

Price Rs. 1000/-(Non refundable)

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

**F.No.III-11/2012-NZP/STORE**  
**Government of India**  
**National Zoological Park**  
**Mathura Road, New Delhi – 110003**

Sealed tenders are invited for providing following goods and services at the National Zoological Park, New Delhi:

1. Supply of diet for animals and other store articles
2. Cleaning of roads, footpaths, ponds, moats, collection and removal of garbage
3. To setup and run Souvenir Shop

The tender documents can be obtained by payment of Rs 1000/- during any working day on or before 03.03.2016 upto 2.00 p.m. from the office of the undersigned. The tender forms can also be downloaded from the website <http://www.moef.gov.in>, however a separate DD/Pay order of Rs. 1000/- payable in favour of Director, National Zoological Park must be enclosed with the forms downloaded from the website, failing which the tender will be rejected summarily. Sealed tenders must be submitted before 3.00 p.m. on or before 03.03.2016 at the office of the undersigned.

Director

**ALLOTMENT OF LICENCE TO SET UP AND RUN SOUVENIR SHOP**  
**AT**  
**THE NATIONAL ZOOLOGICAL PARK, NEW DELHI**  
**BID DOCUMENT**

Sl. No.	Items	Annexure	Page
1	Schedule for Finalization of Bids/Allotment.	--	02
2	Terms and conditions of licence	--	03-18
3	Technical Bid	A	19-23
4.	Financial Bid	B	24-25
5	Affidavit	C	26-27
6	Check List	D	28
7	Form of Agreement	E	29

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**F.No.III-11/2012-NZP/STORE**  
**Government of India**  
**National Zoological Park**  
**Mathura Road, New Delhi – 110003**  
**SCHEDULE FOR FINALISATION OF BIDS / ALLOTMENT**

1. Sale of Tender Document (Last Day)	03.03.2016 upto 2.00 p.m.
2. Pre-bid Conference for clarifications	16.02.2016 at 11. 00 a.m. (at the office of the Director, National Zoological Park, New Delhi)
3. Revision of RFP	18.02.2016
4. Receipt of bids (Last Day)	03.03.2016 upto 3.00 p.m.
5. Opening of Technical Bid	03.03.2016 at 3.30 p.m.
6. Declaration of result of technical Evaluation and opening of financial bid	07.03.2016 at 3.30 p.m.
7. Finalization of allotment/ Issue of allotment letter	10.03.2016
8. Completion of formalities and allotment / Possession of site	31.03.2016
10. Validity of tender	100 days from 03.03.2016

## **TERMS & CONDITIONS**

### **1. Invitation for Licence**

1.1 Sealed tenders are hereby invited to set up and run the Souvenir shop at the main gate of the National Zoological Park hereinafter referred to as NZP from reputed registered firms having minimum three years of experience in the field of souvenir shop or similar business operation.

1.2 Bidders are advised to study the tender document carefully, visit and inspect the site of the souvenir shop before making the offer.

### **2. Procurement of Tender Document**

2.1 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 on payment of Rs.1000/-.

2.2 The tender document may also be downloaded from the website <http://www.moef.gov.in>. The application forms downloaded from the website should be accompanied by a Bank Draft of Rs. 1000/- payable to the Director, National Zoological Park, New Delhi.

2.3 Pre-bid conference will be held for all interested bidders as per schedule in the office of the Director, National Zoological Park, New Delhi – 110003 to clarify doubts if any relating to the tender.

### **3. Introduction**

3.1 The National Zoological Park (NZP) established in 1959 is one of the premier zoos of the country playing an important role in wildlife conservation by bringing people and wildlife closer. The Zoological Park houses more than 100 species of birds, mammals and reptiles represented by 1400 plus individuals. The number of visitors coming to the National Zoological Park continues to rise testifying the growing popularity of the Park. More than 20 lakh people visit NZP every year.

3.2 In order to instill curiosity and interest about wildlife conservation among zoo visitors by carrying a souvenir from the zoo, a zoo souvenir shop has been established in the zoo.

### **4. Scope of works**

The successful bidder will be required to undertake the following works / activities at his own cost:

4.1 To establish and run the Souvenir Shop as per the terms and conditions of the contract.

4.2 To take up the interior designing works such as furnishing, fixtures, lightings etc. for proper display of various approved products.

4.3 To provide desired atmosphere and facilities for display of products provided by NZP.

4.4 To sell approved products .

4.5 To pay monthly licence fee to the National Zoological Park.

## **5. Terms and Conditions of Licence**

The licensee should sell only the approved quality products which are to be relevant to nature and wildlife conservation .

5.1 If applying firm is a branch then authorisation letter from the head office has to be provided.

5.2 The licensee should get prior approval of designs for the modification, renovation, exterior and interior decoration of the souvenir shop from NZP. After approval no alteration should be carried out without prior approval from NZP.

5.3 Friday is a Holiday for the Zoo. No compensation shall be allowed to the Licensee for any holidays or closure of the Zoo on account of any unavoidable circumstances. The Souvenir shop shall not be open when the Zoo is closed for visitors.

5.4 It will be the duty of the Licensee to keep the Souvenir shop neat and clean.

5.5 All the salesman present in the Souvenir shop should behave politely with the visitors.

5.6 The broad range of products proposed for sale from the Souvenir shop are as under:

1. T-shirts both round necked and collared for children of all age groups and adults with customized wildlife prints.
2. Bags, tents, sleeping bags, carry mats, life jackets, shorts, photographer jackets, cargo pants etc.
3. Caps both hooded and rimmed.
4. Multi-pocketed sleeveless jackets – Teen and adult sizes.
5. Full sleeve fleece jackets – all age groups.
6. Sleeveless fleece jackets – all age groups.
7. Fleece or cotton pullovers with customized wildlife prints or embroidery.
8. Wall hangings, customized handmade or handcrafted.
9. Books-pocketbooks, coffee table books, picture books, wildlife specific.
10. Specialized ceramic tableware and cutlery-wildlife theme-available exclusive in the stores.
11. Any other product approved by or supplied by NZP

5.7 The licensee will be at liberty to fix the maximum retail price (MRP) of the products, which will be printed on the product. However products supplied by the NZP will be sold on the MRP fixed by the NZP.

5.8 The works carried out by the agency will become the property of NZP after completion of the contract period.

5.9 All the items sold in souvenir shop should bear the logo of the National Zoological Park.

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

The bidder must fulfill the following eligibility criteria:

1. The firm/agency / contractor should be registered with Central/State Govt.
2. The bidder should be either a partnership/public/private company in India having annual turnover of not less than **50 lakhs** from souvenir shop or similar business operations each year in the last three years.
3. The firm/agency / contractor should have a minimum three years of experience providing souvenir shop or similar business operations to Govt./ PSU and should be presently engaged in providing service of souvenir shop or similar business operations.
4. The firm/agency / contractor should be registered for payment of all applicable taxes such as service tax etc.
5. The firm/agency / contractor should be registered for payment of Income Tax
6. The firm/agency / contractor should have valid registration with EPF and ESI
7. The firm/agency / contractor should have proven good track record of providing service of souvenir shop or similar business operations in Govt. / PSU
8. The firm/agency / contractor should have their office located in Delhi/NCR Region
9. The firm/agency/contractor should not have been debarred/blacklisted by any Govt. agency/PSU to participate in the bidding process.

## **7. PAYMENT OF LICENCE FEE:**

7.1 The licensee(successful bidder) shall pay to the licensor (National Zoological Park) a fee(hereinafter referred to as licence fee) on monthly basis as agreed to for payment against the licensed term **in addition to the VAT, service tax and any other government levies as applicable from time to time.**

7.2 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. 1,000/- per day then the licensor may terminate the contract at the risk and cost of the licensee and Security Deposit shall be forfeited to the Government and no claim shall be entertained.

**8. PERIOD OF LICENCE:**

8.1 Initially the licence will be from 1<sup>st</sup> April 2016 to 31<sup>st</sup> March 2017 in the first year , which is renewable to subsequent 04(four) financial years on year to year basis on the request of the licensee subject to satisfactory performance of the licensee and 10% increase of the licence fee every year at the time of renewal at the sole discretion of the licensor.

8.2 The licensee may without assigning any reason surrender the licence after giving three months prior written notice to the licensor, but in such an event the advance licence fee and security deposit will not be refunded to the licensee.

8.3 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).

8.4 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.

8.5 In case if for any reason whatsoever the licensee continues to occupy the licenced premises beyond the expiry of agreement, damages @ 5 (five) times of the monthly licence fee for the first week of default and 10 (ten) times for each subsequent week of default will be payable by way of liquidated damages. The licensee agrees it is a reasonable estimate of damage and the licensee agrees to pay the same without any protest / demur.

8.6 Under no circumstances will the licensee be allowed to operate the Souvenir shop after termination of the licence.

8.7 Upon expiry / revocation / cancellation /termination of the licence the licensee shall hand over peaceful vacant possession of the licensed premises for Souvenir shop to the licensor.

8.8 The licensee shall reimburse any loss or damage to the property and equipment of licensor as per the assessment of licensor after verification within six weeks from the date of vacation alongwith damages / liquidated damages at the rates to be decided by the licensor for the period required / taken to repair the property / equipments etc.

**9. RENEWAL OF LICENCE:**

9.1 Upon successful completion of first year of the LICENCE, and on the basis of request of licensee and mutual agreement between the licensor and the

licencee the licence can be renewed for a further period of 4 (Four) subsequent years on year to year basis at an increase of 10% of the licence fee every year subject to deposition of security deposit equivalent to 12 months of licence fee.

9.2 The licencee will inform the licensor before 31<sup>st</sup> December **every year** of his intention to renew the LICENCE for the next year to the Director, National Zoological Park(the licensor) in writing. If he fails to do so it will be presumed that he is not interested in renewing the LICENCE and the licensor will be free to initiate the process of engagement of the new licencee without any further correspondence.

9.3 A fresh agreement and affidavit will be signed every year at the time of renewal of the LICENCE.

## **10. POWER SUPPLY**

10.1 The licencee will be free to use solar panel or take independent electricity connection directly from BSES in the Souvenir shop in his own name. However upon request by the licencee, metered electricity shall be provided by the licensor on payment of electricity bill to the licensor. However the licencee will have to make good for the losses incurred if any on account of damage to the electrical fixtures/equipments.

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

## **11. SECURITY DEPOSIT:**

11.1 The successful bidder shall deposit within **10 days** from the date of issuance of offer by the licensor, a sum equivalent to **12(Twelve) months** of approved licence fee from nationalized bank as Security Deposit for the due and faithful performance by the licencee of all or singular and several stipulations, conditions to be served and performed on the part of the licence and failing which the licence shall be liable to cancellation at the risk and cost of the licencee and subject to such other remedies as may be open to the Director, National Zoological Park under the terms of the licence.

11.2 The Security deposit mentioned as above shall be refunded after successful completion of the licence. In the event of any outstanding pending dues payable to licensor, it will be recovered from security deposit irrespective of any back period without further correspondence.

11.3 The Security shall be deposited in the form of Fixed Deposit in any Nationalized Bank /Post Office Saving Bank (security Deposit Account) Pass Book pledging the amount in favour of Director, National Zoological Park, New Delhi payable at Delhi.

11.4 Beside deposit of Security as mentioned above the successful bidder shall have to furnish particulars of his Bank Accounts.

11.5 In the event of the successful bidder failing to furnish the Security within the stipulated time under the terms of licence, the Director, National Zoological Park will be free to cancel the licence at the risk and cost of the bidder.

11.6 Any act of licensee which results in violation of the agreement or any of the terms and conditions contained herein shall give licensor the right to forfeit the entire amount of the security deposit in addition to the right to terminate the agreement under show cause notice and to disconnect electricity.

## **12. TERMINATION OF THE LICENCE**

12.1 The Director, National Zoological Park reserves the right to 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.

12.2 Failure by the licensee to comply with any statutory requirements during the period of licence shall result in termination of the licence and subsequent disqualification for participation in any future tender in the National Zoological Park.

12.3 Failure by the licensee to comply with any statutory requirements and terms of agreement during the period of licence shall result in termination of the licence forthwith and subsequent disqualification of the licensee for participation in any future tender at the National Zoological Park. The security deposit will also be forfeited.

## **13. RECOVERY OF CLAIMS:**

13.1 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.

13.2 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.

## **14. DAMAGES AND PENALTY**

14.1 The licensee shall confine their activities within the licensed premises and in no case will they be permitted to deviate /increase/alter for the same.

14.2 If the licensee commits any breach of this licence he shall be liable to be fined up to an amount not exceeding the monthly licence value for every act of



default or negligence. On demand, the amount should be deposited within 10 days. The Director, National Zoological Park reserve the right to cancel the licence within 15 days notices period.

**15. EXECUTION OF AGREEMENT:**

15.1 The successful bidder shall within 10 days of the date of issuance of offer execute a formal agreement (**annexure E**) 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 will be forfeited and the bidder may also be barred from participating further in the tenders of the NZP.

15.2 The amount of loss, penalty, compensation, licence fee, interest etc, if not paid within a period of 10 days from the date of demand, shall liable for forfeiture of security.

15.3 The amount of loss, penalty, compensation, licence fee, interest shall be recovered as arrears of Land Revenue in case the security is not sufficient to recover the government dues.

**16. COMPENSATION FOR DAMAGES:**

The licensee shall have no claim over the licensor (The National Zoological Park,) what-so-ever to compensation or any damage to his property or person caused during running of Souvenir shop. The licensee will make adequate arrangements to protect the products / equipments installed by him. The licensee is advised to take adequate insurance cover to safeguard his property against loss due to theft or damage or any other reason whatsoever.

**17. LOSS TO NZP**

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

**18. JURISDICTION OF COURTS:**

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

**19. MAINTENANCE OF PREMISES:**

The licensee will be responsible for proper maintenance including cleaning etc. of the Souvenir shop and surroundings.

## **20. TAX LIABILITY**

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

## **21. PERSONNEL**

21.1 The licensee shall engage the sufficient number of personnel as required to run the souvenir shop.

21.2 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 and not less than minimum wages fixed by the Delhi Government.

21.3 The personnel employed by the licensee should be polite, courteous and well behaved with the general public.

21.4. 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.

21.5 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.

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

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

21.8 The licensee's personnel working should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote good will and enhance the image of this office. The licensee shall be responsible for any act of indiscipline on the part of persons deployed by him.

21.9 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 licensee for any matter.

21.10 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.

21.11 The licensee will be responsible for payment of Wages, ESI & Provident Fund etc. to the employees engaged by the licensee. The National Zoological Park if required will be free to enquire about money deposited to the office of ESI & Provident Fund Commission in case of any complaints

21.12 The transportation, medical and other statutory requirement in respect of each personnel of the licensee will be the responsibility of the licensee.

21.13 The licensee shall be responsible for the conduct and behaviour of its employees/workers.

21.14 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 Security Supervisor of the National Zoological Park.

**22. SOUVENIR SHOP HOURS:**

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

**1<sup>st</sup> April to 15<sup>th</sup> October : 9.00AM to 6.00PM**

**16<sup>th</sup> October to 31<sup>st</sup> March :9.30AM to 5.30 P.M.**

**23. SAFETY AND SECURITY**

23.1 The licensee has to provide Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed and their loss reported immediately.

23.2 No employee of the licensee shall stay in the NZP beyond prescribed duty hours. All the staff of the licensee will go through the check by security at various entry/ exits of NZP.

23.3 The licensee shall ensure deployment of suitable persons from proper background after having the antecedents of the employee verified by the local police, collecting proofs of identify like Adhar no. 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.

23.4 The licensee and his employees shall follow the security instructions/orders issued by the Director, National Zoological Park from time to time

23.5. The Licensee and its employees shall comply with any special instructions issued from Licensor/Delhi Police/Security Agencies including those with regard to security from time to time.

23.6 The licensee shall arrange at its own cost the security of the premises and inventory thereof and the licensor shall not be responsible in any manner whatsoever for the security of the licence premises and the goods stored therein.

23.7 The licensee shall also ensure that its employees promptly evict inebriated, rowdy and other anti-social elements if and when the need so arises in order to maintain decorum in the premises.

**24. FIT-OUT PERIOD**

The licensee will be provided minimum **30 days** time to take up the interior designing works such as furnishing, fixtures, lightings etc. for proper display of various approved products before start of sale of products. During the fit-out period the licence fee will not be charged and the licensee will not be permitted to sell the products.

**25. 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, 1986. The licensee shall not question the decision of the arbitrator on the ground that the arbitrator is a Government servant. The decision of Arbitrator shall be final and binding on the parties.

**26. SUBMISSION OF THE BID**

26.1 The application forms downloaded from the website should be accompanied by a Bank Draft/Pay order of Rs. 1000/- payable in favour of the Director, National Zoological Park, New Delhi without which the tender would be rejected summarily.

26.2 Before submitting the bid the bidders are advised to read the tender document carefully apprise themselves thoroughly of the scope of works, jobs, terms and conditions and other requirements and personally visit the site of the proposed souvenir shop.

26.3 This tender is based upon **two bid system: The Technical Bid (Annexure-A) and the Financial Bid (Annexure-B).**

26.4 Applications shall be submitted by the bidder with supporting documents as enclosures and should be submitted in the following manner failing which the bid will be summarily rejected:

(a)**Envelope-I** This envelope should be marked as **‘Technical Bid to set up and run souvenir shop in the National Zoological Park** and sealed in a separate envelope. It should contain the application form along with supporting documents, application fee and earnest money.

(b)**Envelope-II** This envelope should be marked as **‘Financial Bid to set up and run souvenir shop in the National Zoological Park** and sealed in a separate envelope. It should contain the application form (Financial Bid).

26.6 Both the **Envelope-I and Envelope-II** shall be kept in a sealed cover and clearly marked “**Bid to set up and run souvenir shop in the National Zoological Park**”. The name of the bidder should be clearly written with **full address, e-mail IDs and telephone numbers** on all the three envelopes. All the envelopes should be addressed to the **Director, National Zoological Park, New Delhi**.

26.7 Outstation bidders are advised in their own interest to send their bid by **Registered Post/Courier** and ensure its delivery before due time and date. Tenders received late will not be entertained.

26.8 The tender form should be filled neatly and accurately. Any alteration, erasing or overwriting will render the bid invalid unless such alteration, erasing or overwriting is neatly carried out and duly attested .

26.9 Financial Bids of only those bidders who are qualified and shortlisted on the basis of evaluation of Technical Bids shall be opened.

26.10 The Technical and Financial Bids shall be opened in the presence on the interested bidder(s) on the stipulated/announced date/time.

26.11 The entire bid documents consisting of (i) Bid Notice (ii) Schedule for finalization of bid / allotment , (iii) terms and conditions of licence, (iv) Technical Bid (Annexure-A), (v) Financial Bid (Annexure-B) (vi) Affidavit on stamp paper of Rs. 100/- duly signed and notarized (Annexure-C), (vii) Check List (Annexure-D), (viii) form of agreement (Annexure-E) from page no. 01 to 28 should be submitted having each page duly signed by the tenderer or the authorized signatory.

26.12 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.

26.13 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.

26.14 Application received after the dead line of submission of application will not be considered or opened under any circumstances.

26.15 No conditional bids or incomplete application(s) or those received without required documents shall not be considered and summarily rejected.

26.16 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.

26.17 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.

26.18 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.

26.19 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.

26.20 The Director reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

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

27.1 All bidders shall have to deposit earnest money of Rs.1.00 (one) lakh in the form of a Demand Draft payable in the name of Director, National Zoological Park, New Delhi from a scheduled commercial bank along with their Technical Bid inside the envelope.

27.2 Demand Draft/Pay Order/Banker's Cheque obtained earlier than the date of advertisement will not be accepted.

27.3 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.

27.4 However, in case where the bidder withdraws or modifies the bid during the 100 days validity period of the bid or it has come to knowledge of the licensor that bidder has used fraudulent practices for the bid, the earnest money shall be forfeited.

27.5 Tender received without EMD will be rejected summarily.

## **28. 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 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.

## **29. ACCEPTANCE OF TENDER**

29.1 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.

29.2 The Director, National Zoological Park reserves the right to accept or reject any tender without assigning any reason thereof.

29.3 The Director is not bound to accept the highest tender. He reserves the right to accept highest or the lowest tender at his own discretion.

29.4 The act of the submission of the bid shall be deemed to be as unreserved acceptance of all conditions herein contained.

29.5 Acceptance of tender by the Director, National Zoological Park will be communicated by FAX/Speed Post/E-mail.

## **30. MISCELLANEOUS**

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

30.2 The Director reserves the right to ask the licencee to stop the operations of souvenir shop on working day/holidays without assigning any reason thereof in public interest.

30.3 The tenderer should inspect the site of souvenir shop to see the facilities available there before quoting the rate/offer.

30.4 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.

30.5 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.

30.6 Licenced premises shall not be used for residential purposes by the licensee or its employees.

30.7 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.

30.8 The licensee shall be solely liable towards any complaints, or any action taken by any person against quality of services or behaviour of its employees, staff and supervisors in the Zoo premises.

30.9 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.

30.10 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.

30.11 In case of any strike or lockout or natural calamity or any exigency of any kind 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.

30.12 In the event of licensee being prohibited / refrained from operation of services because of any government laws/rules regulations/orders of central government or government of NCT Delhi the licensor shall not be liable for any loss suffered by the licensee and in such an event the licensee shall not be entitled to any reduction in licence fee etc.

30.13 Use of plastic bags etc. is prohibited in National Zoological Park as per direction of government of NCT Delhi.

30.14 The possession/premises for souvenir shop shall be allotted on 'AS IS WHERE IS BASIS'.

30.15 No construction/addition/alteration can be carried out inside the premises without licensors prior written consent and permission.

30.16 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 such fixtures will become the property of the licensor.



### **31. ENTRY AND EXIT**

31.1 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.

31.2 Entry of vehicles inside the zoo is not permitted during the visiting hours of the zoo.

31.3 Only limited number of essential vehicles with valid service pass shall be allowed entry.

### **32. 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.

### **32. INVENTORY**

Two lists of inventory of all the fixtures / fittings etc. at the shop/ premises will be made, one at the time of taking possession by the licensee and the other after furnishing of the shop/premises by the licensee . These two inventory list will be signed by the licensee and the Security Supervisor of the NZP, 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 as the case may be.

### **33. FAIR BUSINESS PRACTICES**

The licensee shall be required to adopt fair business practices and will exhibit rate list of products prominently at minimum two places in the shop.

### **34. SUBMISSION OF RETURNS**

At the end of every financial year the licensee will submit self-attested copy of the returns of all applicable taxes such as income-tax, service tax, VAT etc. returns within 1(one) month of filing the return.

### **35. GOOD CONDUCT CERTIFICATE**

The bidder must provide a Good Conduct Certificate from the zoos, aquariums, museums and similar institutions belonging to Government/Semi-Govt., PSUs/Other Govt. Bodies where the services are being provided currently to run the Souvenir Shop.

**36. RESERVE PRICE FOR BIDDING**

Rs. 1,25,000.00 (one lakh twenty five thousand) only will be the reserve price for licence fee per month. Bids quoted below Rs. 1,25,000.00 (one lakh twenty five thousand) towards licence fees per month to run and operate the souvenir shop at the National Zoological Park will not be accepted.

Director  
National Zoological Park  
New Delhi-110003

SECOND CALL

**APPLICATION FORM-T (TECHINCAL BID)**  
**FOR**  
**LICENCE TO SET UP AND RUN THE SOUVENIR SHOP**  
**AT**  
**NATIONAL ZOOLOGICAL PARK, NEW DELHI-110003**

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

Technical Bid

1. Name of the Firm/Agency : .....
2. Name of the representative authorized by the company/ agency to sign the tender : .....
3. Applicant's Legal Status, Please specify:  
(Private /Public Limited Company/ Partnership firm/Sole Proprietor Firm/ any others) : .....
4. Registration Details of the Firm/Agency :
  - 4.1 Number : .....
  - 4.2 Where registered : .....
5. Address of the Firm/Agency :  
:  
:  
:
6. Telephone No. :
  - 6.1 (Office) : .....
  - 6.2 (Residence) : .....
  - 6.3 ISD/STD code : .....
  - 6.4 Website if any : .....

- 6.5 Mobile : .....
- 6.6 e-mail : .....
7. Service Tax Registration No. : .....
8. PAN No. (attach photocopy) : .....
9. Designation & address of:  
the Income tax Authority  
by whom the entity is .....  
assessed.
10. EPF Regn. No. in EPF : .....  
Commissioner Office
11. ESI Regn. No. : .....
12. Earnest Money : Amount.....  
: Bank Draft No.....  
: dated.....  
: Name of the Bank .....
13. Details of Application fee of Rs 1000/-in case tender form is downloaded  
from the website : Amount.....  
: Bank Draft No.....  
: dated.....  
: Name of the Bank .....
14. Date of establishment of the applicant's .....  
Business in souvenir shop or similar business  
operations (attach proof)
15. Bankers Details:.....  
(i) Name :.....  
(ii) Branch :.....

(iii) A/c No.....

16. Annual turnover from souvenir shop or similar business operation in the last three years:

Financial Year	Turnover (in Lakhs) from Souvenir Shop or similar business operations (as per audited financial statement)
2012-13	
2013-14	
2014-15	
Average Annual Turnover	

17. Experience details of Government Offices / Public Sector Undertaking, where services have been/are being provided:

S.No.	Name of Organization	From	To	Period
1				
2				
3				
4				

18. Details of office which has provided the Good Conduct Certificate where the services are being currently provided:

- i. Name of the officer : \_\_\_\_\_
- ii. Designation : \_\_\_\_\_
- iii. Telephone No.: \_\_\_\_\_
- iv. E. mail : \_\_\_\_\_
- v. Address of the office: \_\_\_\_\_

19. Enclosures (to be provided as self attested documents) :
- i) Demand Draft of Rs. 1000/- only if the form is downloaded from the website.
  - ii) Demand Draft/Pay Order of Rs. 1,00,000/- as EMD
  - iii) As identity proof of person signing the tender document - Self attested photocopy of Pass Port/ Driving Licence/ Voter Identity card etc.
  - iv) As address proof of person signing the tender document- Self attested Photocopy of Pass Port / Electric Bill / Telephone Bill / Ration Card etc.
  - v) Self attested copy of registration of the company / agency.
  - vi) Self attested copy of proof of annual turnover for the last three years i.e. 2012-13, 2013-14, 2014-15
  - vii) Self attested copy of proof of experience of the company / agency
  - viii) Self attested copy of registration for payment of service tax
  - ix) Self attested copy of PAN Card for payment of income tax
  - x) Self attested copy of EPF registration.
  - xi) Self attested copy of ESI registration
  - xii) Certified copy of authorization if documents are signed by the authorized signatory.
  - xiii) Income tax return of the last three years.
  - xiv) Certificate of good conduct of any Govt. agency where the services are being currently provided
  - xv) Date of establishment of the applicant's Business of souvenir shop or similar business operations (attach proof)
20. In case of branch office the authorisation letter from the Head Office.
21. Details of Business associates/Sister concern/Affiliates, subsidiaries etc. If any (attach proof)
22. Experience in the field of Souvenir Shop or similar business operation.  
(i) Photographic & documentary proof to substantiate the experience  
(ii) Proof to show current engagement in Souvenir Shop or similar business operations
23. Affidavit as per Annexure – C

**I/we, hereby, declare that:-**

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

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

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

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

**I/we hereby also declare that:-**

The bid has been submitted after site inspection of the National Zoological Park and the same are to be allotted on 'as is where is' basis. National Zoological Park reserves the right to suggest us different products for sale 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)

Designation : .....

(Capacity in which signed)

Full Address : .....

Company Seal :

Signature of tenderer

Dated : \_\_\_\_\_

**APPLICATION FORM-F (FINANCIAL BID)**  
**FOR**  
**LICENCE TO SET UP AND RUN THE SOUVENIR SHOP**  
**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 figures)

Rs. \_\_\_\_\_  
\_\_\_\_\_ (In words)

as licence fee **PER MONTH** for grant of licence to set up and run the souvenir shop within the National Zoological Park for the year 2016-17.

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

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

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

That the terms of the licence shall be upto 31.03.2017 in the first year which can further be extended upto 4 (FOUR) subsequent years on year to year basis against an increase of 10% of approved licence fee every year at the discretion of the Director, National Zoological Park, New Delhi and the same shall not be liable to be extended beyond extended period of four years under any circumstances notwithstanding any dispute between licensor and ourselves.



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

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

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

Thanking you,

Yours faithfully,

Place:

Signature:

Date:

Name:

Designation:

(Capacity in which signed)

Full Address:

Company Seal:

Email ID:

ON NON JUDICIAL STAMP PAPER OF RS.100/-

**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 for operation of Souvenir Shop.
2. That there has been no case/litigation whatsoever against me/firm/company or any other legal entity in which I/we have controlling share any law which restricts me/firm/company from running of Souvenir Shop and/or to enter into the License Agreement.
3. That I/firm/company am/is financially sound to undertake such an agreement.
4. That I/firm/company or any other legal entity in which I/we have controlling share has/have never been barred from operating any Souvenir Shop anywhere in India by any agency/Govt. Department.
5. That I/we understand and agree that licensed premises shall not be used after expiry of the Agreement. The licensor will have the right to disconnect electricity and other services after expiry of the Agreement and/or seal to take over the premises on the expiry of the License Agreement without any noticed to the license.
6. That I/we understand and agree that the license period/term of license of Souvenir Shop at National Zoological Park for which I am/we are submitting our bids to set up and run the souvenir shop at the National Zoological Park, New Delhi for the year 2016-17 only as per the Bid Notice/Bid Documents and the period of license will not be extended other than mutual agreement for further 4(Four) subsequent years on year to year basis on an increase of 10% of the licence fee every year and not under any circumstances on ground of any dispute and agree that said issues may be processed for financial compensation, if any.
7. That in case I am/we are allotted the licensed premises, namely, to set up and run the souvenir shop at the National Zoological Park, New Delhi, I/we will hand over the peaceful vacant possession of the licensed premises immediately on expiry of term.

8. 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. I/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 summarily cancellation/termination of license agreement.

10. That I/we undertake and agree that the Licensor will have the sole right to revoke/cancel the License agreement on violation of any terms & conditions of the bid document and/or Agreement.

11. That I/we agree and understand that I/we will have no authority to access the premises after the expiry/termination/revocation/cancellation of License Agreement.

12. That I/we undertake to pay the amounts as demanded by licensor towards damage if caused to the licensed premises during the tenure of Agreement on vacation. The amount towards damages shall be paid within three days from the date of Demand Note/Invoice.

13. That I/we have not been debarred from participating in the bidding process by any Govt. agency/PSU etc.

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

15. That I/we shall not object to establishment of any other souvenir shop in any other location in at the National Zoological Park, New Delhi

16. That I/we have read all the terms & conditions forming part of the License Agreement (Annexure-A) and agree to abide by them in entirety.

**DEPONENT**

**VERIFICATION**

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

**DEPONENT**

**CHECK LIST****ENCLOSURES**

Please tick (  ) appropriate answer against yes / no

**Have you enclosed?**

1. Earnest Money of Rs. 1.00 lakh in the form of Demand Draft/Banker's cheque/Pay order in favour of "Director, National Zoological Park, New Delhi" from a schedule commercial bank. : Yes/No

2. In case the application form has been downloaded, a separate Demand Draft/Banker cheque/Pay Order of Rs. 1,000/- towards application fee in favour of Director, National Zoological Park, New Delhi. : Yes/No

3. **Have you enclosed all the required self-attested documents as per the list of enclosures provided in the technical bid (annexure A)**

: Yes/No

**4. OTHERS**

i) Have you signed and stamped all the pages of the tender documents and enclosures. : Yes/No

ii) Have you mentioned the rates in figures as well as in words : Yes/No

iii) Have you signed corrections/ over writings. : Yes/No

iv) Have you read and agreed with all terms and conditions stipulated in the tender document. : Yes/No

v) Have you numbered all the documents attached as enclosures by making first enclosure as page no. 1 and so on. : Yes/No

Place:

Signature:

Date:

Name:

Designation:

Company Seal:

Full Address:

Email ID:

ON NON JUDICIAL STAMP PAPER OF RS.100/-

A G R E E M E N T

ARTICLES OF THE AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ 2016 between Director, National Zoological Park Mathura Road, New Delhi-110 003 (hereinafter referred to as **Licensor** which expression shall include his/their executors, administrators and assigns) of one part and M/s \_\_\_\_\_ (hereinafter referred to as the **Licencee**, which expression shall include his/their, executors, administrators and assigns) of the other part and whereas the Licensor had issued Notice Inviting Tender vide No. dated -----against which the Licencee has submitted his tender vide No. \_\_\_\_\_ dated \_\_\_\_\_ and the Licensor had issued Letter of Intent/Letter of Award vide No. \_\_\_\_\_ dated \_\_\_\_\_ to the Licencee, which has been accepted by the Licencee.

NOW IT IS HEREBY AGREED as follows :-

That the Notice Inviting Tender (NIT), terms and conditions, complete tender document with annexures from page 1-28, and Letter of Intent / Letter of Award including the following shall be deemed to form an integral part of this Agreement.

- (a) Invitation to Tender alongwith full Bid Document with all annexures
- (b) Scope of work
- (c) Terms and condition of the contract
- (d) Instructions to Tenderers;
- (e) Any other documents forming part of the contract

In witness thereof, the parties put their hand this \_\_\_\_\_ day of \_\_\_\_\_ 2016 in the presence of :-

For and on behalf of the Licencee

For and on behalf of the President  
of India

Signature of the authorized official  
Name of the official \_\_\_\_\_  
Stamp/Seal

Signature of the authorized Officer  
Name of the Officer \_\_\_\_\_  
Stamp / Seal

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

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