Bids/Allotment.	02
2	Check list	03
3	Terms and conditions of the contract- <b>Annexure A</b>	04-20
4	Price List of beverage items- <b>Annexure B</b>	21-22
5	Technical Bid- <b>Annexure C</b>	23-28
6	Financial Bid- <b>Annexure D</b>	29-30
7	Affidavit- <b>Annexure E</b>	31-33

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**F. No. IV-II/2016-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 02.08.2017 upto 1.00 p.m.
2. Receipt of bids	07.07.2017 to 02.08.2017 upto 2.00 p.m.
3. Pre-bid Conference	17.07.2017 at 11.00 a.m. (at office of the Director, National Zoological Park, N. Delhi)
4. Opening of Technical Bid	02.08.2017 at 3.00 p.m.
5. Opening of Financial Bid	10.08.2017 at 3.00 p.m.
6. Finalization of allotment/ 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. 100000.00)		
3.	PAN Card		
4.	TIN Details and VAT 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.	Copy of Valid Trade license		
10.	Copy of FSSAI registration		
11.	Valid Licence from MCD, Health Department (For tenderers from Delhi) or any local authority (For tenderers from outside) to run a issued in favour of the tenderer		
12.	NOC from Delhi fire service from fire safety point in favour of the tenderer		
13.	ID proof		
14.	Power of attorney		
15.	Income tax Return of last financial year (2015-2016) certified by Chartered account		
16.	Date of establishment of applicant business (attach proof)		
17.	Business turnover in last three years		
18.	Experience in field of and Beverage Business (photographic and documentary evidence)		
19.	Certificate of satisfactory completion of and Beverage business contract/ in last 3 years		
20.	No dues certificate with respect to successfully completed contracts in last three years		
21.	Solvency Certificate		
22.	Good conduct certificate from Govt./Public Sector undertaking /Local bodies from the authorized officer where at present the services are being provided		
23.	A certificate showing financial sound transaction from any nationalized bank/income tax department to the tune of Rs. 20 Lakh		
24.	Notarized Affidavit as per Annexure-E		

**TERMS AND CONDITIONS****1. LOCATION OF BEVERAGE STALL**

The proposed licence to operate four Beverage Stalls covers only the area where the four Beverages are being operated at present inside the National Zoological Park. The Licencee will have to install Beverage stall at the following designated sites in the National Zoological Park at his own cost:

<b>Sl.No.</b>	<b>Stall description</b>	<b>Location</b>
1	Stall No. 1	Near Trolley Stand
2	Stall No. 2	Behind Range Office
3	Stall No. 3	Near Bird Enclosures
4	Stall No. 4	Near Education Centre

The Licencee shall use the said licensed premises only for sale of tea, coffee, cold drinks, ice creams and mineral water from the stalls inside the National Zoological Park subject to the terms and conditions, the guidelines and policies framed by the Licensor from time to time, and for no other purpose (hereinafter referred to as 'Permitted Purpose'). Apart from licensed premises, no other area adjacent to stalls inside National Zoological Park shall be used by the Licensee.

**2. TYPE OF BEVERAGES TO BE SERVED AND SCHEDULE OF RATES**

Non-alcoholic beverages as per the **Price List** approved by the Director, National Zoological Park and enclosed as **Annexure-B**.

**3. SERVICE**

3.1 Only tea, coffee, cold drinks, ice creams and mineral water can be sold from the stalls inside the National Zoological Park.

3.2 The sale of Hot/Cold Drinks will be limited to articles mentioned in the price schedule in Annexure-B.

3.3 Should the zoo remain closed on any other day/days due to unforeseen circumstances, the licensee cannot claim any rebate thereof satisfactorily and according to the following paragraphs, Barables, Snacks, National

3.4 In the event of quality of Hot and Cold Drinks not being satisfactory and according to the foregoing paragraphs, the Director, National Zoological Park may at his sole discretion direct the discontinuance of the sale of Hot and Cold Drinks and direct the licensee to rectify the defects and in case the defects are not rectified within a reasonable time the Director, National Zoological Park reserves the right to impose monetary fine or in extreme cases cancel the licence.

3.5 No polythene or wrapping paper should be used for packing and selling of eatable items. In other words, no item bearing polythene bags/wrapping papers are allowed to be sold in the inside stalls. Only glass tumblers and ceramic/disposable crockery for serving drinks/s are allowed. Any violation in this connection will make liable for cancellation of the licence.

3.6 The successful licensee will sell cold drinks, tea and coffee, cone ice cream and mineral water at the MRP print rates at designated locations. No other beverage items will be sold from the stalls inside the National Zoological Park. The Director, National Zoological Park may discontinue the sale of items mentioned above at the stalls inside the National Zoological Park at his discretion without assigning any reason. Under such circumstances, the licence fee shall remain same as tendered.

3.7 No additional stalls/construction within the allotted area will be done by the licensee without prior written permission from the Director, National Zoological Park. Any violation will attract monetary penalty or in extreme case cancellation of the licence.

3.8 Permitted construction shall not be allowed to be removed while vacating the premises.

3.9 The licence is only for stalls inside the 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.

3.10. The licensee shall exhibit prominently the authorized rates (list attached) for sale of Hot/Cold Drinks on Board which shall not be less than 100 cm X 50 cm in size at his own expenses.

3.11 The licensee shall run the same to the satisfaction of the Director National Zoological Park or any other officer authorized by him throughout the term of the

licence. The licensee shall not sell any other item which is not authorized in the list attached.

3.12 The licensee shall use the licensed premises strictly for beverages to the visitors of the zoo.

3.13 The licensee is strictly prohibited from using the premises for catering of outside parties, holding organizing seminars, conferences, other trade promotion and trade related activities, banquets, reception, DJ, marriages or any other such activity.

3.14 The licensee has no right on the land of licensed premises.

3.15 The licensee shall ensure that eatable items sold/served from the premises are of requisite hygiene and quality standards and conform to the provisions of the Prevention of Food Adulteration Act and any other guidelines, regulations, standards etc. issued by concerned Government authorities from time to time.

3.16 The licensee shall be solely liable for any action or penalty imposed by relevant authorities in this regard.

3.17 Officials or representatives of licensor may at any time monitor the quality of raw material, beverage items and standards of facilities.

3.18 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.

3.19 Segregation of waste materials will also be undertaken by licensee as per local rules and regulations.

3.20 Licensee shall collect all garbage in bags/boxes/trolleys. The collected garbage shall be kept at designated locations for disposal by licensor outside the National Zoological Park.

3.21 Only potable water will have to be served in the outlets.

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

4.1 The business entity applying for the licence should have a minimum three years continuous experience of managing beverage stalls/ of a reputed organization including Government Body/Autonomous organization.

4.2 The firm bidding for license should have minimum annual turnover of Rs. 1000000.00 (ten lakh) in each of the last three financial years.

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 beverage outlet on account of quality issues by concerned govt. authorities

or should not have been convicted for irregularities concerning beverage outlets 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 licence fee as decided based on finalization of tender 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 7<sup>th</sup> of every month in advance. If the licensee fails to deposit the licence fee before 15<sup>th</sup> of every month in advance alongwith the penalty for delay @ Rs. 20,000/- (Twenty thousand) per day for the delayed period the licence shall be terminated at the risk and cost of tenderer and the 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 01.09.2017 to 31.08.2018.

6.2 The licensee may without assigning any reason; surrender the licence after giving one month prior written notice to the licensor, but in such an event the licensor shall not refund the licence fee, security deposit etc.

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 licence 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 shall agree to reasonable estimate of damage and the to pay the same without any protest / demur.

6.6 Under no circumstances the licensee will be allowed to occupy the beverage stalls after the 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 licence premises on termination or expiry of the licence 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 licence 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 licence.

6.8 On expiry / revocation / cancellation /termination of the licence, 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 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. RENEWAL OF LICENCE**

The term of the licence will be upto 31.08.2018. There will be no renewal or extension of licence 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 (Electrical), 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 acceptance of tender a sum equivalent to **Six months** 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 licensee 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 opened to the Director, National Zoological Park under the terms of the licence.

10.2 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 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 licence, the Director, National Zoological Park will be forced to cancel the licence and make other arrangements at the risk and expenses of the licensee for sale of Hot/Cold Drinks etc. Under such circumstances, the Director, National Zoological Park reserves the right to allot the license to operate four beverage stalls 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 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.

11.2 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.

11.3 Provided always that such determination 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 on sale of Hot / Cold Drinks etc.

## **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 his activities within the licensed premises and in no case will they be permitted to deviate /increase/alter for the same.

13.2 If the licensee commits any breach of this licence, he shall be liable to be fined up to an amount not exceeding 1/4<sup>th</sup> 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 reserves the right to cancel the licence within 15 days notices period which may not preclude termination of licence.

## **14. EXECUTION OF AGREEMENT**

14.1 The successful tenderer shall within 10 days of the date of acceptance of tender 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 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. Under such circumstances, the director, NZP reserves the right to allot tender to next successful bidder in order from amongst technically qualified bidders or can cancel the tender as such.

14.2 The licensee shall be responsible for any damage or loss to the Beverage stalls inside zoo 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.

14.3 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 make liable for forfeiture of security deposit.

14.4 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.

#### **15. 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 the process of running the Beverage stalls inside 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 reasons whatsoever.

#### **16. 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 losses suffered by NZP either by replacement or by payment of adequate compensation as decided by the Director, NZP.

#### **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 maintaining the cleanliness of the Beverage stalls and surroundings. The licensee shall keep the area of the Beverage stalls 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 licence. 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 open any number of new Beverage stalls in the National Zoological Park premises at his/her discretion during the period of present tender for which no compensation shall be payable and the tendered licence fee shall continue to be the same. The licensee will not have any objection for inviting separate tenders for running these facilities.

**19. TAX LIABILITY**

Payment of all applicable taxes including income tax, service tax, GST 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 NZP.

**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. 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.

20.5 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.

20.6. All services shall be performed by persons qualified and skilled in performing such services.

20.7 The licensee shall replace immediately any of its personnel on account of improper conduct upon receiving written notice from office.

20.8 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 personnel deployed by him.

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, ESI 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. BUSINESS HOURS**

The sale in the Beverage stalls shall be restricted from 8.00 A.M. to 7.00 P.M. No business should be transacted beyond these hours in the Beverage stalls.

## **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 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 there of and the licensor shall not be responsible in any manner whatsoever for the security of the licence 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 licence to operate beverage stalls in National Zoological Park will have to be obtained from Delhi Police / MCD / any other authority etc. before start of operation in the premises by the licensee.

### **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 Inspector General of Forests (Wildlife), 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.

24.5 In case of any doubt, the tenderer can contact Director's office or concerned section supervisor to clear doubts, if any.

24.6 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-C) and financial bid (Annexure-D) should be put in separate envelopes superscribed clearly as "Technical Bid" and the "Financial Bid".

24.7 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 beverage stalls inside National Zoological Park**" and sealed in a separate envelope. It should contain the application form (Annexure-C) along with supporting documents, application fee and earnest money.

(b)**Envelope-II:** This envelope should be marked as '**Financial Bid for beverage stalls inside National Zoological Park** and sealed in a separate envelope. It should contain the application form (Annexure-D).

24.8 Both the **Envelope-I and Envelope-II** shall be kept in a sealed cover and clearly marked "**Bid for beverage stalls inside National Zoological Park**" and the name of the bidder clearly written with **full address, e-mail IDs and telephone numbers** on each envelope. All the envelopes should be addressed to the **Director, National Zoological Park, New Delhi**.

24.9 Outstation tenderers are advised in their own interest to send their tender by **Registered Post/Courier** and ensure its timely delivery before the due date and time at their own risk.

24.10 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.

24.11 Financial Bids of only those bidders who are qualified and shortlisted in the Technical Bids shall be opened.

24.12 The Technical and Financial Bids shall be opened in the presence of the interested applicant(s) on the stipulated date/time.

24.13 The entire bid documents should be submitted having each page duly signed by the tenderer or the authorized signatory.

24.14 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.

24.15 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.

24.16 Application received after the dead line of submission of application will

not be considered or opened under any circumstances.

24.17 No conditional bids or incomplete application(s) or those received without required documents shall be considered and will be summarily rejected.

24.18 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.

24.19 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.

24.20 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.

24.21 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.

24.22 Area of the Beverage stalls inside 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.

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

25.1 All bidders shall have to deposit earnest money of Rs. 100000.00 (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.

25.2 Demand Draft obtained earlier than the date of advertisement inviting bids for allotment of beverage stalls inside 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 licence 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**

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 in 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.

## **27. ACCEPTANCE OF TENDER**

27.1 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.

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 Acceptance by the Director, National Zoological Park will be communicated by e-mail/FAX/Speed Post.

## **28. MISCELLANEOUS**

28.1 Licencee is not permitted to install/display any advertisement in the Beverage stalls inside National Zoological Park.

28.2 The Director reserves the right to ask the licencee to keep the Beverage stalls closed on working day/holidays without assigning any reason thereof.

28.3 The tenderer should inspect the site of Beverage stalls 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 licence fee, security deposit or any other penalty imposed is refundable in the event of cancellation, revocation of the licence by the licensor.

28.6 Licence premises shall not be used for residential purposes by the licensee or its employees.

28.7 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.

28.8 The licensee shall be solely liable towards any complaints, or any action taken by any person against quality of beverages served or other 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 licence 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 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.

28.11 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.

28.12 In the event of licensee being prohibited / refrained from selling one or more of its articles in the licence 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 licence 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 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 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.

28.17 Director National Zoological Park shall have all the right to reject / accept any tender without assigning any reason.

28.18 Any clause of the tender can be canceled / 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 licence.

### **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 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.

### **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 licence premises.

### **33. STAMP DUTY AND CHARGES**

The licensee shall bear the cost of stamp duty to prepare two original licence 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 for all four beverage stalls quoted by the bidder should be more than **Rs. 2,00,000.00** (Two lakh). Bid price quoted below **Rs. 2,00,000.00** (Two lakh) will not be accepted.

### **35. CHECK LIST**

35.1 Before submitting the tender, the tenderer should verify all the entries in the

check list alongwith the page number entries.

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 licence, 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 licence, the licence 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

**Annexure - B**

**NATIONAL ZOOLOGICAL PARK, MATHURA ROAD, NEW DELHI-03**

**PRICE LIST (01.09.2017 to 31.08.2018)**

**THE RATES OF BEVERAGE ITEMS TO BE SOLD ARE AS UNDER:**

<b>S.No.</b>	<b>Item</b>	<b>Public Rate (in Rs.)</b>	<b>Only Zoo Staffs Rate (in Rs.)</b>
<b>Cold Drinks</b>			
1.	Tea one Cup/glass of 150 ml.	10.00	5.00
2.a	Georgia/Lipton/Nestle(Standard Company)	20.00	10.00
2.b	Coffee Georgia/Lipton/Nestle (Standard Company)	20.00	10.00
3.	Cold Drinks (coke, Cocacola, Limca, Fanta, Pepsi, Thumps Up, Maza etc.)	MRP	Company Rate
4.	Mineral Water (Bislery, Kinley etc.)	MRP	Company Rate
5.	Frooty	MRP	Company Rate
6.	Ice Cream	MRP	Company Rate

7.	Softy	20.00	10.00
8.	Flavored Milk	MRP	Company Rate
9.	Cold Coffee	MRP	Company Rate
<b>Juice</b>			
1.	Fresh Juice-300ml apple/mango-shake/orange/mousambhi/anar/ pin-apple	50.00	25.00
2	Lassi-300ml	40.00	20.00

**NOTE:**

1. The above rates are inclusive of VAT and other all taxes and the rates more than the approved rate should not charged.
2. Printed serial numbered cash memo to be issued to the customers compulsory (computerized slip).
3. VAT/Sales Tax/GST or any other tax on beverage article levied by the Government will have to be paid by Licencee.
4. Price List boards to be displayed at prominent places as per direction of the zoo authority.
5. Quality of the beverage will be inspected by the authorized representative of NZP to ensure best quality.
6. The Staffs engaged by Licencee should be allowed on duty in proper uniform only.

**STRICT INSTRUCTION TO BE FOLLOWED**

1. No eatable items covering polythene or wrapping papers are allowed (both for packing and eating).
2. Only glass tumblers and ceramic crockery for serving drinks/beverages are allowed.
3. The amount to be charged for all Companies items should not exceed the MRP.
4. Any violation in the above may lead to cancellation of the tender.

Director  
National Zoological Park  
New Delhi-110003

**APPLICATION FORM-T (TECHNICAL BID)**  
**FOR**  
**LICENCE TO OPERATE FOUR BEVERAGE STALLS**  
**INSIDE**  
**NATIONAL ZOOLOGICAL PARK, NEW DELHI-110003**

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

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

Address : .....

.....

.....

3 Telephone No(s) :.....

(i) Fax Number : .....

(ii) STD Code : .....

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

(iv) Website :.....

(v) Attach self-attested copy of valid:

(a) Sales Tax/VAT Regn. number

(b) TIN Regn. number

(c) Trade licence number

(d) GST registration number

5 (i) Applicant's Legal Status: .....  
(Individual/Company/Proprietor/Partnership HUF/Society/Any Other, specify)

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

6 Contact Executive(s)

(i) Name .....

(ii) Designation : .....

(iii) Tel. No(s)

with STD Code: .....

Office: (a) Direct: .....

(b)General : .....

Mobile : .....

(iv) E-mail ID : .....

7 Designation & address of: .....

the Income tax Authority

by whom the entity is .....

assessed.

8 Name/Address of Bankers : .....

with A/c No. ....

9 (a) Details of enclosed Demand : No. ....dated .....

Draft/Banker's Cheque/Pay

Order covering Application

Fee: Rs. 2000.00( If tender is downloaded).

(b) Details of EMD (Rs. 100000.00): No.....dated.....

- 10 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 Beverage outlet(s) in National Zoological Park & years of operation (Yes/No)
1			
2			
3			
4			

- 11 Date of establishment of the applicant's .....  
 Business in beverage outlets (attach proof)
- 12 Turnover from Beverage operations:

Financial Year	Turnover (in lakh) from Beverage Operations (as per audited financial statement)
2013-14	
2014-15	
2015-16	



13. : Experience in the field of Beverages Operations

S. No	Type of Outlet (attach separate sheet, if necessary)	Nos.	Address	Operating since (Month/Year)	Type of Cuisine	Networked electronic cash register (Yes/No)
	(a)	(b)	(c)	(d)	(e)	(f)

Attach self attested photographic & documentary proof(s) to substantiate the above claims, and Copy of trade licence from local police/local bodies whichever is applicable, for all the aforesaid outlets.

14 (A) In case of a Pvt./Public Limited Company:

Company, please attach self-attested copies of the following & confirm in the box:

PAN Card

Yes

No

Memorandum and Articles of Association (in original)

Yes

No

Income Tax Return of the last Financial year (2015-2016)

Yes

No

**Or**

(B) In case of a Partnership Firm:

Please attach self-attested copies of the following and confirm in the box:

PAN Card	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Income Tax Return* of the last Financial year (2015-2016)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Certified copy of Partnership Deed	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
PAN Cards of all partners	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

**Or**

(C) In case of a Sole Proprietor Firm:

Please attach self-attested copies of the following and confirm in the box:

Election Identity Card/Driving Licence/ Passport as proof of identity and Address	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
PAN Card	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Income Tax Return* of the last Financial year (2015-2016)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

\*Duly certified by the Chartered Accountant.

15. Any other information:

.....

16. **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 have not barred by any Department/Organisation/Local Authority from operating a beverage outlet.

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 beverages 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 FOUR BEVERAGE STALLS  
INSIDE NATIONAL ZOOLOGICAL PARK,**

**NEW DELHI**

**(TO BE FILLED 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 licence to operate four Beverage stalls inside the National Zoological Park for a period from 01.09.2017 to 31.08.2018.

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 acceptance of tender a sum equivalent to **six 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 31.08.2018 and the same shall not be liable to be renewed / extended beyond 31.08.2018 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 apart from quoted license fee, charges for air conditioning, electricity, water 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 existing applicable rates specified in Annexure-B 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 beverage outlets.
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 Prevention of Food Adulteration Act, 1954 or any other law which restricts me/firm/company from operating beverage outlets and/or to enter into the License Agreement.
3. That no penalty on account of failure of beverage samples/unhygienic condition of BEVERAGE outlet(s) 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 BEVERAGE outlet 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 license.
7. That I/we understand and agree that the license period/term of license of Beverage stalls 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 more than one Beverage stalls at 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 entity where we has and/or still have controlling share, have not been barred from operating an BEVERAGE outlet on account of quality issues by concerned govt. authorities or a have not been convicted for irregularities concerning BEVERAGE outlets 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 Beverage stalls at the National Zoological Park, New Delhi.

19. 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 contents of the above Affidavit are true and correct to my/our knowledge and no part is false and incorrect.

**DEPONENT**