

GREATER HYDERABAD MUNICIPAL CORPORATION::HYDERABAD

TENDERS ARE INVITED FOR

Name of the Work : Grant of License for Running of Canteen in (1) Major park (Jalagam Vengal Rao Park) for a period of (1) year (8th Recall).



THE INFORMATION PROVIDED BY THE BIDDERS IN RESPONSE TO THIS TENDER DOCUMENT WILL BECOME THE PROPERTY OF GHMC AND WILL NOT BE RETURNED. GHMC RESERVES THE RIGHT TO AMEND, RESCIND OR REISSUE THIS TENDER THROUGH E-PROCUREMENT FOR GRANT OF LICENSES FOR RUNNING OF CANTEENS FOR A PERIOD OF (1) YEAR DOCUMENT AND ALL AMENDMENTS WILL BE ADVISED TO THE BIDDERS AND SUCH AMENDMENTS WILL BE BINDING ON THEM. THIS DOCUMENT IS PREPARED BY GHMC. IT SHOULD NOT BE REUSED OR COPIED OR USED EITHER PARTLY OR FULLY IN ANY FORM

Tender No.: 'e'07/DUB/GHMC/2017-18 Dt: 09.01.2019.

GREATER HYDERABAD MUNICIPAL CORPORATION

Office of The Director, Urban Biodiversity, GHMC, Indira Park, Hyderabad.

Signature of the Tenderer

**Director
Urban Bio-Diversity, GHMC**

To
The Commissioner
Greater Hyderabad Municipal Corporation
Hyderabad



Sir,

Ref: GHMC – DUB – Grant of License for Running of Canteen in Jalagam
Vengal Rao Park for a period of (1) year –‘e’ Tenders – Reg.

* * *

1. **Name of the applicant's /
Company / firm** : _____
(In BLOCK LETTERS)

2. **Father's Name** : _____
(In case of individuals)

3. **Address of the applicant** :
(a) Permanent : _____

(b) Temporary/Correspondence : _____

(c)Tel. No. (Office) : _____
(Resi) : _____
(d) 'e' mail ID : _____

5. **Present business / occupation** : _____

6. **a) Bank Account No.** : _____
b) Nature of Account : _____
c) Name of Bank & Address : _____

7. **PAN Card No** : _____
8. **Aadhar Card No** : _____

Place:
Date :

Signature & Name of the Applicant

Signature of the Tenderer

Director
Urban Bio-Diversity, GHMC

**GREATER HYDERABAD MUNICIPAL CORPORATION
HYDERABAD, TELANGANA STATE, INDIA**

| Sl. No. | Items | Details |
|---------|-------------------------------------|--|
| 1 | Name of work | Grant of License for Running of Canteen in (1) Major park (Jalagam Vengal Rao Park) for a period of (1) year..(8th Recall) |
| 2 | Name of the Office | Office of the Director (Urban Bio-Diversity), Indira Park, Hyderabad. |
| 3 | Tender Notice No. & Date | <u>'e' 07 /DUB/GHMC/2017-18 Dt:09.01.2019</u> |
| 4 | Bid Processing Fee | As mentioned in the Tender Document against each Park – Non refundable under any circumstances. |
| 5 | EMD | Total 2.5% on the Tender Upset Price. |
| 6 | Bid Security Deposit | As mentioned in the Tender Document against each Park i.e., 10% on the upset price. |
| 7 | Bid Document Down load Start Date | 06.02.2018 @ 01.00 P.M. onwards |
| 8 | Bid Document Down load End Date | 21.02.2019 @ 3.00 P.M. |
| 9 | Last date & time of receipt of bids | 21.02.2019 @ 3.30 P.M. |
| 10 | Opening of bids | 21.02.2019 @ 4.00 P.M. |
| 11 | Address / E-mail ID | dub.ghmc@gmail.com |
| 12 | Contact details | 8374901776. |

ABSTRACT

| Sl. No. | Package No. | Name of the park | Area of Canteen | Processing Fee | GST | EMD amount @ 2.5% on upset price | Security Deposit @ 10% on upset price | Upset price |
|---------|-------------|-------------------------|-----------------|----------------|-------|----------------------------------|---------------------------------------|-------------|
| 1 | III | Jalagam Vengal Rao Park | 286 Sqm | 2000/- | 360/- | 5,445/- | 21,800/- | 2,17,800/- |

Signature of the Tenderer

**Director
Urban Bio-Diversity, GHMC**

Eligibility criteria:

| | Eligibility Condition | Proof of documents to be submitted |
|----|--|-------------------------------------|
| a) | Tenderer, shall have Valid Registration Certificate of the company / firm / contractor. Individual contractors are exempted. | Copy of Certification. |
| b) | Tenders are invited from all the interested persons | Experience certificate not required |
| c) | Aadhar Card, PAN Card and latest IT Returns. | Copies |

General Terms and Conditions:

1. Bids shall be submitted on 'e' procurement portal only.
2. The Bid processing fee and GST are non-refundable under any circumstances. The bid processing fee payable through Demand Drafts only drawn in favour of the Commissioner, GHMC. The Bidder should handover the Bid processing fee DD's to the Director (Urban Bio-Diversity), GHMC on or before opening of technical bid on proper acknowledgement. The copies of the DDs should be uploaded with the tender document.
3. The fee towards the GST should be paid through Demand Drafts drawn in favour of the CTO, Basheerbagh, Hyd. The Bidder should handover the GST DD's to the Director (Urban Bio-Diversity), GHMC on or before opening of technical bid on proper acknowledgement. The copies of DDs should be uploaded with the tender document.
4. Tenders submitted without EMD and Security Deposit shall be summarily rejected. No Exemption with regard to EMD & Security Deposit is entertained in this tender. EMD [2.5%] & Security Deposit [10% of Upset Price] put together should be paid on 'e' procurement portal only, the copies of the payment receipts should be uploaded with tender document. No DDs are accepted. The bid security deposit shall be refunded to the unsuccessful bidders except H1 and H2, soon after finalizing the tenders, after receipt of requisition from the bidder.
5. The bidder is advised to submit their Hard copies of tender document, whenever required.

Signature of the Tenderer

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Urban Bio-Diversity, GHMC**

6. Bidder should give a Declaration that the bidder it's sister concerns if any, OEM/Principal has not been debarred/blacklisted by any central or State Govt./Quasi-Govt. departments or organizations for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices.
7. GHMC reserves their right in not considering a bid of the bidder, if such bidder/consortium member was a previous supplier and had a past bad track record or their earlier performance was unsatisfactory on any count.
8. The bidder must keep the bid validity for a period of 120 days with effect from the date of opening of financial bid. If the bidder withdraws his offer within 120 days the EMD & Security deposit will be forfeited.
9. Any wrong declaration in this regard if comes to the notice at a later date, will disqualify him from tendering.
10. The Commissioner, GHMC reserves the right to accept / reject any or all the tenders without assigning any reasons thereof.
11. Conditional bids are not acceptable and liable for rejection.
12. The bidders shall submit all the bids, i.e. technical & financial bids on 'e' procurement portal only.
13. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval will result in the forfeiture of its bid security (EMD & Security Deposit).
14. During evaluation of the bids, GHMC may, at its discretion, ask the bidder for clarification of its bid.

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Urban Bio-Diversity, GHMC**

15. Bidder shall not approach GHMC officers outside of the office hours and/or outside GHMC office premises, from the time of the tender call notice to the time the contract is awarded.
16. Any effort by a bidder to influence GHMC officers in the decisions on bid evaluation, bid comparison or contact award may result in rejection of the bidder's offer and bidder may also be marked as ineligible for future bids. If the bidder wishes to bring additional information to the notice of the GHMC, it should do so in writing.
17. Amendment of bidding documents:
 - i. At any time prior to the deadline for submission of bids, GHMC, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment.
 - ii. All prospective bidders those have received the bidding documents will be notified of the amendment and such modification will be binding on all bidders.
 - iii. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the GHMC, at its discretion, may extend the deadline for the submission of bids.
18. The GHMC will deal with the bidder directly and no middlemen/agents/ Commission agents etc. should be asked by the bidders to represent their cause and they will not be entertained by the GHMC.
19. The tenderers should quote the prices both in words & figures in Indian currency, on 'e' procurement portal. No sort of representations will be considered in this matter.
20. The GHMC, in its discretion, reserves the right to reject or accept any or all the tenders, wholly or partly, without assigning any reasons. The decision of the Director (Urban Bio-Diversity), GHMC with regard to the Technical Bids

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will be final and no correspondence or representations will be entertained in this regard.

21. Even after awarding the said Contract, the GHMC reserves the right to terminate the same at any time, without assigning any reason.
22. Successful bidder shall have to execute an agreement within (7) days from the date of issue of Intimation letter/Work Order with GHMC on a non-judicial stamp paper worth Rs.100/- (should be submitted by the agency) expressing acceptance of the terms and conditions .
23. The Commissioner, GHMC reserves the right to accept or reject any tender either partly or wholly without assigning any reason thereof.
24. The bidder shall appoint one liaison officer to attend arbitration if any at his own cost for immediate settlement.

25. Termination of the Contract

GHMC, Hyderabad is the sole arbitrator in case of failure by the vendor to perform any of its obligation under or arising out of the agreement. All disputes, differences and questions what so ever which may arise between the parties here to during the continuance of the agreement the GHMC, Hyderabad will have option to terminate the agreement or impose penalty. Order can be terminated by GHMC, Hyderabad without assigning any reasons forthwith.

Special Conditions :

1. The Particulars of the applicant like Name, Address, Phone numbers, 'e' mail PAN Card Number, Aadhar Card Number, Address, Bank Account Number, the nature of account, the name and address of the Bank etc., to be furnished on the form supplied along with the tender schedule.
2. Declaration & undertaking [Annexure-I] in the sheet supplied along with the tender schedule.
3. Tenders not properly filled or mutilated or with incorrect, inaccurate information or generally not complying with the conditions will be rejected.

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Urban Bio-Diversity, GHMC**

4. No alterations, amendments or modifications shall be made by the tenderer in the tender documents like declaration & undertaking, Terms & Conditions, Specifications and if any such alterations are made or any special conditions attached, the tender is liable to be rejected without reference to the tenderer.
5. If the tender is made by an individual it shall be signed by him and his full name and complete address shall be given. If it is made by partnership firm it shall be signed in the name of the firm by a partner of the firm who shall sign his own name and give the name and address of each partner of the firm. In case the tender is made by or on behalf of a company incorporated under the Companies Act, it shall be signed by the Managing Director or by one of the Directors duly authorized on his behalf. All the papers of tender document should be signed by the applicants.
6. In case of any disorderly conduct or disturbance by the applicant or the person accompanying the applicant, in or around the place of tender, or for any other reason, the GHMC shall be entitled to exclude such person(s) from the premises, and initiate criminal proceedings under the law.
7. Evaluation of tenders will be made by the department based on documents submitted on 'e' procurement portal.
8. GHMC shall have the right and power to change, modify, alter, extend, and reduce the time of tender and also to postpone the date of receipt of tenders, opening of tenders to any other day for reasons recorded in writing.
9. The issue of license shall be to the highest quoted / tenderer by way of tender and the selected bidder / tenderer on fulfilling terms and conditions will be accorded the license for Running of Canteen for a period of (1) year. The bidding of licensing fee is for one year.
10. The tender quoted by the tenderers shall be higher than the highest tendered amount and shall be in multiples of Rs.100/-.

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11. The higher of the highest tendered rate will be accepted and such acceptance shall be binding on the applicant and the applicant / successful tenderer shall strictly bind to the action initiated by GHMC.
12. The Tenderer quoting more than 15% excess on the upset price, should submit Additional Security Deposit (A.S.D.) through Demand Draft (D.D.) drawn in favour of the Commissioner, GHMC at O/o. Director (UB), GHMC., within [7] days from the date of receipt of intimation (for example if the bidder quotes Rs.1,25,000/- against the upset price of Rs.1,00,000/- the agency should pay Rs.10,000/- as .A.S.D) (i.e. upto Rs.15,000/- on the upset price, the ASD is not required and the difference amount of Rs.10,000/- should be paid).
13. In case the day and the date fixed for the receipt of tenders is declared by the Government as public holiday, the same will be held on the immediate next working day and accordingly the date of receipt of tenders will get extended, except as otherwise informed to the tenderers at the place of tender or through a newspaper notification or by affixing a notice to that effect on the notice board in O/o of Director, Urban Biodiversity, GHMC.
14. The acceptance of the Tender Amount during tenders shall be subject to confirmation Commissioner, GHMC. Intimation of confirmation of License or otherwise as the case may be, will be communicated through 'e' mail or by Registered Post/in-person within (7) days of such confirmation. In case of non-receipt of such intimation, it shall be the responsibility of the applicant to personally obtain a duplicate copy of the notice from the Office of DUB, GHMC. Non-receipt of the notice by the applicant shall not be a ground for non-payment of tendered amount / bid amount.
15. All correspondence will be made to the address given in the application form or 'e' mail. It shall be the responsibility of the applicant / tenderer to effect any changes in the address or 'e' mail recorded in the records of GHMC.

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Urban Bio-Diversity, GHMC**

16. The tenderer is solely responsible to receive any sort of communication from GHMC of Hyderabad.
17. The tenderers quote must be firm and shall include all taxes etc. The rates quoted by the Tenderer shall remain firm throughout the contract for any reason whatsoever.
18. EMD, Security Deposit & Additional Security Deposit, shall not carry any interest, which is refundable subject to adjustment for any damage or for any other dues or loss or compensation, after expiry of contract period, duly following the refund procedure.

SITE INSPECTION BY THE TENDERERS:

19. Before tendering, every tenderer is expected to inspect the site of the proposed work and acquaint & satisfy himself for logistics and provisions & extent therein, as well as permission from authorities for this purpose. He must go through all the specifications and other tender documents. Any further clarifications in the drawings and documents can be had from the Director, Urban Biodiversity, GHMC. Submission of the tender shall be deemed to be due compliance with this clause. Any extra claims made in consequence of any misunderstanding, incorrect information on any of these points or on the grounds of insufficient description or information shall not be entertained or allowed at any stage.

SCOPE, EXTENT & INTENT:

20. The general character and the scope of the work shall be as defined in the specifications and other tender documents.
21. The tenderer shall take up and carry out the work under the tender in every respect and the work shall include everything else necessary for the proper execution and successful completion of the work in accordance with the contract documents and to the discretion and satisfaction of the GHMC. The tenderer shall be fully responsible and liable for everything and all matters in connection

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with or arising out of or being a result or consequence of his carrying out or omitting to carry out any part of the work.

EXECUTION OF AGREEMENT:

22. The successful tenderer shall execute an agreement on Rs.100/- non-judicial stamp paper within seven days from the date of issue of notice of confirmation of tender in his favour as per the terms and conditions and other norms laid down by Greater Hyderabad Municipal Corporation.
23. If the successful tenderer fails to sign the prescribed agreement, the EMD, Security Deposit, ASD and other amounts paid if any by him shall be forfeited.

RUNNING OF CANTEENS TIMINGS

24. The timings for Running of Canteen activity shall be from 06.00 am to 08.00 pm shall not be changed by the license without the specific written Consent of GHMC and the timings and rates shall be written and exhibited at the site using glow sign boards, in not less than [2] conspicuous locations in the premises of Canteen area.
25. The Canteen area shall be given to selected bidder on “as is where is basis” for undertaking the canteen operations. The activity shall be restricted to the existing canteen area only as per the allotment by GHMC.
26. Licensee may sell only the permissible products listed under the Obligations of Licensee of Data Sheet or any other similar products as may be approved by GHMC for a price not more than Maximum Retail Price [MRP]. Items / products other than the above are prohibited from sale at Canteen location.
27. The licensee shall not charge exorbitant rates for the food items. GHMC has the right to direct the licensee to sell food items as per prevailing market rates.
28. [a]. The articles for sale kept by the licensee in canteen must be of good and standard quality and to the satisfaction of GHMC and confirming to standards laid down by Medical & Health wing of GHMC etc.
[b]. The Licensee shall provide adequate dust bins at the canteen premises at his own cost. The wet & dry waste shall be maintained separately. With wet waste shall take up composting activity on his own cost.

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[c]. In order to maintain the Canteen area and surroundings neat and tidy, the licensee shall place adequate dustbins at desired locations for disposing the used plates, glasses, spoons, sticks, papers, wrappers, etc., Licensee should dispose the garbage, wasted food including bags etc., without chocking the drainage outlet. Use of plastic / polythene bags are prohibited and it is advised to use cloth / paper bags.

[d]. All expenditure with respect to Canteen and its associated business including power charges, taxes, etc. shall be payable by the licensee only.

[e]. Licensee shall not have any claim for exemption in License fee if a holiday is declared by Government / GHMC for what so ever reason.

29. Any issue of compensation claims etc. arising from loss / damages of any nature including food poisoning etc. to the visitors of the canteen shall be borne by the licensee.
30. The Licensee shall not include sale of banned or unauthorized items in Canteen such as cigarettes, gutkha, Tobacco items, pan, liquors [Alcohol], locally made concentrate drinks in lose, etc.
31. Running of Canteen activity outside the earmarked licensed premises / area is strictly prohibited. Further, no canteen activities shall be permitted in the existing water body area also.
32. The Licensee indemnifies the GHMC for any person for the provisions of various Acts enacted by the Central / State Governments, such as payment of wages act., workmen's compensation act., hours of employment regulation act., employment of children acts, ESIC, EPF etc.,

FILM SHOOTING, ADVERTISEMENT RIGHTS & ANY OTHER COMMERCIAL ACTIVITIES:

33. All the rights of film, TV, and / or Advertisement shooting, advertisement etc. shall lie with the GHMC.
34. The Tenderer shall not take up nor allow any sort of commercial activity in the canteen premises, unless permitted by GHMC in writing.
35. GHMC shall have the right to license, lease etc., any part of the park area for any other recreation activity and GHMC has the right to collect additional fee for such activity.

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Urban Bio-Diversity, GHMC**

TOOLS , IMPLEMENTS, OTHER MATERIALS ETC.:

36. The tenderer shall at his cost provide and install all equipment, necessary for the execution of the work in conformity with the contract conditions and to the satisfaction of the GHMC. Also, all machines, tools implements, cleaning materials, manpower and everything else necessary for the proper and satisfactory execution of the work in accordance with the contract conditions shall be provided by the tenderer at his own cost.

ENGAGING SUPERVISORS, OTHER PERSONNEL & EQUIPMENTS:

37. The tenderer shall at his cost provide and ensure continued effective supervision of the work with the help of the tenderer's representative, assisted by qualified, experienced and competent personnel, supervisors and adequate staff, to the satisfaction of the GHMC for the entire duration of the contract.
38. The tenderer's representative shall be on the site at all times and shall be responsible for carrying out the work to the true meaning of, Specifications, Conditions of contract, and directions of the GHMC. The instructions and directions given in writing to the Tenderer's Representative or to any of his assistants at the site by the GHMC shall be deemed to have been given to the tenderer officially.
39. On acceptance of the tender, the Tenderer shall intimate the name of his accredited representative (the "Tenderer's Representative") who would be supervising the work and would be responsible for taking instructions for carrying out the work. All commitments made by such representative shall be binding upon the Tenderer, and such representative shall be deemed to be the duly authorized representative of the Tenderer.

TRANSFER OF CONTRACT OR SUB-LEASING:

40. Sub-leasing or transfer of this license by the tenderer in whatever manner is prohibited and unlawful and liable for cancellation of license / contract / agreement and eviction of the tenderer from the above said premises besides forfeiture of the Caution Money Deposit and other amounts paid by the agency upto such period.

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ACCESS TO THE OFFICERS OF GHMC & OTHER CONTRACTORS ETC.,

41. The officers of GHMC / Government shall have the right to enter the park / canteen at any time for inspection etc., The tenderer shall allow free access to such officers / contractors.
42. The Tenderer must co-operate and co-ordinate with other tenderers / contractors involved in other work on the site. Tenderer should allow free access to such other tenderers, their agents, staff, labour etc.

DISCRETIONARY POWERS OF THE COMMISSIONER, GHMC:

43. The Commissioner, GHMC reserves the right to accept or reject any tenders without assigning any reasons. The decision of the Commissioner, GHMC will be final and binding.
44. In case of any dispute arising during the process of tender, during the period of contract, the decision of the Commissioner, GHMC will be final and binding.
45. The decision of Commissioner, GHMC with regard to the quality of the workmanship will be final and binding.
46. The Commissioner, GHMC will have right to issue directions from time to time for the proper running of Canteen activity and such directions are binding on the part of the Tenderer.
47. The Commissioner, GHMC reserves the right to withdraw or cancel the license / agreement / contract with seven days notice without assigning any reason.
48. For violation of any terms and conditions by the licensee, the Commissioner, GHMC shall have the right to cancel the license / agreement / contract with seven days advance notice.
49. The acceptance of tender shall rest with the Commissioner, GHMC who does not bind to accept the highest tender and reserves to the right to reject any or all the tenders received without assigning any reason(s) whatsoever. Non-acceptance of any tender shall not make the tenderer(s) liable for compensation or damages.

PERIODICAL INSPECTION BY GHMC:

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Urban Bio-Diversity, GHMC**

50. The activity shall be carried out under the direction and supervision of the GHMC.
51. The team consisting of Director, Urban Biodiversity / Asst. Director; Horticulture Officer / Forest Range Officer/ Manager of GHMC and one representative of the Tenderer will inspect periodically (not less than four times in a month) to assess the collection towards running of Canteen.
52. The consequences or claims of bad service or no service provided by the tenderer, if any, shall have to be borne by the tenderer.

VACATION ON EXPIRY OF CONTRACT PERIOD OR ON CANCELLATION OF THE CONTRACT:

53. After expiry of the contract period, the Tenderer shall have to vacate the Canteen in as is where is condition.
54. In case of cancellation or withdrawal of the license / contract / agreement or on expiry of the license / contract / agreement period, the licensee shall be deemed to have vacated the premises and possession reverted to the GHMC and GHMC shall have the right to evict the tenderer and also to treat the tenderer as trespasser or encroacher liable for criminal action under law.
55. GHMC shall not be responsible for any loss to the tenderer due to termination of the license by the GHMC as per terms and conditions or vacation of premises by tenderer for whatever reason.

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COMPLIANCE OF OTHER LAWS & ACTS:

56. The Tenderer shall comply with all applicable laws and government acts including the by-laws or regulations of local authorities relating to the work in so far as execution, supply and installation activities are concerned, and he shall obtain from the local authorities all permissions and approvals required and the tenderer shall give all notices and pay all fees and charges that are and that can be demanded by law there under.
57. All the taxes, cess, rates, fee of whatever nature as may be levied by the concerned local and other authorities shall be payable by the licensee.
58. The tenderer shall comply with all applicable environmental laws and regulations and shall ensure that the site is and remains free from pollutants throughout the contract period. Notwithstanding the above, the tenderer shall comply with all the directions and decisions of the GHMC in this regard.
59. The Tenderer shall be wholly and solely responsible for full compliance with the provisions under all labour laws and / or regulations. The Tenderer shall comply with all the rules framed by the Government authorities concerned from time to time for protection of the health and welfare of the workers.

ACTS PROHIBITED:

60. The tenderer shall not allow any activity, which will cause inconvenience to the visitors in the park.
61. The tenderer shall not carry out any other activity other than permitted under this contract / license and if it comes to the notice of GHMC of any such unauthorized activity, GHMC shall have the right to cancel the license / agreement / contract at once without any advance notice.
62. The tenderer will have no right to erect display boards or hoardings of any sort, unless instructed by GHMC.
63. The tenderer shall not allow the visitors to carry or possess any food material into the Parks.

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64. The Tenderer shall not take up any construction activity or erection of any type of structures in the park or water body without prior written permission of the Commissioner, GHMC.

STANDARDS OF CONDUCT:

65. The tenderer, in performing its obligations under this contract, shall establish and maintain appropriate business standards, procedures and control, including those necessary to avoid any real or apparent impact on the interests of the GHMC. The GHMC will in no event reimburse the tenderer for any costs incurred for purposes inconsistent with such policies.
66. All the personnel including supervisors etc., engaged by the tenderer shall wear a uniform as approved by the GHMC. The Licensee should provide laminated photo identity cards to them.
67. The tenderer and his personnel shall behave in a polite and courteous manner with the visitors of the Canteen / park, conforming to the standards of general etiquette.

PENALTIES / FORFEITURES:

68. If the successful tenderer fails to pay the caution money deposit in the stipulated time the EMD & Security Deposit amounts already paid by the tenderer shall be forfeited.
69. Non-payment of license fee in stipulated time by the successful tenderer, the EMD, Security Deposit & ASD and other amounts if any paid by the successful tenderer shall be forfeited.
70. In case the tenderer withdraws during the continuance of license period due to any reason or due to termination of contract by GHMC for any reason, the EMD, Security Deposit & ASD amounts stands forfeited and whatever license amount paid up to such period will also stand forfeited.
71. Maintenance of the Canteen premises and surroundings in clean and hygienic condition.
72. Compensation, damages, claims etc., arising from the visitors / public etc., if any, shall be borne by the Tenderer.
73. No conditional tender will be accepted.

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74. The successful tenderer/bidder shall have to produce latest income tax clearance certificate at the time of execution of agreement.
75. Licensee shall be responsible for security and safety in the authorized area at his own risk and responsibility.
76. In case of any dispute that may arise in the context of opening of tenders, the decision of the Commissioner, GHMC or his representative shall be final.
77. Only the competent Court at Hyderabad will have the jurisdiction over all matters of legal dispute that may arise out of the aforesaid license and no such matter shall be initiated in the Courts of any other place.
78. If equal acceptable rates are offered by more than one tenderer/bidder for the above license, the matter will be decided by drawing lots / as decided by Commissioner, GHMC.
79. GHMC shall not be responsible for any loss sustained to the licensee due to termination of the license by the licensee as per terms and conditions or vacation of premises by licensee for whatsoever the reasons which shall be binding on the tenderer.
80. In case of cancellation or withdrawal of the license or on expiry of the license period, the licensee shall be deemed to have vacated the premises and possession reverted to the licensor and GHMC shall have the right to evict licensee and also to treat the licensee as trespasser or encroacher and is liable for criminal action under law.
81. The licensor shall have the right to grant similar license for any other area in and around in the same park for the same or any other purpose. In this matter the decision of the Commissioner, GHMC is final and binding and the existing licensee shall not raise any objection or grievance of whatsoever in nature at a later stage.
82. The licensee will have to pay electricity / water charges, as fixed by APTRANSCO / HMWSSB as the case may be, for the electricity / water consumed for the said activity for which a separate electricity / water meter may be got installed by the licensee at his own expense.

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83. It shall be the responsibility of the licensee to strictly follow all other laws, rules and regulations and other conditions pertaining to the activity laid down by the authorities concerned from time to time.
84. In case of any dispute, the decision of the Commissioner, GHMC shall be final and binding.
85. The licensee shall not put-up any activity, which will cause inconvenience to the visitors (like equipments of sound systems, erection of publicity material of products being sold etc.,) in the canteen / park.
86. The licensee shall not indulge in unlawful activities in the licensed area and other areas of the Canteen / park.
87. The GHMC reserves the right to impose/ enforce any special term/condition/s in the service level agreement arising as per the Government orders, if any, from time to time in the interest of security of general public/visitors of the park, etc.
88. The GHMC will have right to issue directions from time to time for the proper execution of licensed job and such directions are binding on the Contractor/Bidder.

PAYMENT TERMS:

89. The successful bidder / tenderer shall have to pay bid/tender amount as the case may be as follows:

| Payment of License Fee | |
|---|---|
| First installment (40% of total annual licensing fee) | To be paid within (7) days from the date of receipt of notice of confirmation of the tender from GHMC |
| 2 nd installment (30% of total annual licensing fee) | To be paid within (7) days on completion of (3) months of license period |
| 3 rd installment (30% of total annual licensing fee) | To be paid within (7) days on completion of (6) months of license period |
| Period of license | 1 year |

Signature of the Tenderer

**Director
Urban Bio-Diversity, GHMC**

- i. Security Deposit amount has to be paid along with EMD amount in 'e' procurement portal by the tenderer/bidder during bid submission in favour of Commissioner, GHMC.
- ii. The successful tenderer/bidder shall have to pay 40% of the offered annual license fee / amount (in addition to Security Deposit) within (7) days from the date of receipt of confirmation notice/WO from Greater Hyderabad Municipal Corporation and the balance amount of 60% of the offered license fee / amount is payable in two equal installments within (6) months after completion of every three months (within 7 days from the date of completion of three months).
- iii. However, the licensee is allowed a grace time of 10 days subject to payment of interest @ 24% per annum for whole month. Non-payment of license fee in stipulated time even after grace time will entail GHMC to cancel the license without any prior notice whatsoever.

FORFEITURE OF AMOUNT:

90. Non-payment of annual license fee / amount installments due in stipulated time by the successful tenderer / bidder, the Security Deposit and other amounts if any paid by the successful tenderer / bidder shall be forfeited.
91. In case the licensee withdraws during the continuance of lease period, the Security Deposit stands forfeited and whatever licensing fee, amounts paid upto such period will also stands forfeited.

INDEMNITY

92. The Contractor/Bidder shall indemnify, defend and hold and keep indemnified the GHMC from and against all actions, suits, claims costs, liabilities and demands brought or made against the GHMC in respect of any matter or thing done or omitted to be done by the Contractor/Bidder or any of their employees, workmen, representatives, agents, servants or suppliers in the execution of or in connection with the work or the Contractor/Bidder's performance under this contract and against any loss or damage to the GHMC in consequence of any action or suit being brought against the Contractor/Bidder or any of his employees, workmen, representatives, agents, servants or suppliers for anything done or omitted to be done in execution of the work under this contract, including but not limited to non-compliance with the applicable laws and

Signature of the Tenderer

**Director
Urban Bio-Diversity, GHMC**

regulations of the government and local authorities, not obtaining the relevant licenses and permits, infringing any patents rights and specifically regarding use, storage and disposal of hazardous materials.

- I. Disputes:
 - i. All queries and disputes arising of this contract shall be referred to the Sole Arbitrator appointed by the Commissioner GHMC whose decision shall be final and binding under the contract and no objection shall be taken by the contractor on the ground that Commissioner GHMC and the Arbitrator are an employee of the Govt. The Arbitrator shall be in accordance with the Indian Arbitration Act 1940 and the Arbitrator shall be at liberty to extend the time of arbitration with the consent of the Govt. and the contractor.
 - ii. The Courts at Hyderabad shall have jurisdiction to try all suits and proceedings related to this contract.
- II. Acceptance: Signing/submission of bid on 'e' procurement portal of the tender form and the Detailed Terms & Conditions shall be deemed as the final acceptance of these terms and conditions.
- III. FRAUDS AND CORRUPTION : The owner will reject a proposal for award if it determines that the Bidder recommended for award or any of his representatives, has been directly or through an agent, engaged in corrupt, fraudulent, collusive or obstructive practices in competing for the Contract in question.
 - (a) For the purpose of this provision, the owner defines the above terms as follows:
 - i. "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the action of another party;
 - ii. "Fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - iii. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose including to influence improperly the actions of another party;

Signature of the Tenderer

**Director
Urban Bio-Diversity, GHMC**

- iv. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence properly the actions of a party;
 - v. "Obstructive practice" is Deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.
 - vi. The owner will forfeit the bid security of the bidder and the owner may declare a firm ineligible, either indefinitely or for stated period of time, to be awarded a contract if at any time it determines that corrupt, fraudulent, coercive or collusive practices were engaged by the Contractor or any of its representatives, during the bidding process or the execution of the contract.
- IV. Jurisdiction of Courts in case of disputes: All matters and disputes arising from, relating to or concerning the contract shall be subject to the jurisdiction of the courts in Hyderabad.
- V. If a Force Majeure situation ("Force Majeure" means an event beyond the control of the Vendor and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the GHMC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes) arises, the Vendor shall promptly notify the GHMC in writing of such condition and the cause thereof. Unless otherwise directed by the GHMC in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- VI. For any dispute arising here of shall fall within the jurisdiction of Hyderabad.

Signature of the Tenderer

**Director
Urban Bio-Diversity, GHMC**

ANNEXURE - I

To

The Director (Urban Biodiversity),
Grater Hyderabad Municipal Corporation,
Indira Park, HYDERABAD.

Sir,

DECLARATION AND UNDERTAKING

Sub: GHMC – Grant of License for Running of Canteen in Jalagam Vengal Rao park for a period of (1) year – Reg.

* * *

With reference to the tender invited by the Grater Hyderabad Municipal Corporation for the above license rights, I / we hereby declare this after

- a) Read all the terms and conditions (supplied along with the tender schedule as enclosed herewith) for grant of license for Running of Canteen in Jalagam Vengal Rao Park, UB Wing, Hyderabad.
- b) Examined the drawings and other tender documents.
- c) Visited and examined the site earmarked for running of canteen _____ park and satisfied with the extent and provisions therein, and acquired the requisite information relating to or affecting the tender.

and hereby undertake to abide by the same or as may be communicated from time to time

I / we will execute the agreement as specified in the conditions.

I / we, the undersigned also hereby declare that if I / we are selected for grant of license, I / we offer to take up the work in strict accordance with the contract agreement.

I / we undertake to take up the whole work as per the attached terms, conditions and specifications from the date of entering into agreement with the Grater Hyderabad Municipal Corporation.

Signature of the Tenderer

Director
Urban Bio-Diversity, GHMC

I / we further undertake that in case of failure or lapse or breach of contract, I shall abide by the penal action taken against me / us as indicated in the conditions.

I / we deposit Earnest Money Deposit (EMD) along with Security Deposit (carrying no interest) and I / we agree that this sum shall be forfeited in the event of I / we fail to take up the work as per the enclosed conditions & specifications.

I / we are aware that the amount tendered shall be higher than the minimum bid amount and if I / we quote the amount lesser than the minimum bid amount, EMD paid by me / us will be forfeited.

I / we further undertake that in case of cancellation or withdrawal of the license for whatsoever reason, and I / we shall be deemed to have vacated the premises.

This application form is part of the tender form submitted by me:

Place:

Date:

**Signature & Name of the
Tenderer**

Signature of the Tenderer

**Director
Urban Bio-Diversity, GHMC**

ANNEXURE - II

RECORD OF ARBITRATION & LITIGATION.

The Tenderer shall record chronologically any disputes he had with any of his previous clients during the last (10) years, indicate whether Arbitration or Litigation, the nature, approximate duration and amount of claim involved in respective cases.

| Sl. No. | Project Identification & Location | Name & address of the Client | Description | Nature of | | Amount claimed | Award in favour of client/ contract |
|---------|-----------------------------------|------------------------------|-------------|--|----|----------------|-------------------------------------|
| | | | | Period of Arbitration /Litigation from | to | | |
| | | | | | | | |

Name :

Signature :

Date :

Seal of the Company :

Designation :

Note : Separate forms shall be submitted to cover details in above format for the individual members of joint venture.

Signature of the Tenderer

**Director
Urban Bio-Diversity, GHMC**

ANNEXURE - III

I/ We paid online a sum of Rs.____/- (Rupees_____ only) as Earnest Money Deposit and Security Deposit, which do not bear any interest. If my/ our tender is not accepted, the Earnest Money Deposit and Security Deposit shall be returned to me/ us or my/ our application when intimation is sent to me/ us or rejection or at the expiration of three months after the last date prescribed for the receipt of tenders. If my/out tender is accepted, the Earnest Money Deposit and Security Deposit shall be retained by the Corporation as security for the due fulfillment of the contract. If upon written intimation to me /us by the office of the Director (Urban Bio-Diversity), GHMC fail to attend the said office on the date herein fixed or if upon intimation being given to me / us by the Director (Urban Bio-Diversity), GHMC of acceptance my / our tender I / We fail to make the additional security deposit/EMD and to enter into the required agreement as stated in condition no. _of the terms & conditions, then I / We agree to the forfeiture of the Earnest Money Deposit and Security Deposit. Any notice required to be served on me / us herein under shall be sufficiently served on me / us if delivered to me / us personally or forwarded to me / us by post (Registered or ordinary) or left at my / our address given herein. Such notice shall if sent by post be deemed to have been served on me / us at the time when in due course of post it would be delivered at the address to which it is sent. I / We fully understand that the written agreement to be entered into between me /us and the Corporation shall be the foundation of the rights of both the parties and the contracts shall not be deemed to be complete until the agreement has first been signed by me / us and then by the proper officer authorized to enter into contracts on behalf of GHMC.

Name :
House No. :
Locality :
Town/City/post in Pin Code :
District :
Phone no. :
Fax no. :
Email ID :

Signature of the Tenderer

**Director
Urban Bio-Diversity, GHMC**

ANNEXURE - IV

A) EVIDENCE OF EXPERIENCE:

| Name of Organization | Amount of Contract | Date of Agreement | Agreed date of completion |
|----------------------|--------------------|-------------------|---------------------------|
| | | | |
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| | | | |
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Authorized Signatory

Signature of the Tenderer

**Director
Urban Bio-Diversity, GHMC**

Annexure V

(FINANCIAL BID)

Tender No. **'e' 07/DUB/GHMC/2017-18, Dt: 09.01.2019.**

Name of Work : Grant of License for Running of Canteen in Jalagam Vengal Rao park for a period of (1) year.

Name of the Tenderer :

Address :

Telephone /Cell No :

| Sl. No. | Description | Rate | Qty nos | Total Amount |
|---------|--|------|---------|--------------|
| 1 | Grant of License for Running of Canteen in Jalagam Vengal Rao Park for a period of (1) year. (as per the terms and conditions stipulated in the tender document) | | 1 | |

| Sl. No. | Package No. | Name of the park | Upset price |
|---------|-------------|-------------------------|-------------|
| 1 | III | Jalagam Vengal Rao Park | 2,17,800/- |

Note: 1. Rates must be quoted in rupees.

2. Rates should be quoted for per Annum only.

3. Approximate date of commencement of work is . . .2019 or as specified in the Work Order.

Place:

Date:

Authorized Signatory.

Name:

SEAL

Signature of the Tenderer

**Director
Urban Bio-Diversity, GHMC**