



**TELANGANA
FOREST DEVELOPMENT CORPORATION
LIMITED**

TENDER DOCUMENT

FOR SEALED TENDERS

**GRANT OF LICENSE FOR OPERATION OF BATTERY OPERATED
TROLLEYS (BOTS) 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.

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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.

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TELANGANA FOREST DEVELOPMENT CORPORATION LTD.

Executive Director /Asst. Director, Eco-Tourism

TENDER DOCUMENT

Tender Notification No: TGFDC/ET/BOTs/2024-25/63, Dated: 06.07.2024

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 License agreements for Operation of Battery Operated Trolleys (BOTs) 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 08.07.2024 to 16.07.2024(10:30 AM to 5:00 PM) & On 18.07.2024 (10:30 AM to 12:30 PM)</i>
<i>Last date for Submission of Bids/Tenders</i>	:	<i>18th, 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>18th, 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.

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- 1.4 Terms and Conditions of the Tender are detailed in Annexure–A and shall be part of the License 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**¹ 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 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.



ANNEXURE-A

¹Defaulter means any TGFDC's Contractor holder who has any pending dues to TGFDC as on Bid due date

Grant of License for Operation of Battery Operated Trolleys (BOTs) in SKVBR Botanical Garden, Kothaguda RF, Hyderabad for a period of Three (3) Years.

Section I

Terms & Conditions of License

1. Scope of Work for operation of Battery Operated Trolleys (BOTs)

Tenders are invited for operation of Battery Operated Trolleys (BOTs) where the Licensee should run existing 6 (SIX) Battery operated trolleys of TGFDC available in Botanical Garden, Kothaguda RF and can deploy his own 5 (Five) Battery operated trolleys based on demand. The rates for running the existing 6 (SIX) Battery operated trolleys of TGFDC is as follows

S.No	Quantity	Earnest Money Deposit	Reserve Price (in Rs) per month / Per Annum	Duration	Cost of Tender (Rs.)	Remarks
1	6 no.	Rs.48,000/-	Rs.40,000/- per month / Rs.4,80,000/- per Annum	Three Years (01.08.2024 to 31.07.2027)		License fee per vehicle Rs.8000/- month . Five Vehicles for visitors and One vehicle to be reserved for TGFDC inspections.
<i>Number of BOTs added later will be charged on pro rata basis with the permission of the AD, Eco Tourism, keeping the visitor's demand into consideration</i>						

These trolleys will be kept and running in Botanical Garden to take visitors in the specified designated route. The trip will start from a designated point and terminate at the same point after completion of the round. The pattern of carrying the visitors will be decided and intimated to the Licensee by the Assistant Director, Eco Tourism, TGFDC which can be either of following:

- Hop on-Hop Off System**
 This system of operation will be implemented by default. In this, visitors will board the trolley at the start point and will be free to leave the trolley at any pre-designated boarding stations on main loop to spend time in the nearby display area as per their convenience and can again board the trolley at the pre-designated boarding station. Visitors have to show a pre-allotted token/band given at the start point before boarding. There shall be at least Four to Six such stations fixed and marked by the TGFDC Management and the Licensee shall have to deploy suitable staff at those stations to ensure hassle free and smooth transit of visitors.
- Hiring/Reservation System**
 This system will be operated parallelly by the Licensee based on demand by visitors. In this system, Visitors will board the trolley at start point and will complete the journey along specified route in the same vehicle for a fixed duration of 60 minutes, which will educate and showcase the works and theme parks of Botanical Garden.

The Licensee shall dispense tickets to the visitors at the rates mutually accepted by the TGFDC and Licensee, the location and design of ticket counter etc., will be

decided by the TGFDC. The Licensee has to make the arrangements at the start point for operating the ticketing system and allotment of seats in the trolleys to the visitors in consultation with and after due approval of TGFDC. The Licensee will be responsible for the safety and security at the start point of the visitors during the ride. The driver of the trolley will provide genuine and timely information to visitors about the Botanical Garden for which a Training/inputs will be provided by the TGFDC. The Licensee has to ensure that the drivers hired by him must undergo the training in regular intervals, facilitated by the TGFDC. All the drivers hired by the Licensee shall be in uniform in the Battery Operated Trolleys (BOTs) during working hours of Botanical Garden.

2. APPROVED RATES TO BE CHARGED FROM VISITORS

The Licensee will charge visitors for the ticket at the rates as under to start with:
(On all days when the Botanical Garden is open)

For the Hop-on-Hop off system, following rates are applicable.

- i. Adult (above 12 years) ----- Rs. 50/-
- ii. Children (3-12 years) ----- Rs. 25/-
- iii. Children (Below 3 years) ----- Free

If the TGFDC allows Hiring/ Reservation system, following rates will be applicable.

Battery operated Trolley ----- Rs. 400/- per trip.
(8 seater) (For schools Rs.300/-)

3. Terms and Conditions of the Operation

The Licensee shall operate the trolleys as per the following terms and conditions of the contract in the Botanical Garden:

- 3.1 The Licensee will have to run existing 6 (SIX) Battery Operated Trolleys of TGFDC available in Botanical Garden, Kothaguda RF and can bring his own 5 (Five) Battery operated trolleys based on demand, on all days (when the Botanical Garden is open). One trolley will be used as a monitoring cart by the TGFDC administration for monitoring and security works in Botanical Garden out of SIX.
- 3.2 Subsequently the number of BOTs may be increased based on the instructions of the TGFDC keeping the visitor's need into consideration. The extra BOTs will be allowed based on payment of approved additional License fee for each BOT on *pro rata* basis.
- 3.3 The trolleys will run on Primary Loop/Main road (or as specified by the TGFDC). For the convenience of the visitors, route of trolleys should be depicted at ticketing point by the Licensee along with the rate chart and other conditions regarding the facility. The Licensee will run the Battery Operated Trolleys in designated direction and route with primary loop/main road and will not use alternate/short path.

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- 3.4 The trolleys to be utilized in the Botanical Garden, should be in good condition, technically fit and of standard make. Assistant Director, Eco Tourism, TGFDC, at his sole discretion at any point of time can disallow any trolley, if it is found unfit for operation.
 - 3.5 The trolleys will run from designated start point and will terminate at the same place. The mode of transit of visitors will be as given in the Para 1 and other finer modalities of circulation in terms of duration and mechanism of pick and drop of visitors in the Botanical Garden shall be finalised, in consultation with the Licensee, by the Assistant Director, Eco Tourism, TGFDC in the interest of visitors. The decision of Assistant Director, Ecotourism Botanical Garden, shall be final in this regard.
 - 3.6 Parking space will be provided by the TGFDC for **SIX** trolleys at a suitable location inside the Botanical Garden, and the Licensee shall have to make his own arrangements for protection and safeguard of the trolleys. The Licensee will be responsible for any loss or damage to the trolleys on account of any reason whatsoever. The Licensee will provide amenities such as sitting facilities with fixed umbrella, benches etc to those visitors who will be on waiting at the ticket counter so as to give them protection from scorching heat of sun and rain.
 - 3.7 The trolleys should be fit for operation and it will be responsibility of the Licensee to obtain necessary permission/registration/insurance for the same as per rules from the competent authorities and furnish the same to the TGFDC at the time of signing the agreement.
 - 3.8 The Drivers operating the trolleys must have a valid driving License for light motor vehicle. A copy of the valid driving License should be given to this office for record, without which the driver shall not be permitted to operate the trolleys.
 - 3.9 The timings for operation of trolleys will be generally 6.00 AM to 6.00 PM on all the days when Botanical Garden is open to visitors. The timing for ticket Sale to the visitors shall be 6.00AM to 5.00 PM and the Licensee shall have to ensure that no ticket is sold after 5.00 PM to any visitors.
 - 3.10 The Licensee must provide a full-time supervisor to supervise the operations of trolleys. The supervisor will maintain a register of details regarding drivers, vehicles etc and submit whenever asked by the TGFDC.
 - 3.11 No compensation shall be allowed to the Licensee for any holidays or closure of the Botanical Garden on account of any unavoidable circumstances. Although, if the facility is withdrawn for the specified period due to any reasons other than public interest, proportionate waiving off the License fee may be considered for a period extending more than 7 days.
 - 3.12 After the issuance of offer letter, the successful bidder will submit list of BOTs to be placed in service apart from SIX belonging to TGFDC, along with a list indicating ownership details, make and seating capacity in the prescribed format for approval before the signing the agreement.

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- 3.13 The Licensee will have to start operations of BOTs maximum with full prescribed capacity within **20 days** from the date of signing the agreement failing which the offer will be treated as cancelled and the EMD amount will be forfeited.
 - 3.14 The Licensee will physically produce all the trolleys for inspection by the TGFDC before start of operations.
 - 3.15 The trolleys will not exceed the speed limit of 20km/hr inside the Botanical Garden.
 - 3.16 It will be the duty of the Licensee to keep the trolley stand and the trolley parking area neat and clean.
 - 3.17 All the Drivers operating the trolleys must be in uniform approved by TGFDC and should behave politely with the visitors.
 - 3.18 The Licensee will maintain 6 BOTs of TGFDC in good condition with servicing whenever required. After the expiry/termination of Licensee period the 6 BOTs of TGFDC will be handed over to TGFDC in working condition.
 - 3.19. The Licensee will make available display screen facility on each vehicle along with audio setup which will display the images and explain the different theme parks of Botanical Garden. The Licensee should integrate the app information given by TGFDC with the display screens.

4. ELIGIBILITY CRITERIA FOR THE BIDDER

- 4.1 The bidder should be either an individual/partnership/public/private in India having annual turn-over of not less than Rs.15 lakhs in any of the last three financial years.
- 4.2 The bidder should be registered under service Tax/GST and should have valid PAN Number
- 4.3 The bidder should not have been blacklisted for business operations by any of the Government organisation/department.

5. PAYMENT OF LICENSE FEE:

- 5.1 First year License fee shall be the price quoted by the bidders/tenderers in its financial bid. There shall be an increment of 10% in the License fee every year over the previous year i.e., 2nd year License fee is 10% over and above the License Fee of 1st year (Bidder's/Tenderer's Quoted fee) and 3rd year License Fee is 10% over and above that of the 2nd year.
- 5.2 Minimum price fixed by the TGFDC does not include any taxes. However, the Licensee shall pay the License fee (quoted fee in its financial bid) of respective project area plus applicable taxes (such as GST, etc.,)
- 5.3 License fee has to be deposited before 10th of every month in advance. If the Licensee fails to deposit the License fee before 15th of every month in advance

along with the penalty for delay @ Rs.1,000/- per day then the TGFDC may terminate the contract at the risk and cost of the Licensee and Security Deposit shall be forfeited to the Government and no claim shall be entertained.

6. PERIOD OF LICENSE:

- 6.1 The License will be initially for THREE years from the date of signing agreement and subsequently renewable at the sole discretion of TGFDC for another Three year subject to satisfactory performance of the Licensee and 15% increase of the previous year License fee at the time of renewal.
- 6.2 Upon expiry of the period of License term or earlier termination of the License for any cause whatsoever the Licensee shall have no right, title, interest to use the said Licensed premises. The TGFDC shall have undisputed right to make use of the said Licensed premises at its discretion thereafter and also to grant License and /or further rights of the Licensed premises to any third person or any other party (ies).
- 6.3 Revocation /cancellation of License for any reason whatsoever shall not absolve the Licensee from responsibilities, liabilities for damages and/or payments accrued prior to the termination of the License.
- 6.4 Under no circumstances will the Licensee be allowed to operate the Battery Operated Trolleys after termination of the License.
- 6.5 On expiry / revocation / cancellation /termination of the License the Licensee shall hand over peaceful vacant possession of the Licensed premises for parking/charging of trolleys in good condition to the TGFDC.
- 6.6 The Licensee shall reimburse any loss or damage to the property and equipment of TGFDC as per the assessment of TGFDC after verification within six weeks from the date of vacation along with damages / liquidated damages at the rates to be decided by the TGFDC for the period required / taken to repair the property /equipments etc.

7. RENEWAL OF LICENSE:

- 7.1 On successful completion of three years of the LICENSE, and on the basis of mutual agreement between the TGFDC and the Licensee, the License may be renewed after approval from VC&MD TGFDC, for a further THREE years with an increase of 15% of the License fee subject to deposition of security deposit equivalent to 25% per Annum of License fee.
- 7.2 The Licensee will inform the TGFDC at least three months prior to the completion of contract regarding his intention to renew the LICENSE for the extension to the Assistant Director, Eco Tourism, TGFDC in writing. If he fails to do so it will be presumed that he is not interested in renewing the LICENSE and the TGFDC will be free to initiate the process of engagement of the new Licensee without any further correspondence.

7.3 A fresh agreement and affidavit will be signed after successful completion of first three years at the time of renewal of the LICENSE.

8. POWER SUPPLY

8.1 Electricity shall be provided for charging the approved battery operated trolleys through a separate charging point and a sub meter for which Licensee has to do timely payment of electricity bills of the sub meter.

8.2 The Licensee will have to make good for the losses incurred on account of damage to the electrical fixtures/equipments.

8.3 In the event of failure of power supply to the Botanical Garden or interruption of power supply to the Licensee for any reason whatsoever the Licensee shall have to make his own arrangements for charging the battery operated trolleys and the Botanical Garden will have no liability whatsoever.

9. SECURITY DEPOSIT:

9.1 The successful tenderer shall deposit within 10 days from the date of acceptance of tender for an amount of **Rs.1,20,000/- i.e., 25% of Upset price** from nationalized bank as **Security Deposit** for the due and faithful performance by the Licensee of all or singular and several stipulations, conditions to be served and performed on the part of the Licensee and failing which the License shall be liable to cancellation at the risk and cost of the Licensee and subject to such other remedies as may be open to the Assistant Director, Eco Tourism, TGFDC under the terms of the License.

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

9.3 The Security shall be deposited in the form of Demand Draft in any Nationalized Bank in favor of VC&MD, TSFDC.

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

9.5 In the event of the successful bidder failing to furnish the Security within the stipulated time under the terms of License, the TGFDC will be forced to cancel the License at the risk and cost of the bidder.

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

10. TERMINATION OF THE LICENSE

- 10.1 The Assistant Director, Eco Tourism, TGFDC can terminate the License at any time after serving show cause notice in writing to the Licensee for breach of any condition of the License or if during the period of the License the performance is not found satisfactory without any compensation. The decision of the Assistant Director, Eco Tourism, TGFDC shall be final and binding on the service provider in this regard.
- 10.2 Failure by the Licensee to comply with any statutory requirements during the period of License shall result in termination of the License and subsequent disqualification for participation in any future tender in the Botanical Garden. The security deposit shall also be forfeited.

11. RECOVERY OF CLAIMS:

- 11.1 Whenever any claim for the payment of a sum of money arises under this License against the Licensee the government shall be entitled to recover such sum by the appropriating in part or whole of the said Security Deposit. In the event of the Security being insufficient, the balance shall be deducted from any sum thus due or which at any time thereafter may become due to the Licensee under this or any other License with the Government. Should this sum be not sufficient to cover the full amount recoverable the Licensee shall pay to the Government on demand, the remaining dues. In case of non-payment such dues are liable to be recoverable from the Licensee as arrears of land revenue.
- 11.2 In the event of the Security Deposit becoming exhausted or insufficient by reasons of the same being appropriate as aforesaid in part of which the Licensee shall forthwith on receipt of a requisition from the Government from time to time renew or replenish such Security as the case may be.

12. DAMAGES AND PENALTY

- 12.1 The Licensee shall confine their activities within the designated premises and in no case will they be permitted to deviate /increase/alter for the same.
- 12.2 If the Licensee commits any breach of this License, he shall be liable to be fined up to an amount not exceeding 1/4th of the monthly License value for every act of default or negligence first time. For any subsequent repeated breach or violation of any of the Terms and conditions, any fine amount may be decided by the TGFDC for which the Licensee will comply with. The fine amount should be deposited within 10 days after receiving notice. The Assistant Director, Eco Tourism, TGFDC reserves the right to cancel the License any time after serving show cause notice in writing to the Licensee.
- 12.3 The Licensee is permitted to charge only authorized rates. Violation on this account shall liable for penalty to the extent of Rs. 1000/- on each and every case. In the event of gross violation of terms and conditions of tender or more than three cases of over-charging the rates fixed to be charged from visitors, the contract shall be terminated at the risk, cost and responsibility of the Licensee.

13. EXECUTION OF AGREEMENT:

- 13.1 The successful tenderer shall within 10 days of the date of acceptance of tender execute a formal agreement on a non-judicial stamp paper of appropriate value at his cost and if the same is not executed by the due date then the Assistant Director, Botanical Garden, will have the option to treat the tender as cancelled and on such cancellation the amount deposited as earnest money can be forfeited and Government may also blacklist the Licensee.
- 13.2 The amount of loss, penalty, compensation, License fee, interest etc, if not paid within a period of 10 days from the date of demand, security amount shall be liable to be forfeited. The amount of loss, penalty, compensation, License fee, interest shall be recovered as arrears of Land Revenue in case the security is not sufficient to recover the government dues.

14. COMPENSATION FOR DAMAGES:

The Licensee shall have no claim over the Botanical Garden, what-so-ever to compensation or any damage to his property or person caused during running of Battery Operated Trolleys. The Licensee will make adequate arrangements to protect the equipments installed by him. The Licensee is advised to take adequate insurance cover to safeguard his property against loss due to theft or damage or any other reason whatsoever.

After the expiry/termination of Licensee period the 6 BOTs of TGFDC will be handed over to TGFDC in working condition. If TGFDC finds the BOTs in non working condition, the amount required for repairs to bring BOTs back to working conditions will be recovered from the Licensee.

15. LOSS TO BOTANICAL GARDEN:

In the event of any loss to the Botanical Garden, on account of any act of commission or omission by the Licensee's employees/workers, the Licensee shall make good the loss suffered by Botanical Garden either by replacement or by payment of adequate compensation as decided by the Botanical Garden.

16. MAINTENANCE OF PREMISES:

The Licensee will be responsible for maintaining cleanliness in BOTs Parking, charging stand and surroundings.

17. TAX LIABILITY

Payment of all applicable taxes including income tax, service tax/GST and other applicable taxes will be the sole responsibility of the Licensee and a copy of the return submitted to various tax authorities will also be submitted to the Asst. Director, Eco-Tourism, Botanical Garden.

18. PERSONNEL

- 18.1 The Licensee shall engage the sufficient number of personnel to run the (6) BOTs and the Drivers operating the trolley must have a valid driving License as per law. A

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- copy of License should be given to this office for record without License driver shall not be permitted to operate the trolley.
- 18.2 The said personnel engaged by the Licensee shall be the employees of the Licensee and it shall be the duty of the Licensee to pay their salary/wages every month.
- 18.3 The personnel employed by the Licensee should be polite, courteous and well behaved with visitors and the general public.
- 18.4 In the event of any complaint against any employee of the Licensee and if proved, a fine will be imposed on the Licensee upto a limit of Rs. 5,000/- in each case.
- 18.5 The Botanical Garden, may require the Licensee to remove any person from the site of work, employed by the Licensee, who may be incompetent or may not conduct himself/herself properly and the Licensee shall forthwith comply with such requirement.
- 18.6 All services shall be performed by employees/workers qualified and skilled in performing such services.
- 18.7 The Licensee's personnel working should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote good will and enhance the image of this office. The Licensee shall be responsible for any act of indiscipline on the part of persons deployed by him.
- 18.8 The Licensee has to pay the wages etc. to the personnel engaged by him as per the Minimum Wages Act. He shall bear EPF and other liabilities TGFDC, shall not accept any financial responsibility for the personnel engaged by the agencies for any matter, at any point of time.
- 18.9 Any dispute between the firm/agency and his / her personnel shall be settled at Labour Office. The TGFDC , shall have no concern whatsoever in the matter. Any risk involved in performing the duty by the employees, would be sole concern of the firm/agency.
- 18.10 The Licensee will be responsible for payment of Wages, ESI & Provident Fund etc. to the employees engaged by the Licensee. The Licensee has to submit proof of ESI & EPF in respect of each worker by name. The payment to the Licensee will be made on submission of such proof. The Assistant Director, Botanical Garden, will be free to enquire about money deposited from office of ESI & Provident Fund Commission in case of any complaints.
- 18.11 The transportation, medical and other statutory requirement in respect of each personnel of the Licensee will be the responsibility of the Licensee.
- 18.12 The Licensee shall be responsible for the conduct and behaviour of its employees/workers.
- 18.13 In case of any incidents/quarrel/complaints occurred/thefts related to running of the BOTs of the Botanical Garden, then all proceedings with the police and court

cases on this account has to be dealt with by the Licensee in accordance with law with information to the Assistant Director, Eco Tourism, TGFDC.

- 18.14 All the personnel employed by the Licensee will wear designated uniform as customised and approved by the Assistant Director, Botanical Garden.

19. BOT OPERATION HOURS:

The timings for operation of trolleys will be generally 6.00AM to 6.00PM on all the days when Botanical Garden is open to visitors. The Licensee has to ensure that no tickets shall be issued after 5.00 pm.

20. SAFETY AND SECURITY

- 20.1 The Licensee has to provide Photo Identity Cards to the persons employed by him/her for carrying out the work, the details of which are to be submitted in the office of Assistant Director, Eco Tourism, TGFDC. These cards are to be constantly displayed and their loss reported immediately.
- 20.2 No employee of the Licensee shall stay in the Botanical Garden, beyond prescribed duty hours.
- 20.3 The Licensee shall ensure deployment of suitable persons from proper background after having the antecedents of the employee verified by the local police, collecting proofs of identify like driving License, bank account details, previous work experience, proof of residence and recent photograph and withdraw any such employees who are not found suitable by the Botanical Garden, for any reasons immediately on receipt of such instruction.
- 20.4 The Licensee and his employees shall follow the security instructions / orders issued by the Assistant Director, Eco-Tourism, TGFDC from time to time.
- 20.5. The Licensee and its employees shall comply with any special instructions issued from TGFDC/state government/Security Agencies including those with regard to security from time to time.
- 20.6 The Licensee shall arrange at its own cost the security of the premises and inventory thereof and the TGFDC shall not be responsible in any manner whatsoever for the security of the License premises and the goods stored therein.

21. ARBITRATION

For redressal of any matter the Architect Consultant shall approach first the Asst. Director Eco-Tourism, Division TGFDC Ltd., Hyderabad for "Conciliation". If the matter is not settled on mutual consent with Asst. Director Eco-Tourism within (15) days of representation by the Architect Consultant the matter will be represented to Vice Chairman & Managing Director, TGFDC Ltd., whose decision will be final.

In case any dispute between the Parties, is not settled by negotiation in the manner mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure

of negotiations. The arbitration shall be held in Hyderabad and conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The “Arbitration Notice” should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, and the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at Hyderabad. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Hyderabad alone shall have the jurisdiction in respect of all matters connected with the Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive, and binding upon the Parties, and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Architect shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

22. SUBMISSION OF THE BID

- 22.1 Submission of tender shall be deemed to have been done after careful examination of the tender document and after understanding its full implications.
- 22.2 Before submitting the tender the tenderers are advised to read the tender document carefully apprise themselves thoroughly of the scope of works, jobs, terms and conditions and other requirements.
- 22.3 In case of any doubt, the tenderer can contact Assistant Director’s office to clear doubts, if any.
- 22.4 This tender is based upon two bid system: The **Technical Bid (Annexure-B)** and the **Financial Bid (Annexure-C)**.
- 22.5 Tenders will be processed physically.
- 22.6 Payment of Earnest Money and Tender Form fee must be made through Demand Draft in favour of VC&MD, TSFDC before the closing time and date for submission of the tender.
- 22.7 The tender form should be filled accurately.

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- 22.8 Financial Bids of only those bidders who are qualified and shortlisted in the Technical Bids shall be opened.
- 22.9 The entire bid documents consisting of (i) Terms and conditions of License (Annexure-A), (ii) Technical Bid (Annexure-B), (iii) Financial Bid (Annexure-C). All documents should be submitted having each page duly signed by the tenderer or its authorized signatory.
- 22.10 All the supporting enclosures to be provided as part of technical bid, should be self attested by the tenderer or the person authorized on his behalf and should be submitted physically.
- 22.11 Assistant Director, Eco Tourism, TGFDC reserves the right to accept or reject any bid without assigning any reason and also to invite fresh bids, as deemed appropriate.
- 22.12 No conditional bids or incomplete application(s) or those received without required documents shall be considered and summarily rejected.
- 22.13 Assistant Director, Ecotourism reserves the right to modify terms and conditions of the LICENSE which shall be granted to the successful bidder after the bidding process, if in the opinion of TGFDC, it is necessary or expedient to do so in public interest or for proper implementation of the project. The decision of the Assistant Director, Eco Tourism, TGFDC shall be final and binding in this regard.
- 22.14 Assistant Director, Eco Tourism, TGFDC reserves the right to suspend the bidding process, cancel or delay the LICENSE with the selected party in part or in whole at any time if in his opinion it is necessary or expedient in the public interest. The decision of the Assistant Director, Botanical Garden, shall be final and binding in this regard. Also TGFDC, shall not be responsible for any damage or loss caused or arisen out of aforesaid action.
- 22.15 All communications must be sent on the letter-head of the applicant under the signature of the authorized signatory whose name and designation must be mentioned in the letter. Letter without name and designation of the authorized signatory and/or letters on plain paper will not be entertained.
- 22.16 The Assistant Director, Eco Tourism, TGFDC reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

23. EARNEST MONEY DEPOSIT (EMD):

- 23.1 All bidders shall have to deposit earnest money of **Rs.48,000/-** through Demand Draft in favour of VC&MD, TSFDC through Nationalized bank before the final date and time of submission of technical and financial bids as mentioned in **Section 22.6.**

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- 23.2 Earnest money shall be refunded to the unsuccessful bidders within one month of award of allotment letter. The bidders have no right for demand for interest on the Earnest Money. However, the successful bidder's earnest money shall be returned only once the successful bidder has signed the agreement and deposited the security deposit and first instalment of the License fee payable by him.
- 23.3 However, in case where the bidder withdraws or modifies the bid during the 100 days validity of the bid or it has come to knowledge that bidder has used fraudulent practices for this bid, the earnest money shall be forfeited.
- 23.4 Tender received without EMD will be rejected summarily.

24. SIGNING OF THE TENDER:

Every page of the bid document and any document forming part of the License shall be signed by the individual or sole proprietor (in the case of a sole proprietary concern by all the partners in the case of partnership concern by the "Karta" in case of joint Hindu family concern having full authority to act on behalf of the Managing concern, the tender form should be signed by the Managing Agents or by the Proprietor of the Managed concern). A person signing the tender form or any documents forming part of the LICENSE on behalf of the another person or on behalf of all the partners of a firm shall attach with the tender a proper power of attorney duly executed in his favour stating that he has authority stating that he has authority to bind such other persons or all the partners constituting the said firm, as the case of limited company, the signatures should be that of a person authorized under its articles to sign the LICENSE. The memorandum and articles of the company and the authority of the person so signing should be attached with the tender.

25. ACCEPTANCE OF TENDER:

- 25.1 If the same License fee is offered by more than one tenderer then the Assistant Director, Ecotourism, TGFDC shall give the chance to all the tenderers (quoting the same rate) to increase their offer and the highest offer so increased will be considered for acceptance, or otherwise in case there is refusal to increase the offer or in the absence of respective tenders, the tenders which are to be considered for acceptance will be decided by drawing lots.
- 25.2 The Assistant Director, Eco Tourism, TGFDC reserves the right to accept or reject any tender without assigning any reason thereof.
- 25.3 The successful bidder should show and produce all the documents related to purchase of BOTs of prescribed quantity and quality, before signing the agreement. The tenderer should be in a position to physically show the BOTs in operational condition before the tender is being accepted by the TGFDC. Failing which, the Assistant Director, Eco Tourism, TGFDC may delay the License of successful bidder up to any period or cancel the bid at any point of time. The Assistant Director, Eco Tourism, TGFDC reserves the right to suspend the bidding process, delay the License or cancel the License of the selected party, if in the opinion of

Assistant Director, Eco Tourism, TGFDC, it is necessary to do so for proper implementation or in public interest.

- 25.4 Acceptance by the Assistant Director, Eco Tourism, TGFDC will be communicated by or formal acceptance of tender in writing.

26. MISCELLANEOUS

- 26.1 The Assistant Director, Ecotourism, reserves the right to ask the Licensee to stop the operations of battery operated trolleys on working day/holidays without assigning any reason thereof in public interest.
- 26.2 The tenderer should inspect the site of parking/charging to see the facilities available thereon before quoting the rate/offer.
- 26.3 No part of the License fee, security deposit or any other penalty imposed is refundable in the event of cancellation, revocation of the License by the TGFDC.
- 26.4 License premises shall not be used for residential purposes by the Licensee or its employees/workers.
- 26.5 The Licensee shall not sub-let, assign or permit or sub-contract of any description or enter into any management agreement or similar arrangement with regard to the use of the License premises or part thereof to any person/party including , without limitation , its subsidiary – sisters concern , affiliates etc.
- 26.6 The Licensee shall be solely liable towards any complaints, or any action taken by any person against quality of services or behaviour of its employees, staff and supervisors in the Botanical Garden premises.
- 26.7 The TGFDC does not recognize any association of any of the workers of the Licensee and in case any clarification of the terms and conditions of the License or modification thereof, such clarification should be sought by the Licensee alone and no collective representation will be entertained.
- 26.8 The Licensee shall maintain a complaint book/visitor book/suggestion box at a prominent place in the License premises with the consent of TGFDC a way that it is easily accessible to any person who wishes to record any complaint /suggestions and the said details/book shall be open for inspection to the TGFDC as and when demanded.
- 26.9 In case of any strike or lockout in the License premises or for security reasons if the Licensee is unable to function or its business is affected the TGFDC shall not be liable for any loss which the Licensee may suffer. In such an event the Licensee shall not be entitled to any reduction in the License fee or any other compensation whatsoever in nature.
- 26.10 In the event of Licensee being prohibited / refrained from operation of services because of any government laws/rules regulations/orders of Government of

Telangana, the TGFDC shall not be liable for any loss suffered by the Licensee and in such an event the Licensee shall not be entitled to any reduction in License fee etc.

26.11 Licensee will ensure that Plastic on any other polluting agents are not thrown in the premises of Botanical Garden. The workers/employees should be sensitized through regular trainings in this regard.

26.12 The possession/premises for parking/charging of trolleys shall be allotted on 'AS IS WHERE IS BASIS'.

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

27. ENTRY AND EXIT

27.1 The Licensee shall abide all the instruction/ regulations issued by the TGFDC with respect to entry and exit of the material / personnel/representatives and visitors from time to time.

28. INSURANCE

The Licensee will obtain comprehensive insurance policy for the specified amount to cover damage to the premises and against all risks shall be responsibility of the Licensee to ensure that the insurance policy remain effective without any break during the period of License.

29. FAIR BUSINESS PRACTICES

29.1 The Licensee shall be required to adopt fair business practices and to exhibit rate list of the tickets, Awareness creation panels, publicity materials to visitors and general Public in appropriate locations, as prescribed by TGFDC.

29.2 The Licensee should actively co-operate with the TGFDC for the continuous implementation of best practices followed in Botanical Garden.

30. RESERVE BID PRICE

The Rent/Bid Price quoted by the bidder should not be below **Rs.40,000/-** Per Month / **Rs.4,80,000/- Per Annum** for 6 (SIX) BOTs which includes 1 BOTs of to be assigned to TGFDC for inspections .

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SECTION - II

Technical Bid

Annexure –B

APPLICATION FORM-T (TECHINCAL BID)
FOR
LICENSE TO OPERATE BATTERY OPERATED TROLLEYS
AT
BOTANICAL GARDEN,

(TO BE FILLED IN BY THE APPLICANT All the fields marked with * are mandatory)

1. Name of the Applicant*.....

.....
....

.....
....

2. Address* :

.....
.....

.....
.....

3. Telephone No(s) *

:.....

4. (i) Fax Number :

.....

(ii) ISD/STD Code :

(iii) E-mail address* :

5. Whether EMD of Rs. deposited* : Yes/No

7. Service Tax Registration No/GST: *.....

8. Attached self attested photo copy of Service tax registration/GST* Yes/No

9. (i) Applicant's Status, Please specify*
(Private Individual/Public Limited Company/ Partnership firm/Sole Proprietor Firm/ any others); (to be filled in by the applicant)

.....

(ii) PAN Card No *

.....

(iii) Whether attached self attested photo copy of PAN card* Yes/No

10. Bank Details to which EMD are to be remitted*:

(i) Name of Account Holder*.....

(ii) Name of the Bank*

.....

(iii) Branch Name*

.....

(iv) A/c No

*.....

(v) IFSc Code of the Branch*.....

11. Turnover from business operations in the last three years

Financial Year	Turnover from business operation (in Lakhs) (please enclose the supporting documents)
2021-22	
2022-23	
2023-24	

12. Self Declarations in the prescribed Formats A and B: Yes/No
(As provided on page no. 23 and 24 To be signed and uploaded)

13. Affidavit in prescribed format as Format C: Yes/No
(As provided on page no. 25 to 26 To be signed and uploaded)

SELF DECLARATION 'A'
FOR LICENSE TO OPERATE BATTERY OPERATED TROLLEY
AT BOTANICAL GARDEN, ,
(TO BE FILLED IN BY THE APPLICANT)

I/we, hereby, declare that:-

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

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

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

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

I/we hereby also declare that:-

The bid has been submitted after site inspection of the Botanical Garden, and the same are to be allotted on 'as is where is' basis.

That the undersigned has been authorized by the firm/company to sign these bid documents.

The address given below is the postal/communication address in which all the messages/documents, may be addressed/sent to us.

Place:

Signature:

Date:

Name:.....

(Authorised Signatory) – Copy of such

authorisation

Designation :

(Capacity in which signed)

Full Address :

SELF DECLARATION 'B'
FOR LICENSE TO OPERATE BATTERY OPERATED TROLLEY
AT BOTANICAL GARDEN, ,
(TO BE FILLED IN BY THE APPLICANT)

Dear Sir,

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

The submission of the offer does not guarantee grant of License and that Botanical Garden, has the right to cancel or reject the bids at any time.

We shall deposit within 10 days from the date of offer an amount of **Rs.1,20,000/- i.e., 25% of Upset price** from Nationalized Bank as Security Deposit for the due and faithful performance in the form of Demand Draft in favour of VC&MD, TSFDC,

That the terms of the License shall be initially upto the period of three years from the date of signing the agreement which may further be extended for one more year, subject cited to an increase of 15% of approved License fee, at the discretion of the TGFDC and the same shall not be liable to be extended beyond extended period of four years under any circumstances notwithstanding any dispute between TGFDC and ourselves. Security deposit will be at the disposal of Assistant Director, Botanical Garden, to make good any loss/damages/outstanding dues and for performance of other Terms & Conditions of License.

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

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

Thanking you,
Yours faithfully,

Place:
Date:

Signature:
Name:
Designation:
(Capacity in which signed)
Full Address:

SELF DECLARATION 'C'
FOR LICENSE TO OPERATE BATTERY OPERATED TROLLEY
AT BOTANICAL GARDEN, ,

AFFIDAVIT

I, _____, son/daughter/wife of
_____ resident of _____ Director/Partner/Proprietor of M/s. _____ having
its registered office at _____

do hereby solemnly declare and affirm as under:-

1. That I/firm/company have/has the requisite Licenses and approvals including License to operate Battery Operated Trolleys/ business.
2. That there has been no case/litigation whatsoever against me/firm/company or any other legal entity in which I/we have controlling share any law which restricts me/firm/company from operating Battery Operated Trolleys/ business and/or to enter into the License Agreement.
3. That I/firm/company am/is financially sound to undertake such an agreement.
4. That I/firm/company or any other legal entity in which I/we have controlling share has/have never been barred from operating any BOT/ business anywhere in India by any agency/Govt. Deptt.
5. That I/we understand and agree that Licensed premises shall not be used after expiry of the Agreement. The TGFDC will have the right to disconnect electricity and other services after expiry of the Agreement and/or seal to take over the premises on the expiry of the License Agreement without any noticed to the License.
6. That I/we understand and agree that the License period/term of License of Battery Operated Trolleys at Botanical Garden, for which I am/we are submitting our bids, namely Operation of Battery Operated Trolleys is for a period of three years initially from the date of signing the agreement as per the Bid Notice/Bid Documents and the period of License is non-negotiable and may not be extended under any circumstance on ground of any dispute and agree that said issues may be processed for financial compensation, if any.
7. That in case I am/we are allotted the Licensed premises, namely, _____, I/we will hand over the peaceful vacant possession of the Licensed premises immediately on expiry of term.
8. That in care I am/we are allotted the Licensed premises, namely, _____, I/we shall peacefully hand over the vacant possession of the Licensed premises on termination/cancellation/revocation of License in accordance with the instructions issued by the TGFDC in this regard and seek resolution of dispute, if any, through financial compensation only.
9. That I/we undertake and agree that we shall not resort to any unauthorized use of the premises and shall confine the permitted activities within the specified area. We also understand and agree that for any violation of these conditions and/or for use of any area outside/beyond the Licensed area, the License agreement will result in summary cancellation/termination of License agreement.

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10. That I/we undertake and agree that the TGFDC will have the right to revoke/cancel the License agreement without any notice on violation of any terms & conditions of the bid document and/or Agreement.
 11. That I/we agree and understand that I/we will have no authority to access the premises after the expiry/termination/revocation/cancellation of License Agreement.
 12. That I/we undertake to pay the fine as demanded by Assistant Director, Botanical Garden, towards damage if caused to the Licensed premises during the tenure of Agreement on vacation. The amount towards damages shall be paid within the stipulated time from the date of Demand Note/Invoice.
 13. That I/we have not been debarred/blacklisted from bidding on any account of bid documents.
 14. That I/we declare that no criminal case is pending against me/us in any court of law in the country.
 15. That I/we declare that there are no dues pending against me/us from the organizations where we have provided services previously.
 16. That I/we shall not object to establishment of any other mean of transport such as Rickshaws, E-rickshaws and cycles etc to visitors at the Botanical Garden, .
 17. That I/we have read all the terms & conditions forming part of the License Agreement (Annexure-A) and agree to abide by them in entirety.

DEPONENT

VERIFICATION

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

DEPONENT

Section - III Financial Bids

TGFDC Ltd.

**APPLICATION FORM-F (FINANCIAL BID) FOR OPERATION OF BATTERY
OPERATED TROLLEYS AT BOTANICAL GARDEN, TGFDC
(TO BE FILLED BY THE APPLICANT)**

Tender No.:

**NAME OF WORK: License To Operate Battery Operated Trolleys at Botanical Garden,
TGFDC**

NAME OF WORK:		LICENSE TO OPERATION OF BATTERY OPERATED TROLLEYS AT BOTANICAL GARDEN, TGFDC.	
NAME OF THE APPLICANT ENTITY			
S. No.	Description of Work	Quantity	Tender amount quoted Per Annum shall not be less than the Reserve Price (in Rs.) (exclusive of Taxes and Levies as applicable from time to time)*
1.	Operation of Battery Operated trolleys at Botanical Garden, TGFDC, Telangana	6 Battery Operated Trolleys	

Note: 1.

(* 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).

1. Number of BOTs may be increased on pro rata basis based on the instructions of the TGFDC keeping the visitor's need into consideration

2. Complying with all the tax liabilities of prevalent tax laws will be sole responsibility of the bidder. Indenting Officer reserves the right to ask for required/relevant documents pertaining to tax liability arising out of the above contract from the contractor any time in the interest of the Government.