



**TELANGANA  
FOREST DEVELOPMENT CORPORATION  
LIMITED**

**TENDER DOCUMENT**

***FOR SEALED TENDERS***

**GRANT OF CONTRACTS FOR OPERATION AND MAINTENANCE  
OF CAFETERIA IN SKVBR BOTANICAL GARDEN, KOTHAGUDA RF,  
HYDERABAD FOR A PERIOD OF THREE (3) YEARS.**

**Executive Director /Asst. Director, Eco-Tourism,**  
Botanical Garden, Gate No.2, Masjid Banda Road, Kothaguda Post Office,  
Kondapur, Hyderabad, Ranga Reddy District – 500 084

*July – 2024*

---

## DISCLAIMER

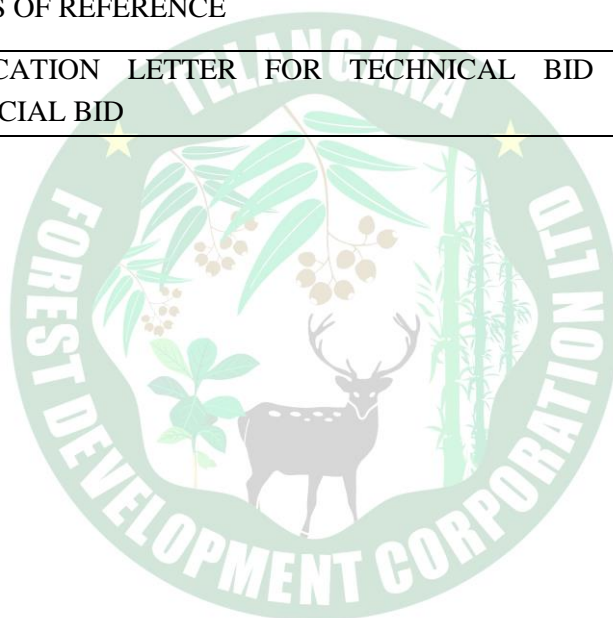
1. The information contained in this Tender document or subsequently provided to Bidders/Tenderer, whether verbally or in documentary or any other form by or on behalf of Telangana Forest Development Corporation Ltd., (herein after referred to as TGFDC) or any of its employees, is provided to Tenderers on the terms and conditions set out in this Tender and such other terms and conditions subject to which such information is provided.
2. This tender is not an agreement or an offer by the TGFDC to the prospective Bidders/Tenderers or any other person/ entity. The purpose of this tender is to provide interested parties with information that may be useful to them in the formulation & submission of their tenders pursuant to this tender document.
3. This tender includes statements, which reflect various assumptions and assessments arrived at by the TGFDC in relation to the Projects. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder/Tenderer may require.
4. This tender may not be appropriate for all persons, and it is not possible for the TGFDC and its employees to consider the objectives, technical expertise and particular needs of each party/ Bidder(s)/Tenderer(s) who reads or uses this tender. The assumptions, assessments, statements and information contained in this Tender Document, may not be complete, accurate, adequate or correct. Each Bidder/ Tenderer should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Tender Document and obtain independent advice from appropriate sources. Information provided in this Tender Document to the Bidder(s)/ Tenderer(s) may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be exhaustive with regard to the statutory requirements and should not be regarded as a complete or authoritative statement of law. The TGFDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. The TGFDC and its employees/ advisors make no representation or warranty and shall have no liability to any person including any Bidder(s)/ Tenderer(s) under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender Document or arising in any way in this Selection Process.
6. The TGFDC also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder(s)/ Tenderer(s) upon the statements contained in this Tender Document.
7. The TGFDC may in its absolute discretion, but without any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender Document.

- 
8. The issue of this Tender Document does not imply that the TGFDC is bound to select a Bidders/ Tenderers or to appoint the Selected Bidders/ Tenderers, as the case may be, for undertaking the Projects and the TGFDC reserves the right to reject all or any of the Tenders without assigning any reasons whatsoever.

**Note: For all purposes the wording bidder(s) and tenderer(s) mean one and the same.**

**TABLE OF CONTENTS**

<b>Section</b>	<b>Description</b>	<b>Page. No.</b>
I	INVITATION FOR PROPOSAL	4
II	DATA SHEET	5
III	GENERAL TERMS AND CONDITIONS	8
IV	TERMS OF REFERENCE	12
V	APPLICATION LETTER FOR TECHNICAL BID & FINANCIAL BID	19&21



---

## TELANGANA FOREST DEVELOPMENT CORPORATION LTD.

Executive Director /Asst. Director, Eco-Tourism

### TENDER DOCUMENT

**Tender Notification No: TGFDC/ET/Cafeteria/2024-25/20, Dated: 14.06.2024**

#### 1. INVITATION FOR PROPOSAL

Telangana Forest Development Corporation Ltd., (TGFDC) intends to select bidders from amongst the eligible bidders (herein the “**Bidder(s)/Tenderer(s)**”) for granting to such selected Bidders rights and more particularly the Contract agreements for undertaking / running Cafeteria in SKVBR Botanical Garden, Kothaguda RF, Hyderabad Telangana, India hereto (herein after referred to as the “Project /s)”) for a period of Three (3) years from the date of the Contract agreements.

1.1 Pursuant to the aforesaid, sealed tenders are invited in prescribed form for **the Projects** from the eligible Bidders/Tenderers.

1.2 The details of Tender conditions and terms along with application form can be obtained and submitted by the interested Bidders/Tenderes duly following time Schedule and address mentioned below.

**Executive Director / Asst. Director, Eco-Tourism**

Botanical Garden, Gate No.2, Masjid Banda Road, Kothaguda Post Office,  
Kondapur, Hyderabad, Ranga Reddy District – 500 084

<i>Sale of Application Form (On working days only)</i>	:	<i>From 01.07.2024 to 07.07.2024 (10:30 AM to 5:00 PM) on 08.07.2024 (10:30 AM to 12:30 PM)</i>
<i>Last date for Submission of Bids/Tenders</i>	:	<i>08<sup>th</sup>, July, 2024 02:00 PM</i>
<i>Date of Opening and Evaluation of Technical Bids/Tenders Followed by Financial Bids/Tenders of Technically qualified Bidders/Tenderers</i>	:	<i>08<sup>th</sup>, July, 2024 03:00 PM</i>
<i>Tender document cost</i>	:	<i>Rs.118/- (Including 18% GST)</i>

1.3 Bids/Tenders must be submitted not later than the last date and time specified above duly following the conditions of Tender Document.

1.4 The Bidders/Tenderers must submit the following documents as prescribed below duly signed by the Bidders/Tenderers in the sealed covers, either in person or through his agent. If the tenderer wishes to send the tender by post it shall be sent by Registered Post with Acknowledgement Due, addressed to the Vice Chairman & Managing Director only. In case of submission of tender by post, the risk and responsibility for either loss or delays in transit of the same shall be borne by the tenderer/ bidder. The Tender opening authority will not consider any tender which is received after the expiry of the date and time fixed for receipt of tenders.

<b>1</b>	<p><b>Compliance to Minimum Eligibility Criteria Technical</b></p> <p>Bidder(s)/Tenderer(s) shall submit and kept the following requirements towards their Technical tenders in cover 'A' supplied by the TGFDC, super scribed as <b>"TECHNICAL BID"</b></p> <p>(a) Application letter (Format provided in this tender)</p> <p>(b) EMD as detailed in the <i>Data Sheet</i> under clause 4.</p> <p>(c) Copy of Registration Certificate of the Firm or Partnership deed and Copy of Pan Card for Proprietorship Firms</p> <p>(d) Copy of latest IT returns for the financial year preceding Tender Due date.</p> <p>(e) CGST registration copy issued by competent authority should be submitted by the bidder(s)/tenderer(s) as per the existing provisions, which is mandatory.</p> <p>(f) Evidence / Proof for running the business of Cafeteria / Canteen / Restaurant / Food court / Hotel preparing and serving the food items for last (3) years.</p>
----------	--

- 1.4** Terms and Conditions of the Tender are detailed at the end of the tender document and shall be part of the Contract Agreements.
- 1.5** Any Bidder(s)/Tenderer(s) or applicant (including outsourcing agencies) who has been barred by the Central / State Government, or any entity controlled by them from participating in any and the bar subsists as on the date of tender, would not be eligible to submit its tender.
- 1.6** Any Outsourcing agencies who have been barred by the Central / State Government, or any entity controlled by them from participating in any and the bar subsists as on the date of tender, would not be eligible to be engaged by the bidders/tenderers.
- 1.7** In addition to above, any bidder(s)/tenderer(s) who is/are found to be a **DEFAULTER**<sup>1</sup> by TGFDC would not be eligible to submit its tender. Even, if the entity submits the bid, it will be summarily rejected during technical evaluation of the tenders.
- 1.8** More tender details are provided in the DATA SHEET and subsequent sections below.
- 1.9** Interested bidder(s)/tenderer(s) are encouraged to visit the Projects Site at their own cost & completely satisfy themselves before submitting its bid. Any further information/clarifications can be obtained from the O/o the Executive Director /Asst. Director, Eco-Tourism, TGFDC Ltd.

## 2. DATA SHEET

S.No	KEY INFORMATION	DETAILS
<b>TENDER DOCUMENT DETAILS</b>		
<b>1.</b>	<b>Projects</b>	Grant of Contracts for Operation and Maintenance of Cafeteria in SKVBR Botanical Garden, Kothaguda RF, Hyderabad, Telangana, India hereto (herein after referred to as the "Project /(s)") for a period of Three (3) years.
<b>2.</b>	<b>Authority</b>	<b>Telangana Forest Development Corporation Ltd., (TGFDC)</b>

<sup>1</sup>**Defaulter means any TGFDC's Contractor holder who has any pending dues to TGFDC as on Bid due date**

*Grant of Contracts for Operation and Maintenance of Cafeteria in SKVBR Botanical Garden, Kothaguda RF, Hyderabad for Three (3) years – Tender Document.*



S.No	KEY INFORMATION	DETAILS				
	Projects and Areas	<p><b>Item wise Project Area as mentioned below:</b></p> <table border="1"> <thead> <tr> <th data-bbox="491 315 975 360">AREA &amp; LOCATION</th> <th data-bbox="975 315 1485 360">DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td data-bbox="491 360 975 533"> <b>1).Cafeteria:</b>  In Cafeteria three circular covered dinning structures each with 16 persons capacity with infrastructure or pantry. </td> <td data-bbox="975 360 1485 533"> An area of approximately 8232 Sq. ft (Cafeteria) in Botanical Garden. </td> </tr> </tbody> </table>	AREA & LOCATION	DESCRIPTION	<b>1).Cafeteria:</b> In Cafeteria three circular covered dinning structures each with 16 persons capacity with infrastructure or pantry.	An area of approximately 8232 Sq. ft (Cafeteria) in Botanical Garden.
AREA & LOCATION	DESCRIPTION					
<b>1).Cafeteria:</b> In Cafeteria three circular covered dinning structures each with 16 persons capacity with infrastructure or pantry.	An area of approximately 8232 Sq. ft (Cafeteria) in Botanical Garden.					
3.	Minimum Development cum performance Obligations of Contractor	<p>Contractors shall operate the respective zone allotted within the “Permissible Activities” along with other support facilities defined below at its own cost</p> <p><b>1. Permissible Activities timings:</b></p> <p>(a) <b>Timings:</b> 5:30 AM to 7:30 PM</p> <p>(b) <b>Sale of Hygienic Food (Veg &amp; Non-Veg)</b></p> <p><b>Cafeteria</b>  <b>Botanical Garden:</b> Sale of Food (Veg &amp; Non-veg), Hot Beverages, Vending Services, Soft Drinks, Pop Corn, Fruit Juices, Dairy Products, Ice Creams, Bakery products, Sandwich, Burgers, Coconut Water, Packaged Drinking Water, Fruits, Idly, Wada, Dosa, Upma and Snacks.</p> <p>2. <b>Other support facilities</b> - Temporary/ Non fixed Seating capacity for the required numbers in Cafeteria, Convention Center. Required Signage’s, Installation of dust bins with safe disposal of Solid / Liquid wastes (<i>including segregation of the waste</i>) as per <b>local authority</b> regulations, etc.</p> <p>3. Other materials / equipments such as Hygienic Food Storage Containers, Refrigerators, Micro Oven, etc. may be placed for relevant usage by the respective Contractor.</p> <p>4. <b><u>The respective project Contractors have to make own arrangements for the required quantities of the water for different purposes like drinking &amp; usage water in the respective project/zone area.</u></b></p> <p><i>All expenditure pertaining to the operation and maintenance of Cafeteria in SKVBR Botanical Garden, Kothaguda RF, Hyderabad associated business including Power charges, Water charges, Service tax &amp; other applicable taxes shall be payable by the respective Contractors only.</i></p> <p>5. In event of any violation the respective Contractors shall be responsible for all consequences.</p>				
4.	Earnest Money Deposit (EMD)	All the participating tenderers shall pay mandatorily the EMD of amount as mentioned in the Annexure – 1 basing on the particular facility through Demand Draft in favour of VC&MD, TSFDC.				
5.	Minimum Price / Upset Price (To be quoted)	Minimum Price / Upset price (To be quoted) for first year fixed by TGFDC as specified in the Annexure-I excluding applicable taxes per annum with 10% escalation every year for the period of Three years. However, the Bidders/Tenderers shall quote its Financial Bid/Price Value payable to TGFDC over and above the Minimum Price.				

S.No	KEY INFORMATION	DETAILS
<b>TENDER CONDITIONS AND EVALUATION</b>		
6.	<b>Tender Validity</b>	90 days from the Tender Due Date (TDD)
7.	<b>Eligibility Criteria</b>	<p>(a) Individuals / Proprietorship Firms / Registered Partnership Firms/ Private Limited Companies / Limited Liabilities Partnership (LLP)</p> <p>(b) <b>Technical capacity:</b> Bidder(s)/Tenderer(s) shall fulfil the below Technical requirement.</p> <p>(c) <b>Financial Capacity:</b> Bidders/Tenderers shall fulfil the Turn over financial requirements as per annexure – I.</p> <p><b>i)Turnover:</b> <i>“The Bidders should submit an average annual turnover as per Income Tax / Audited financial year preceding the Bid/Tender Due Date. Bidder/Tenderer shall submit the copies of Income Tax / Balance Sheets for the last <b>three years</b>”</i></p> <p>(d) Registered proprietary or partnership firms.</p> <p>(e) Submitting the IT returns regularly.</p> <p>(f) Having the registration GST.</p> <p>(g) Minimum (3) years experience of running the business of Cafeteria / Canteen / Restaurant / Food court / Hotel preparing and serving the food items.</p>
8.	<b>Tender Evaluation</b>	<p>(a) <b>Technical Evaluation:</b> Bidder(s)/Tenderer(s) whose bids/tenders are responsive (Detailed in the Clause 3.2.5, 3.2.6 and 3.2.7) and also meets the Eligibility Criteria shall only be undertaken for further evaluation.</p> <p>(b) <b>Financial Evaluation:</b> Price bids of technically qualified firms will only be opened and evaluated.</p> <p><b>Note: The above Evaluation shall be strictly based on the documents submitted only.</b></p>
9.	<b>Criteria for selection of Bidders</b>	The sole criterion for selection of the respective ( <i>among technically qualified bidder/s</i> ) Bidders are the <b><u>Highest Bid Price/Contract Fee payable to TGFDC</u></b> , quoted in Rupees for 1 <sup>st</sup> year only in Contract period of 3 years.
10.	<b>Pre condition for Signing Contract Agreements</b> ( <i>Only Preferred Bidder of respective project after receipt of Letter of Acceptance</i> )	<p>Preferred Bidders shall fulfill all the following conditions for signing the Contract Agreements within stipulated time indicated the <b>clause 3.4:</b></p> <p>a) <b>Security Deposit:</b> 25% of one year Bid Price/Contract Fee (Quoted Price) in the form of DD duly adjusting EMD amount paid.</p> <p>b) In addition to the above Security deposit, the successful Bidder/s shall pay One month advance of Bid Price/Contract Fee.</p> <p><i>All the above payments shall be in the form of DD drawn from any Nationalized Bank in favor of VC&amp;MD, TSFDC and are pre conditions for signing Contract Agreement.</i></p>

S.No	KEY INFORMATION	DETAILS
<b>DOCUMENTS IN TENDER SUBMISSION</b>		
11.	<b>Submission of Bids</b>	Bidders/Tenderers must submit their sealed bids/tenders not later than the due time and date specified (in the clause 1.2 & 1.3) and in the manner specified in this Tender Document.
12.	<b>Technical Bids</b>	<p>Bidders/Tenderers shall submit the following requirements towards their Technical Bids/Tenders in <b>Cover-A</b>.</p> <p>(a) Application letter for Technical Bids (<b>Part-1</b>) as provided in the tender document</p> <p>(b) Copies of the experience certificates issued by the Public / Private Sector organizations clearly <u>specifying the duration of the completed experience</u> shall be submitted towards meeting the Eligibility Criteria as defined in S. No. 7 of the Data sheet</p> <p>(c) Copies of experience certificates in respect of outsourcing agencies issued by the Public / Private Sector organizations and Reputed organizations clearly <u>specifying the duration of the completed experience</u> shall be submitted towards meeting the Eligibility Criteria as defined in S. No. 7 of the Data sheet.</p> <p>(d) Copies of Audited Balance sheets / Income Tax file reports for the last three financial years preceding bid due date</p> <p>(e) EMD as detailed in the <i>Data Sheet</i> under clause 4.</p> <p>(f) Copy of Registration Certificate of the Firm or Partnership deed or Copy of Pan Card for Proprietorship Firms</p> <p>(g) Copy of latest IT Returns for the financial year preceding Bid Due Date.</p> <p>(h) Copy of CGST registration copy issued by competent authority</p>
13.	<b>Financial Bid</b>	<p>Application letter for Financial bids (<b>Part -II</b>) as provided in the tender document</p> <p>Bidders/Tenderers shall be required to submit their Financial Bid / Tender Price Quote per annum facility wise separately excluding applicable taxes (<i>i.e. First year annual Contract fee</i>) in the Second cover (<b>Cover -B</b>), supplied by the TGFDC super scribed as "<b>Financial- Bid</b>".</p>
14.	<b>Payment of Contract Fee</b>	Contractors shall pay its Contract Fee quoted in its financial bid/Tender Price " <b>plus applicable taxes such as GST etc.,</b> " to TGFDC on monthly basis before 10 <sup>th</sup> of every month as per the award.

### 3. GENERAL TERMS AND CONDITIONS OF TENDER

#### 3.1 Submission of Documents towards Technical Bid/Tender and Financial Bid/Tender:

- a. Documents as listed in the Sl. No.12 of Data sheet shall be submitted towards technical part of the tender in "**Cover-A**".
- b. Financial bid/Tender price quoted per annum shall be submitted in "**Cover-B**" as listed in Sl.No. 13 of Data Sheet.
- c. Both the sealed covers 'A' and 'B' shall be put in the "**Cover- C**" and sealed properly.



---

### 3.2 Opening and Evaluation of Bids/Tenders

1. Documents that are submitted on or before the Tender Due Date and time duly fulfilling the tender requirements in accordance with this Tender Document shall only be considered for Bid/Tendere valuation. *The Evaluation shall be strictly based on the documents submitted by the bidders/tenderers of respective project area along with tender form only.*
2. Incomplete tenders & unsigned tender forms or non-submission of the same will be summarily rejected. Bidders/Tenders submitted with any pre-condition or additional conditions other than the conditions prescribed and supplied by the TGFDC will also be summarily rejected.
3. Tenders will be opened by the TGFDC or its nominee on the dates mentioned, unless extended by the ED/AD, ET, TGFDC.
4. Each tender/bid proposal on notified Items will be given a number in the ascending order and will be recorded against total number of tenders. For instance, if the total number of tenders/proposal received is five, the first tender/proposal will be recorded as 1/5, the second as 2/5 and so on Item wise.
5. Prior to Technical evaluation of Bids/Tenders, the TGFDC will determine whether the Bid/Tender is accompanied by the required EMD.
6. Bids/Tenders shall be considered responsive only if:
  - a) It is received by the Bid/Tender Due Date including any extension thereof.
  - b) Contains no false or misleading information or statement or undertaking
7. Other documents submitted towards technical tender will be opened and checked for all the mandatory documents duly signed as per the list provided above. TGFDC shall take a decision at its sole discretion with regard to tenders without any of the said documents submitted in any other format other than the prescribed.
8. **Telangana Forest Development Corporation Ltd., reserves the right to seek further information / Clarifications from any of the bidder on the submitted documents only and the same shall be sought through a written communication/ email.**
9. TGFDC reserves the right to select a tenderer of respective project area who has technically qualified, based on experience certificates and rating awarded by independent agencies.

### 3.3 Evaluation of Price/ Financial Bids/Tenders:

- i. TGFDC will evaluate and compare the Price/Financial Tenders of all the technically qualified Tenderers of respective project area only. Negotiations at any level are strictly prohibited.
- ii. Evaluation of financial bids/tenders shall be in accordance with the point nos. 6,7,8 and 9 of Data Sheet.
- iii. In the event that three or more Bidders/Tenderers are computed/determined to have the same annual amount/price quotes in the same project area (the “Tie Bidders/Tenderers”), the TGFDC shall identify the highest tenderer by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Tenderers who choose to attend.

### 3.4 Award of Contract:

- i. The sole criterion for selection of the preferred Bidders/Tenderers shall be in accordance with the Sl.No. 9 of Data Sheet
- ii. On acceptance of the Bid / tender, TGFDC will communicate in written by issuing a Letter of Acceptance (LoA) to such preferred Bidders/Tenderers (*Tenderers who is technically qualified*)

---

*and offering highest Contract Price*). Within Seven (07) days of such communication, the Bidders/Tenderers shall fulfill the conditions/ payments defined in Sl. No. 10 of Data Sheet. Non-fulfillment of the above said payments within the stipulated time shall be deemed that the Bidders/Tenderers has withdrawn its offer and the EMD already paid stands forfeited without any notice whatsoever. **Fulfillment of above payments is a precondition for signing the Contract/Tender agreement.**

- iii. In the event that the Highest Bidders/Tenderers withdraws or is not selected for any reason in the first instance (the “first round of bidding/tendering”), the EMD paid by the Highest Bidders/Tenderers shall be forfeited by the TGFDC and may invite all the remaining technical qualified Bidders to revalidate or extend their respective EMD or annul the Bidding/Tendering Process, as the case may be. In the event the TGFDC invites all the above said tenderers to extend their EMD, the Bidders/Tenderers will be asked to match the Financial Bid/Price of the aforesaid Highest Bidders/Tenderers (the “second round of bidding/tendering”). In the second round of bidding/tendering, if only one Bidder/Tenderer accepts the Highest Bidder’s/Tenderer’s quoted amount, it shall be selected as the Preferred / Highest Tenderer. If three or more Bidders/Tenderers match the said Highest Bidders/Tenderers in the second round of bidding/tendering, then the Tenderer whose Financial Price was higher as compared to other Bidder(s)/Tenderer(s) in the first round of tendering shall be the Preferred Tenderer. For example, if the third and fifth highest Bidders/Tenderers in the first round of bidding/tendering offer to match the said Highest Bidder/Tenderer in the second round of bidding/tendering, the said third highest Bidders/Tenderers shall be the selected as the Preferred / Highest Bidders/Tenderers.
- iv. In the event that no Tenderers offers to match the Highest Tenderer in the second round of tendering as specified, the TGFDC may, in its discretion, invite fresh Financial Price (the “third round of tendering”) from all Tenderers except the Highest Tenderer of the first round of tendering, or annul the Tendering/Tendering Process, as the case may be. In case the Tenderers are invited in the third round of tendering to revalidate or extend their EMD, as necessary, and offer fresh Tenders, they shall be eligible for submission of fresh Financial Prices provided, however, that in such third round of tendering only such Tenders shall be eligible for consideration which are higher than the Financial Price of the second highest Tenderer in the first round of tendering”

### **3.5 Tender Validity:**

- (a) Tender received will be valid for a period of Ninety days (90) from the Tender Due Date.
- (b) In exceptional circumstances, prior to expiry of the original time limit (Bid Validity Period), TGFDC may request the Bidders/Tenderers to extend the period of validity for a specified additional period. TGFDC’s request and the bidders/tenderer’s responses shall be made in writing. However Bidder(s)/Tenderer(s) may refuse for any such extension without forfeiting its EMD and their EMD shall be returned.
- (c) During the above-mentioned period, no plea by the Bidders/Tenderers for any sort of modification of the tender based upon or arising of any alleged misunderstanding or mistake or any other reason will be entertained.
- (d) When the tender is under consideration, the EMD paid by the bidders/tenderers shall be forfeited in the event of a bidder either modifying OR withdrawing its tender, within the said validity period.

### **3.6 TGFDC RESERVES RIGHT TO ACCEPT, REJECT OR CANCEL BIDS/TENDERS**

- a) Notwithstanding anything contained in this Bid/Tender, the TGFDC reserves the right to reject any Bid/Tender and to annul the Bidding/Tendering Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons there for. In the event that the TGFDC rejects or annuls all the

---

Bids/Tenders, it may, in its discretion, invite all eligible Bidders/Tenderers to submit fresh Bids hereunder.

- b) TGFDC shall have the right to accept, reject or cancel any tender without assigning any reason and no grievance thereof will be entertained.

**3.7 It shall be deemed that by submitting the Bid/Tender, the Bidders/Tenderers have:**

- i. Made visit to the Project site and has ascertained the site conditions, locations, climate, availability of infrastructure and other applicable laws and regulations of the state.
- ii. Made a complete and careful examination of the Tender Documents & Received all relevant information requested from TGFDC.
- iii. Accepted the risk of inadequacy, error or mistake in the information provided in the Tender Document or furnished by or on behalf of TGFDC relating to any of the matters referred to in this Tender Document; and
- iv. Satisfied itself about all matters, things, Tender Document, Project area and information, including matters referred to herein necessary and required for submitting an informed Bid, execution of the Project in accordance with the bidding documents and performance of all of its obligations there under.
- v. Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Tender Documents or ignorance of any of the matters referred to hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the TGFDC, or a ground for termination of the Contract Agreement by the Contractor.
- vi. Agreed to be bound by the undertakings, provided by it under and in terms hereof;
- vii. Agreed that TGFDC and its employees, consultants and its representatives, etc. are not responsible in any respect for any discrepancy with regard to the Projects and the Tender Document
- viii. The TGFDC does not guarantee the completion of all the works as mentioned in the projects area at the time of awarding of contractor.

**3.8** The intending bidders can outsource for operation and maintenance in case the bidders are successful in more than one item of Operation and Maintenance of Cafeteria in SKVBR Botanical Garden, Kothaguda RF, Hyderabad through persons having experience in this field subject to taking prior approval of TGFDC. Necessary experience certificate for each of these items for the outsourcing agency shall be submitted at the time of seeking approval of TGFDC. However out sourcing does not amount to assigning the contract.

**3.9** The successful bidder/tenderer of respective project should use the labour force available with the TGFDC as a first charge and should bear all responsibilities as per law in respect of payment of wages.

**3.10** The successful bidder/tenderer of respective project shall be responsible for the lapses committed by the outsourcing agencies.

**3.11** The successful bidders/tenderers of respective project shall quote separate amount as revenue and expenditure for each of the items for which outsourcing agencies are engaged.

**3.12** During the execution of allotted works, if the quality of the work is found to be poor, the Contractor has to rectify the same to the satisfaction of TGFDC within 3 days of receipt of notice

---

form TGFDC. If the Contractor fails to do so the TGFDC is at liberty to terminate the engagement of the outsourcing agency and impose a penalty upto Rs.10,000/- for each such event. The TGFDC will have the sole discretion to decide if the experience certificate submitted in respect of the outsourcing agency is sufficient or not without assigning any reason.

**3.13** The Gate collection of Garden, Garden security, maintenance of Projects administration office (TGFDC), Interpretation Center and Garden (Maintenance of Lawns, plants including flowering plants other than the areas mentioned in the above specified Items) shall be exclusively under the control of TGFDC. The overall security of the Botanical Garden lies with TGFDC. Though over all security lies with TGFDC the contractor will have responsibility for theft or damages of the assets of TGFDC for which the contractor is the custodian.

**3.14** On selection and finalization of the successful bidders of respective project and at the time of entering into agreement with the authority the successful bidders/tenderers shall submit the documents of agreement made with the outsourcing agencies along with the required certificates as detailed at 3.10 if any made for operation & maintenance of the Fitness zone and other technically related works.

#### **4. TERMS OF REFERENCE (TOR)**

**4.1** 1) Cafeteria in SKVBR Botanical Garden, Kothaguda RF, Hyderabad.

- (a) The respective project areas shall be given to the selected bidders/tenderers on “**as is where is basis**” for undertaking the Project Operations.
- (b) The maximum project area which shall be allotted to the selected Contractors is restricted to the respective area specified in the particular category only as defined in the Data sheet.
- (c) Contractors pertaining to Cafeteria shall be permitted to use only L.P Gas/Electricity for preparation of food items and beverages wherever preparation of food items are permitted. All other types of fuel are prohibited from being used in the areas and the contractor shall use equipment and raw material of good standard and employ trained personal possessing necessary certificates issued by competent authority to run modern kitchen.
- (d) Contractors shall have to erect the necessary sign boards, retro reflective signage giving the contract details and tariff and other required details in front of their respective zones.
- (e) Contractors may sell only the permissible products listed under the Obligations of Contractors of Data Sheet or any other similar product as may be approved by TGFDC for a price **not more than Maximum Retail Price (MRP)**. Items/ products other than the above are prohibited from sale at projects locations.
- (f) In order to maintain the Food Station area and surroundings neat and tidy, the Contractor shall place adequate dustbins at desired locations for disposing the used plates, glasses, spoons, sticks, papers, wrappers, etc. Contractor should dispose the garbage, wasted food including bags etc., without choking the drainage outlet. Use of plastic /polythene bags are prohibited and it is advised to use cloth / paper bags. The Contractor shall ensure to protect the environment and beauty of the location.
- (g) Contractors shall not carry on any other activity other than permitted under this Contract and if it comes to the notice of TGFDC of any such unauthorized activity / business, TGFDC shall cancel/withdraw Contract of respective area at once without any advance notice.
- (h) TGFDC reserves its right to withdraw the Contract at any time during Contract period without assigning any reason, in that case TGFDC will return the security deposit and the advance if any available with TGFDC for the non operating period thereof.
- (i) Contractors shall install and maintain at their expenses the appropriate Fire Fighting Equipments that shall be specified TGFDC and Fire Services Department in the respective



---

Cafeteria during agreement period and will be responsible for taking all safety measures to secure public life and property.

- (j) TGFDC reserves the right to provide Drinking water at free of cost to the visitors.
- (k) The Contractor shall give undertaking to abide by the laws framed by the TGFDC / Government from time to time.

4.2 Contractor should keep up high standard and good quality of food items, without any complaint from the general public. On receipt of any complaint, the Contract will be liable for cancellation.

4.3 **All expenditure with respect to the contract and its associated business including Water used for various purposes, Power charges (basing on the affixed submeter reading), taxes, etc. shall be payable by the Contractor only.**

4.4 Bidders/Tenderers who submitted their tender are deemed to be fully satisfied about the Contract Zones, Contract Area & Tender Document and TGFDC and its employees, consultants and its representatives etc., are not responsible in any respect for any discrepancy with regard to the Projects and the Tender Document.

4.5 TGFDC shall not be responsible for any costs or expenses incurred by the bidders/tenderers in connection with the preparation and delivery of tenders, including costs and expenses related to visit/s to the site. TGFDC reserves the rights to cancel, terminate, change or modify this Tender Process and /or requirements of tender conditions stated in this document, without assigning any reason or providing any notice and without any liability for the same.

4.6 Contract/Tender agreement shall be executed between the selected bidders/tenderers and TGFDC. The projects operations shall be allowed only after execution of Contract agreement, failing which it will be construed that the Contractor is not willing / accepting the terms and conditions spelt out in this tender.

4.7 EMD will be refunded on application to the unsuccessful Bidders/Tenderers on the expiry of the period of validity of tender OR the entrustment of the work to the successful Bidder/Tenderers (herein referred to as Contractor) whichever is earlier.

4.8 **EMD, Security Deposits and advances paid shall not carry any interest.**

4.9 **Contractors shall not have right to Sub let OR transfer of Contracts in whatever manner and any such attempt shall entail TGFDC for cancellation of Contracts and the Contractors shall be evicted from the respective project premises with immediate effect. However the contractors are permitted to utilize franchise for branded products on thier name subject to the fulfillment of other conditions.**

4.10 TGFDC reserves the right to grant similar Contracts for any other agency in and around the projects location for similar purpose. In this matter, the decision of Vice Chairman & Managing Director, TGFDC shall be final and binding and existing Contractor shall not have any right to raise any objection.

4.11 **Contractor shall not construct any permanent structures except temporary structures** as prescribed duly getting designs approval from the Authority and which shall be removed at its own cost after completion of the Contract period.

4.12 Contractors shall be responsible for security & safety in the respective project area taken by them at their own cost. The contractors shall be responsible for violation of any laws, terms and conditions of the agreement.

4.13 Contractor shall not have any claim for exemption in Contract fee if a Holiday is declared by Govt./TGFDC for whatsoever reason.



---

#### 4.14 Contract Period and Contract Fee

- (a) Contract period shall be for a period of Three years from the date of Contract agreement.
- (b) **Minimum price** fixed by the TGFDC does not include any taxes. However, the Contractors shall pay the contract fee (quoted fee in its financial bid) of respective project area plus applicable taxes (such as GST, etc.,)
- (c) First year Contract fee shall be the price quoted by the bidders/tenderers in its financial bid. There shall be an increment of 10% in the Contract fee every year over the previous year i.e., 2<sup>nd</sup> year Contract fee is 10% over and above the Contract Fee of 1<sup>st</sup> year (Bidder's/Tenderer's Quoted fee) and 3<sup>rd</sup> year Contract Fee is 10% over and above that of the 2<sup>nd</sup> year.
- (d) 1<sup>st</sup> year Contract fee shall be the price quoted by the bidders/tenderers of respective project area in its financial bid.
- (e) **Withdrawal:** In case, if the Contractors withdraw their Contracts during its Contract period, then the Contractors shall follow and accept the procedures and conditions outlined below;
- i. The Contractors shall withdraw only after completing minimum one year period during its Three years Contract period.
  - ii. The Contractors shall provide a notice ("Withdrawal Notice") in writing to TGFDC regarding its withdrawal from the respective project and its operations.
  - iii. The Withdrawal Notice shall be for a minimum period of one month ("Withdrawal Period") from the notice date.
  - iv. TGFDC may accept the withdrawal notice (*provided by the Contractor*) subject to the below condition  
**Contractor should submit the Contract fee for the withdrawal notice period, clear all the payment dues (if any) and obtain No due Certificate from TGFDC.**
  - v. During the said Withdrawal Period, the Contractors shall continue to perform such of their respective obligations under this Contract Agreement which are capable of being performed with the object, as far as possible, of ensuring continued availability of the Projects/facilities to the users/visitors/tourists, failing which the Contractor in breach shall compensate the TGFDC for any loss or damage occasioned or suffered on account of the underlying failure/breach.
  - vi. On acceptance of withdrawal notice by TGFDC, the security deposits which is already paid by the Contractors stands forfeited without any notice whatsoever. TGFDC has complete rights in this regards and the Contractors have no right to reclaim any deposits whatsoever the reason is.
  - vii. By the end of the Withdrawal period, the Contractors shall stop the activity granted under the Contract and leave the premises duly handing over the premises to TGFDC in original condition on "***as is where is basis***". TGFDC shall treat the Contractors as trespassers or encroachers liable for criminal action under law, in case if the Contractors do not vacate the premises on the date as approved and intimated by the TGFDC for withdrawal.
  - viii. The Contractors have to obtain no due certificate of respective project area from the TGFDC authorities by the end of withdrawal period as per the terms & conditions. If the Contractor does not furnish the No Due Certificate issued by the TGFDC, then TGFDC shall blacklist the said Contract holder for a period of five years from participating in further tenders under TGFDC.

- 
- ix. By end of the agreement period, in case of request made by the contractor for further extension of period behind (3) years, the VC&MD, TGFDC Ltd., Hyderabad may consider depending on the circumstances and satisfaction of performance of the contractor by modifying the terms & conditions.

**4.15** In case of cancellation of Contract by TGFDC or on expiry of the Contract period, the Contractors shall with immediate effect, stop the activity granted under the Contract and leave the premises duly handing over the premises to TGFDC (*duly clearly / paying the payments*) in original condition on “**as is where is basis**”, failing which it shall be deemed that the Contractors have vacated the premises and possession reverted to the Contractors, and TGFDC shall evict Contractors and treat the Contractors as tress-passers or encroachers liable for criminal action under law.

#### **4.16 Contract Fee Payment to TGFDC**

- a) Monthly Contract fee payable to TGFDC by the respective Contractors shall be an amount of 1/12 of the Quoted fee for the relevant year in its financial bid/Tender for the Three years along with 10% escalation every year plus applicable taxes.
- b) Contractors shall remit the Contract Fee on a monthly basis on or before 10<sup>th</sup> of every month. However, delayed payments for any reason beyond 10<sup>th</sup> of a month may be accepted, subject to levy of penal interest at 18% for whole month.

#### **4.17 Indemnification**

1. TGFDC shall not be responsible or liable for any loss to the Contractors due to termination or non-renewal of the Contracts either by TGFDC or the Contractor as per Contract terms and conditions or vacation of premises by the Contractors for whatever reason which may or may not be in the normal business of this Contract.
2. The Contractor shall indemnify TGFDC from all losses, thefts, damages claimed for any injury or what so ever sustained by any third party or TGFDC due to the act of omission or commission by the Contractors or the outsourcing agencies who are engaged by the Contractors or their agents or found vicariously liable to compensate by any TGFDC or court of law. The amount as falling due on such claims or as per agreement clause may be lawfully recoverable from the Contractor.
3. The Contractors shall indemnify the TGFDC for any claim by 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., and all other relevant applicable Acts and Rules.
4. The TGFDC shall not be responsible or liable to pay any compensation or refund any portion of the Contract Fee and charges to the Contractors for reasons whatsoever. The Contractor shall not interfere; damage the installations / infrastructure of the TGFDC.

#### **4.18 Personnel**

- (a) Contractors should provide Uniform approved by TGFDC and laminated photo identity cards to the employees employed by the Contractor for manning the projects and its operations.
- (b) Contractors, their employees, agents and servants shall observe, perform and comply with all rules and regulations made by the authority, TGFDC or any other department of Government and / or local body of administration, in force from time to time and applicable to under this agreement and to the area in which the said premises / lands are located.

---

#### 4.19 HOUSEKEEPING IN THE CONTRACTORS AREA:

- a. Sweeping of lawns pertaining to the respective Contractor areas in the Botanical Garden shall have to be taken up by the Contractors daily between 7 AM and 9 AM.
- b. Removal of paper, dried leaves plastics and any other litter continuously.
- c. The garbage arising from the sweeping / cleaning of lawns, water bodies etc. has to be shifted to nearest GHMC garbage bin every day.
- d. Maintenance of the respective project Contractor areas in the Botanical Garden in clean and hygienic condition and removing all trash and debris on daily basis shall be taken up to the satisfaction of the TGFDC. Adequate sanitary facilities shall be provided and the Contractor's areas in Botanical Garden shall be maintained in a clean, tidy, safe and healthy condition. If the Contractors fail to comply to the above the TGFDC will have the authority to get the same cleaned by an external agency and debit the same to the Contractors account.
- e. Any sort of stagnation water in any part of the Contractor areas in Botanical Garden shall not be allowed.
- f. While execution of work the Contractor or his workers shall not cause any hindrance to the visitors.

#### 4.20 **Other General Conditions:**

- a) The respective project area Contractor shall be responsible to cover his / her employees under all relevant laws. No chemical substances of combustive or explosive nature can be stored in the Canteen premises and **Alcoholic Beverages** are not allowed (only permissible non-alcoholic cold drinks to be sold). If any deviation is found the Contract will be cancelled without any notice besides initiating suitable action as per law.
- b) The approved items and prices shall be exhibited permanently after approval of the Vice Chairman & Managing Director, TGFDC, Hyderabad. Otherwise the respective successful Contractors are liable for penalty.
- c) The respective project area Contractor should restrict all the sales only in one designated places only both in SKVBR Botanical Garden. However mobile food stations to a limited extent are permitted for sale of snacks, Ice creams etc.,
- d) If any unhygienic condition or food poisoning is noticed, misbehavior, impoliteness with the public as reported by the visitors, immediate action will be taken against the Contractors of respective zone as per rules in force and lease will be cancelled, besides forfeiting the security deposit and also impose penalty.
- e) The respective project area Contractor will be entirely responsible for guarding his property and the property of the TGFDC and Contract zones.
- f) The approved items and prices shall be exhibited prominently. The price for each article of food in the Food Station will be fixed in consultation with the Vice Chairman & Managing Director, TGFDC. Cigarettes / Tobacco /Alcohol/Pan/Gutka and similar items shall not be sold in the Contract zones.
- g) No Alcoholic liquor is permitted inside the all project areas (Any of the contract zones).
- h) The Vice Chairman & Managing Director, TGFDC, Hyderabad or his representative may inspect the Contract zones any time or any authorized person from among the TGFDC staff to ensure that the conditions stipulated herein are complied with.

- 
- i) The Contractor shall keep the Contract zone open during the timings i.e. 06:00 AM to 07.30 PM and on Sundays and all days. The project areas timings can be extended for by the authority which will become part and parcel of the agreement. Cottages cannot be let out after the specified hours
- j) The respective project area Contractor shall not sell any unauthorized items (other than the approved activity) the Vice Chairman & Managing Director, TGFDC is empowered to levy penalty upto Rs.10,000/- (Rupees Ten thousand only) and above as deemed fit for each time of such occurrence or cancellation of Contract duly forfeiting the security deposit partly or fully without any notice.
- k) The respective project area Contractor shall not have any advertisement rights over the place. They shall display only conservation messages in the food station merging with the surroundings.
- l) The rates of eatables proposed to sale in the Contract zone should be reasonable and fixed after discussing and approval of the VC&MD, TGFDC, Hyderabad.
- m) Proper display of the instructions regarding the utility of Food and Drinks in the premises are to be displayed by the respective Contractor only in the Contract zone.
- n) No product shall be sold beyond MRP. If found the agreement will be cancelled without assigning any reasons.
- o) The VC&MD, TGFDC, Hyderabad reserves the right to annul, add, modify any of the conditions above without any notice and they shall be binding on the Contractor.
- p) No Contractor shall be allowed at any time on any ground whatsoever to claim revision or modification in the rates quoted by him except with the written permission of the VC&MD, TGFDC, Hyderabad.
- q) As the projects area is a Reserve Forest Area, all rules made under Forest and allied Acts shall be applicable and for violation of any of the rules made under the Forest and allied Acts by the Contractor or any of his employee/ representative action as per the law will be taken up against the respective Contractor.
- r) The respective project area Contractor or any of his employee/ representative, or any outsourcing agency (or any of his employee/ representative) engaged by the Contractor shall abide by the labour laws and other related laws which are applicable for the work.
- s) The respective project area Contractor shall be responsible to obtain necessary license or permission from the competent authority to engage the labour and the Contractor is sole responsible for any claims arises by the labour in respect of the maintenance of the activity as per law.
- t) **Management Meetings:** The Officer-in-Charge may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the programme for remaining work and to deal with matters raised in accordance with the early warning procedure.
- u) The selected Contractor of respective project area shall give a concession of 25% to the employees of the TGFDC on all facilities in the Contract Areas (including food) once in a year.
- v) The respective project area Contractor shall give a concession of 50% to the Directors of the Board of the TGFDC including the Chairman, VC&MD, TGFDC along with their family



members (up to 10 members) on all facilities in the Contract Areas (including food) once in a month and also 50% concession will be applicable to the Present Board members along with their family members (up to 10 members) lifelong on all facilities in the Contract Areas (including food) once in a month.

- w) For any damages any of the items under maintenance by the respective Contractor, he has to replace the same with new one or pay the cost of the item including transportation, fixation etc., as decided by the TGFDC. The TGFDC will have authority to inspect any of the areas under maintenance of the Contractor without assigning any reason.
- x) The TGFDC reserves the right to take up additional developmental works inside the project area. The Contractors shall not object for the same and during the execution of the same.
- y) The respective Contractor shall have responsibility for damage or theft of infrastructure facility items which will be available at the time of handing over of the respective project area with infrastructure.
- z) The respective project area Contractor and TGFDC will jointly list out the items available at the time of handing over of the project area and the list shall be duly signed and acknowledged by each of them i.e., Contractor and I/c Officer of the TGFDC. If there is any item not listed out due to oversight, the same can be listed out at a later date.
- aa) In case of theft, damage, etc., the estimated cost (value) as per prevailing market rates of the such of the items will be liable to be reimbursed by the contractor to the TGFDC and in case of failure to do so the same is liable for recovery from the security deposit of the respective Contractor available with TGFDC.
- bb) The TGFDC reserves the right to take up additional developmental works inside the project areas. The Contractors shall not object for the same during the execution of the works. Further the TGFDC reserves the rights to let out such additional facilities created in the respective project area to the Contractors at the market rates to be determined by a Committee appointed by VC&MD and duly approved by the Board of TGFDC.
- cc) Photo shoots, Video shooting, Cinema shooting could be permissible in any of the open areas of the park by TGFDC and the Contractor shall have no objection for the same.
- dd) The Contractor operation timings of the park can be altered for increase by the VC&MD, TGFDC and once increased it cannot be altered for decrease except under the orders of the Government of India, Government of Telangana, Hon'ble Courts of law, TGFDC Board to do so.
- ee) The Contractor shall vacate after completion of the respective projects period leaving entire existing infrastructures and equipment and establishment to the TGFDC in smooth manner.

#### Annexure – 1

S. No.	Particulars	Upset price / Minimum Price Per month	Upset price / Minimum Price Per annum	EMD (10%)	Security Deposit (25%)	Turnover of the firm per Annum
1	Cafeteria	45,000/-	5,40,000/-	54,000/-	1,35,000/-	16,20,000/-



**PART -1**  
**APPLICATION LETTER FOR TECHNICAL BID**

To  
The Executive Director / Asst. Director, Eco-Tourism  
Telangana Forest Development Corporation Limited  
Botanical Garden, Gate No.2, Masjid Banda Road, Kothaguda Post Office,  
Kondapur, Hyderabad, Ranga Reddy District – 500 084

Sir,

**Sub: TGFDC – SKVBR Botanical Garden** - Grant of Contact for “Operation and Maintenance of “Cafeteria in SKVBR Botanical Garden, Kothaguda RF, Hyderabad”for THREE YEARS– Reg.

\*\*\*

In response to your Notice published in the Daily Newspaper and TGFDC web portal <https://fdc.telangana.gov.in/>. I /We submit my/our application as follows:

1. Name of the applicant's : \_\_\_\_\_  
(Individuals/ Proprietor/ Partnership/ Registered firm) (in BLOCK LETTERS).
2. Address of the applicant  
(a) Permanent \_\_\_\_\_  
(b) Temporary/correspondence address \_\_\_\_\_
- Tel No : Off \_\_\_\_\_ Resi: \_\_\_\_\_
3. Present business/occupation: \_\_\_\_\_
4. Details of the EMD paid : Amount Rs. \_\_\_\_\_, DD No. \_\_\_\_\_  
Date \_\_\_\_\_, Bank \_\_\_\_\_.
5. Further, I/We acknowledge that the TGFDC (Authority) will be relying on the information provided in the Tender and the documents accompanying the Proposal for selection of the Bidder, and we certify that all information provided in the Tender and in the Appendices are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
6. I / We shall make available to the TGFDC (Authority) any additional information it may deem necessary or require for supplementing or authenticating our Tender.
7. I / We acknowledge the right of the TGFDC(Authority) to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
8. I / We certify that in the last five years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial TGFDC or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any projects or contract by any public Authority and / or TGFDC nor have had any contract terminated by any public Authority and / or TGFDC for breach on our part.
9. I/We declare that:
  - a) We have examined and have no reservations to the Tender Document, including any Addendum issued by the TGFDC (Authority)
  - b) I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or tender document issued by or any agreement entered into with the

- 
- TGFDC(Authority) or any other public sector enterprise or any government, Central or State; and
- c) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this Tender Document, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
10. I / We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Tender that you may receive nor to select the Bidder, without incurring any liability to the Bidder in accordance with the Tender Document.
11. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory TGFDC which would cast a doubt on our ability to undertake the Projects or which relates to a grave offence that outrages the moral sense of the community.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the TGFDC(Authority) (and/ or the Government of Telangana /Government of India) in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Projects.
13. I/We agree and understand that the tender is subject to the provisions of the Tender Document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our proposal is not opened or rejected.
14. In the event of my/our firm being selected as the Contractor, I/we agree and undertake to provide our services in accordance with the provisions of the Tender Document on our own and not through any sub Contractor or associate or any others.
15. I/We have studied Tender Document and all other documents carefully. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by the TGFDC(Authority) or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Project/Contractor.
16. I/We agree and undertake to abide by all the terms and conditions of the Tender Document. In witness thereof, I/we submit this Tender under and in accordance with the terms of the Tender Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder/Tenderer)

Place:

**PART -II**  
**APPLICATION LETTER FOR FINANCIAL BID**  
**(To be submitted in sealed cover- B)**

1. Commercial bid for Operation & Maintenance of the Cafeteria in SKVBR Botanical Garden, Kothaguda RF, Hyderabad.

<b>2</b>	Full Name (Capital Letters)	:	.....
<b>3</b>	Father's/ Husband's Name	:	.....
<b>4</b>	Full postal Address	:	.....
			.....
			Tel:..... Office:..... Mobile..... Email:.....
<b>5</b>	Bid / Tender amount quoted per Annum (Per year) (in figures) *	:	<b>Rs.</b> .....
	(in words) *		<b>Rupees</b> .....
(* Note: Quoted amount must be clearly written both in figures and words, if there is any discrepancy the highest amount quoted will be taken into consideration for evaluation purpose). However, the tender amount quoted shall not be less than the Minimum Price / Upset Price as indicated in Annexure-I.			

(GST on monthly rentals and other applicable taxes shall be paid extra as applicable)

I/ We, .....  
 Hereby declare that

- a) I/We have not been black-listed by any Government Department.
- b) I/We have not been convicted under Criminal Law.
- c) I/We have not been declared insolvent by nay competent Court
- d) I/We have not a defaulter of TGFDC Ltd., Hyderabad.

I am/We are aware that any wrong declaration entails rejection of the tender besides appropriate legal action.

Place:  
 Date:

**Signature of the Tenderer**