

**Government Sunder Nursery Management Trust
(GSNMT)**

NOTICE INVITING TENDER

For

Opening Restaurant

at

Facility Block of Humayun's Tomb World Heritage Site Museum

Government Sunder Nursery Management Trust (GSNMT)

NOTICE INVITING TENDER

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NOTICE INVITING TENDER

1. Government Sunder Nursery Management Trust (hereinafter referred to as “GSNMT”) invites bids for license basis tender for running “Restaurant” at Facility Block of the Humayun’s Tomb World Heritage Site Museum on two bid system from vendors having a minimum of 5 years of experience in running restaurant and specializing in Indian and/ or fusion cuisine.

Sr. No.	N.I.T. No.	Name of work & location	Time & date of opening of Technical Bid	EMD (In Rs.)	Tender Fee (Non-refundable) (In Rs.)
1.	HTWHS M/2025-26/ Restaurant /001	Running a Restaurant at Facility Block of Humayun’s Tomb World Heritage Site Museum	Thursday, June 05, 2025 (10.30 AM)	Rs.12,60,000/- (2.5% of Rs. 14,00,000/- per month x 36 months)	Rs.5,000/- (inclusive of tax)

2. **Application Form:** Tender documents for running “Restaurant” at Facility Block of the Humayun’s Tomb World Heritage Site Museum may be collected at the office of Government Sunder Nursery Management Trust, New Delhi located at Nizamuddin, New Delhi, 110013 on payment of Application Fee of Rs. 5,000/- (inclusive of all taxes), between 10 AM to 4 PM (working days) as per the schedule given in the Critical Date Sheet hereinunder:

CRITICAL DATE SHEET

Sr. No.	Event	Schedule
1.	Tender Reference No.	HTWHS M/2025-26/Restaurant/001
2.	Type of tender	Open tender under two bid system (Technical & Financial)
3.	Name of tender	Running Restaurant at Facility Block of the Humayun’s Tomb World Heritage Site Museum
4.	Availability of tender	Sunder Nursery website: www.sundernursery.org/home.php
5.	Tender inviting authority	GSNMT
6.	Tender fee	Rs. 5,000/- in shape of Demand Draft in favour of Government Sunder Nursery Management Trust (non-refundable).
7.	Earnest Money	Rs. 12,60,000/- in shape of Demand Draft in favour of Government Sunder Nursery Management Trust (refundable without interest to unsuccessful bidders)
8.	Publish Date	Friday, May 09, 2025

9.	Bid document purchase start date and end date	Start date: Monday, May 12, 2025 End date: Thursday, May 22, 2025 (till 4 PM) Bidders who are going to “download” the tender documents from the official website are requested to submit the tender value in the GSNMT office, through Demand Draft on or before 22nd May 2025 (till 4 pm). Only paid bidders with paid tenders will be considered for Pre-bid meeting and submission of Tender documents.
10.	Pre-Bid Meeting	Friday, May 23, 2025 (4 PM to 6 PM) Saturday, May 24, 2025 (4 PM to 6 PM)
11.	Queries to be raised Post-Bid meeting	Start date: Friday, May 23, 2025 End date: Monday, May 26, 2025 (till 5 PM)
12.	Response to Query	Thursday, May 29, 2025
13.	Bid submission (by Speed Post only) Start date and time	Monday, June 02, 2025, till 5pm
14.	Bid submission End date and time	Wednesday, June 04, 2025 (till 5 PM)
15.	Technical Bid opening date and time	Thursday, June 05, 2025 (10:30 AM)
16.	Financial bid date and time	The date will be informed to successful bidders on June 06, 2025, through phone as well as through email at their given address.
17.	Tentative Opening Date (Subject to revision by GSNMT)	October 2025

3. **Area-Licensed Premises:** The area of the Restaurant at Facility Block of Humayun’s Tomb World Heritage Site Museum is given as under:

Carpet Area	4185 sq. ft including Seating Area: 3430 sq. ft. Kitchen Area – 755 sq. ft
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A copy of the drawing indicating the layout of the Restaurant at Humayun’s Tomb World Heritage Site Museum is enclosed. The proposed license only covers the area as shown in the enclosed drawing, and no other area adjacent to the same or within the premises of the Humayun’s Tomb World Heritage Site Museum shall be used by the Licensee.

4. **Pre-Bid Meeting:** All applicants who have obtained the Tender Documents after payment of the Application Fee will be invited to participate in a Pre-Bid Meeting at the date and time indicated in the Critical Date Sheet. Attendance at the Pre-Bid Meeting is compulsory and prospective bidders are expected to thoroughly inspect the Area Licensed Premises and familiarise themselves with the same prior to submission of the Technical Bid.

5. **Bid Submission:** Bidders are advised to visit the [Sunder Nursery](http://www.sundernursery.org/home.php) website (www.sundernursery.org/home.php) regularly to keep themselves updated as any change/ modification in the tender will be intimated through this website only. Intending bidders are advised to visit Sunder Nursery website www.sundernursery.org/home.php till closing date of submission of tender for any corrigendum/ addendum/ amendment.
6. Bids shall be submitted only through speed post addressed to GSNMT. Bid without demand draft will not be accepted. Bidders are advised to follow the instructions for submission of bids given in the tender documents.
7. Not more than one tender for the Restaurant shall be submitted by one bidder or bidders having business relationship. Bidders may submit a total of two bids for any two of the following - Restaurant, Café 1, Café 2, Café 3, or Sweet-Shop/Ice-cream parlour for which tenders are currently being floated by GSNMT on license fee basis. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e., when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
8. Bidder must pay an application fee of Rs. 5,000/- (towards purchase of the tender documents) and Earnest Money Deposit (hereinafter referred to as '**EMD**') of Rs.12,60,000/- (to be paid at the time of submission of the Technical Bid) in favour of "Government Sunder Nursery Management Trust" through Demand Draft only. All applicable bank charges shall be borne by the bidder, and he shall not have any claim what so ever on this account. In case of re-tendering, the bidders who have paid the tender fee in earlier calls will require to submit proof of demand draft along with their tender/application in subsequent calls. Tender not accompanied with the application fee and EMD amount is liable to be rejected.
9. Bids will be opened as per date/time as mentioned in the Critical Date Sheet.
10. The tender shall remain open for acceptance for 90 days from the date of opening of tenders by GSNMT. The time limit for acceptance may be extended by GSNMT at its discretion for such further period as it may notify.
11. The intending bidder must read the terms and conditions of NIT carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
12. **Criteria for eligibility for submission of bid documents:** Intending bidders who are eligible shall submit the bid with definite proof of having minimum 5 years' experience in running restaurant and specializing in Indian and/ or fusion cuisine along with all documents as set out in the Terms and Conditions and Technical Bid Document.

13. The GSNMT reserves the right to suspend or cancel the bidding process, cancel the contract with the successful bidder in part or in whole at any time if in the opinion of the GSNMT it is in public interest to do so and without assigning any reasons thereto. The decision of the GSNMT in this regard shall be final.
14. **Submission of Tender:**
- (i) The tendering process shall comprise of three parts i.e. (i) Pre-Bid Meeting (ii) submission of the Technical bid as per the Technical Bid document annexed hereto at Page 19, and (ii) Financial Bid which shall be conducted by e-auction in the manner specified in Financial Bid document annexed hereto at Page 26.
 - (ii) All the pages of bid documents must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents.
 - (iii) All prospective bidders will submit an envelope which will contain tender documents with signature and stamp on each page along with technical bid, demand draft and all required enclosures. The envelope should be addressed to *Chief Operating Officer, Government Sunder Nursery Management Trust, Nizamuddin, New Delhi 110013* and marked as 'Technical Bid for Restaurant'.
 - (iv) The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

15. **Selection of Bidders:**

STAGE-I

Technical Bid

GSNMT will go through the Technical bid documents of the bidders and will shortlist the bidders for Stage-II on the basis of documents submitted along with technical bid, and the criteria stipulated in the Terms and Conditions annexed hereto at Page 7. The shortlisted bidders will be intimated by GSNMT and invited to participate in the Financial Bid.

STAGE-II

Financial Bid

After the evaluation of Technical Bids, GSNMT will select the Financial bid out of those bidders found eligible in the Technical Bid through e-auction in the manner set out in the Financial Bid document annexed hereto.

Declaration of Successful Bidder: The GSNMT shall determine, and at its sole discretion, declare the successful bidder at the end of the e-auction. The technical score will be calculated on the basis of "Technical Bid - Evaluation Sheet" annexed hereto at Page 25.

TERMS AND CONDITIONS OF TENDER
FOR RUNNING RESTAURANT AT FACILITY BLOCK OF THE HUMAYUN'S
TOMB WORLD HERITAGE SITE MUSEUM

I. BUSINESS EXPERIENCE AND CAPABILITY

1. Only a reputed entrepreneur having an undisputed experience of at least 5 years in running restaurant and specializing in Indian and/ or fusion cuisine is eligible to apply.
2. The bidder should have a proven track record of managing dining establishments, ensuring food quality, customer service, and operational efficiency.
3. **Average Annual Turnover:** The bidder should have an average annual turnover of Rs. 5 crores in the last three financial years i.e. FY 2021-22, 2022-23 and 2023-24 from F&B Operations in its own name, i.e. the name of the applicant business entity. The bidder should attach Income Tax Returns as well as audited reports along with C.A. certificate for the last three financial years as proof.
4. The bidder should be currently operating or have had recent experience (in the past 5 financial years) of operating a similar business establishment of not less than 2,000 sq. feet.
5. The bidder should possess a strong reputation for maintaining hygienic, safe, and aesthetically pleasing dining spaces with the ability to manage large guest volumes.
6. Only those persons possessing valid license from the concerned food department for preparation and serving of food as well as valid registration required to run restaurant with Goods & Services Tax, Income Tax and other statutory authorities are eligible to apply. Copies of these documents are to be furnished along with the bid.
7. The bidder should not have been debarred from operating Restaurant/F&B outlet on account of food quality issues by concerned government authorities or should not have been found to have committed irregularities with respect to food quality related issues, in any statutory proceedings.

II. CUISINE AND MENU OFFERINGS

8. Restaurant should primarily offer Indian and/or fusion cuisine, a sit-in restaurant, cater/ serve Multi Cuisine food with an emphasis on authentic flavours, high-quality ingredients, and innovative presentation. Prior experience in serving similar cuisine would be preferred.
9. The menu should offer diverse options that cater to various dietary preferences, including vegetarian, vegan, gluten-free, and other special dietary needs.

10. The bidder should be in a position to cater multi-cuisine food specializing in Indian/Mughlai and/or fusion cuisine. Preference will be given to those bidders who have proven past expertise in this area.
11. The use of locally sourced, organic, and sustainable ingredients is encouraged. Preference will be given to applicants who can demonstrate strong sourcing practices from local farm and purveyors.
12. Seasonal menus that reflect local, fresh produce and the natural surroundings are highly encouraged, contributing to a connection between the dining experience and the environment.
13. The menu should also offer a variety of beverages, including regional Indian beverages, ensuring they align with the health-conscious and sustainable values of the GSNMT.
14. **Restaurant chains catering to factory-produced fast food will not be entertained**, in keeping with the principles of the GSNMT to promote healthy eating practices and support businesses with an emphasis on sourcing of local, organic ingredients.
15. The successful bidder will be subject to periodic audits/monitoring of the quality of food and service offered by it at the discretion of the GSNMT.

III. ENVIRONMENTAL AND SUSTAINABILITY PRACTICES

16. The bidder must adopt eco-friendly practices, including using biodegradable or recyclable packaging, minimizing food waste, and implementing sustainable sourcing of ingredients.
17. Zero waste initiatives should be prioritized by the bidder, such as segregated waste, separating recyclables, and reducing the use of single-use plastics (like plastic straws and containers).
18. The bidder should demonstrate commitment to energy-efficient operations, including the use of energy-efficient appliances.
19. The bidder should incorporate water-saving and energy-saving technologies into kitchen operations and overall building design, such as low-flow faucets.
20. Bidders with a clear sustainability certification or a well-documented sustainability plan incorporating the requirements as stipulated above in Section III of the Terms and Conditions will be preferred. Such plan may be submitted along with the Technical Bid Documents.
21. The successful bidder will be subject to periodic audits of the environmental and sustainability practices followed by it at the discretion of the GSNMT.

IV. DESIGN AND AESTHETIC COMPATIBILITY

22. The successful bidder should ensure that the Restaurant interiors are in harmony with the natural surroundings. The GSNMT shall be entitled to require modifications or variations to aspects of the interiors of the Restaurant as it may deem appropriate.
23. The bidder should be mindful of the environmental impact of construction of interiors, with a focus on using sustainable materials and energy-efficient architecture. Preference will be given to those bidders who use sustainable materials, furniture etc., over those who do not.

V. HEALTH AND SAFETY STANDARDS

24. The bidder must comply with all local health, safety, and food hygiene regulations, including food handling, storage, and sanitation procedures.
25. The bidder must ensure that their staff is trained in food safety, emergency procedures, and customer service to maintain a high standard of operations.
26. The bidder will be expected to ensure high standard of cleanliness, hygiene and sanitation in the premises and must follow strict sanitation protocols and ensure that surfaces are regularly cleaned and disinfected.
27. The bidder will be expected to make the arrangements for keeping all eatables free from flies and insects.
28. The bidder will be expected to ensure that adequate numbers of dustbins will be provided to ensure proper disposal of garbage. There should not be any littering of unused food or any other articles within the Restaurant. The bidder will be required to adhere to all health, hygiene and sanitation standards as are applicable to all establishments operating within the Facility Block of the Humayun's Tomb World Heritage Site Museum.
29. The bidder will be expected to take all safety measures while running Restaurant and will keep First-Aid box for the persons deployed to work in Restaurant. The bidder will be required to adhere to all safety regulations and standards as are applicable to all establishments operating within the Facility Block of Humayun's Tomb World Heritage Site Museum.
30. The Restaurant must ensure accessibility inside the Restaurant for people with disabilities, including wheelchair access.

31. The successful bidder will be expected to submit quarterly health and sanitation audits to the GSNMT indicating adherence to standards applicable to all establishments operating within the Facility Block of Humayun's Tomb World Heritage Site Museum.

VI. COMMUNITY ENGAGEMENT AND CULTURAL INTEGRATION

32. The bidders that demonstrate plans for engagement with the local community, offering opportunities for collaboration, such as events, festivals, or promotions that reflect the cultural richness of Indian cuisine or local traditions will be given preference.
33. The bidders who demonstrate plans for offering special promotions for visitors or regular patrons, such as discounts, loyalty programs, or special events will be given preference.

VII. SELECTION OF BIDDERS

34. The process given hereinunder shall be followed for selection of bidders:

Pre-bid meeting:

All potential bidders who have obtained Tender Documents on payment of the Tender fee will be required to mandatorily participate in a Pre-Bid Meeting for the purpose of examination the available premises and for the purpose of familiarizing themselves with the available space and requirements for running a Restaurant at Facility Block of Humayun's Tomb World Heritage Site Museum. The date and time for the Pre-Bid Meeting will be as per the Critical Date Sheet given hereinabove.

Technical bid:

GSNMT will go through the Technical bid documents of the bidders and will shortlist the bidders for Stage-II on the basis of documents submitted along with technical bid. The shortlisted bidders will be intimated by GSNMT and invited to participate in the Financial Bid.

Financial bid:

GSNMT will select the Financial bid through e-auction of all those bidders who satisfy the Technical bid conditions stage.

Declaration of Successful Bidder:

The GSNMT shall determine, and at its sole discretion, declare the successful bidder at the end of the e-auction. The technical score will be calculated on the basis of "Technical Bid - Evaluation Sheet" annexed hereto at Page 25.

VIII. OPERATIONAL AND STAFFING REQUIREMENTS

35. The bidder should demonstrate capacity to operate at scale, including sufficient staffing, kitchen infrastructure, and operational procedures to meet high service expectations, especially during peak seasons or events. The successful bidder at its

own cost and expenses shall engage sufficient number of staff which it considers appropriate.

36. The bidder should outline a staffing plan that includes chefs, waitstaff, and managerial staff, as well as training and professional development plans for employees.
37. The kitchen facilities of bidders must comply with health and safety standards, and the applicant should provide clear details on the kitchen's capacity, layout, and sustainability practices (e.g., energy efficient appliances, waste disposal).
38. The successful bidder shall ensure that all customers/visitors/clients/suppliers adhere to the rules and regulations of the GSNMT and security inside the premises. The successful bidder shall be solely responsible for any untoward incident in the restaurant and the GSNMT will have right to ban the entry of those found responsible for the same.

IX. LICENSE FEE

39. The Licensee shall pay to the GSNMT a fee (hereinafter referred to as “**License Fee**”) for the Licensed Term. The License Fee shall be equivalent to the fee quoted in the Financial Bid i.e., during the e-auction process. The license fee will be subject to annual 10% increment.
40. In addition to the License Fee, Goods and Service Tax (GST) as fixed by the Government from time to time will have to be paid by the Licensee to the GSNMT. Presently the rate of GST is 18% and the GSNMT will also charge GST on the other services provided to the licensee which fall under the purview of GST. In case of any change in GST or any other tax levied by Government, the same shall be applicable.
41. The License Fee shall be payable on monthly basis on the 7th of every calendar month. Utility and other charges shall be paid separately by the successful bidder.
42. The Minimum Reserved Price for the License Fee for Restaurant at Facility Block of the Humayun's Tomb World Heritage Site Museum is Rs.14,00,000/- along with applicable GST per month.

X. PERIOD OF LICENSE

43. The tender will be operative for a period of 9 years from the date of award with 10% increment of license fee every year. The contract will however be reviewed after the completion of every 3 years period and the extension of the same for the further 3 year period will be at the instance of GSNMT subject to satisfactory working, on the same terms and conditions.

44. Without prejudice to right under any other Clause of the contract, GSNMT may, in the event of any breach of the conditions on the part of the bidder, cancel the contract and charge the bidder with any loss arising from such cancellation.
45. GSNMT may terminate the tender of any bidder including the successful bidder without any notice in case the bidder commits a breach of any of the terms of the tender document. GSNMT's decision that a breach has occurred will be final and shall be accepted without demur by the bidder.

XI. PERFORMANCE CERTIFICATION

46. Where applicable, the bidder's performance for each work completed in the last five years and work in hand should be certified by the responsible official from the concerned organization.
47. The certificate(s) referred to hereinabove should be enclosed with Technical bid. GSNMT officials may visit the past and present service places.

XII. LICENSING AND PERMITS

48. The bidder should have a valid License under Food Safety & Standards (Licensing and Registration of Food Business) Regulations 2011 issued by Central Food Safety and Standards Authority of India.
49. The bidder should have PAN No., GST No., P.F. Reg. No., E.S.I. Reg. No., and should submit legible attested copies of these documents with Technical Bid.
50. The bidder will be solely and exclusively responsible to adhere to all statutory obligations under Indian law in respect of compliance of all the rules, regulations and directions given by a statutory authority with regard to safety, labour laws, P.F.&E.S.I. remittance or any other prevalent laws both of Central & State Enactments.

XIII. INSURANCE

51. The successful bidder will obtain a comprehensive insurance policy including but not necessarily limited to fire insurance, personal liability insurance, natural calamity insurance etc., of the licensed area against all risks for a specified amount to cover damages, if any, occurring due to any reason or due to negligence on the part of the successful bidder or its employees. It shall be the responsibility of the successful bidder to ensure that they are in possession of valid insurance at all times during the subsistence of the license period.

XIV. FINANCIAL STABILITY AND INVESTMENT PLAN

52. The bidder should provide a clear financial proposal, including projected costs, investment plans, and expected Return on Investment (ROI) along with the Technical Bid.
53. The bidder must demonstrate financial stability and the ability to sustain operations, including addressing any challenges that may arise due to the seasonal nature or fluctuating visitor numbers.
54. The bidder should be able to cater to tourist buses and large groups, and their financial plan should include designs to attract tour operators for this purpose.

XV. PARKING

55. Paid Parking is available from 6 AM to 11 PM for 42 Buses to accommodate large/tour groups, and for 110 four-wheelers adjoining to the Restaurant block.

XVI. AUTHORIZATION

56. Individual signing the tender or other documents connected with the tender must specify whether he signs as:
 - (i) A sole proprietor of the concern or constituted attorney of such sole proprietor.
 - (ii) A partner of the firm if it is a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and refer to arbitration disputes concerning the business of the partnership either by virtue of partnership agreement or by a power of attorney duly executed by the partners of the firms.
 - (iii) Director or Principal Officer duly authorized by the Board of Directors of the company.
57. In case of (ii) a copy of the partnership deed or general power of Attorney, in either case attested by a Notary Public should be furnished or an affidavit on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished. The attested copy of the certificate or registration of firm should be attached along with the tender papers. In case of partnership firm where no authority to refer dispute concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by all the partners of the firm.
58. In case of (iii) the person signing the tender should be authorized by a resolution passed by the board of directors and a copy of the resolution attested by the Principal Officer should be attached.

XVII. EARNEST MONEY DEPOSIT (EMD) AND SECURITY DEPOSIT

59. **EMD:** The successful bidder's EMD amount will be retained by GSNMT till the contract period and will be refunded at the end of contract period without interest. No interest shall accrue on EMD amount, which will be returned after the successful completion of contract and after adjusting dues if any, of the bidder to GSNMT.
60. **Security Deposit:** The successful bidder shall pay an amount equivalent to three (3) months license fee along with applicable taxes as interest free security deposit. On the discretion of GSNMT, the EMD amount stipulated above shall be adjusted with the Security Deposit. The entire amount paid by the successful bidder as interest free security deposit will be retained by the GSNMT and shall be refunded to the successful bidder without any interest, after the successful bidder removes all its stocks, goods, furniture, equipment and other movable property from the license premises, either on expiry of the License Period or termination thereof under this agreement. The refund shall be subject to adjustment of dues and arrears, if any under this agreement, as well as any unforeseen expenditures incurred on account of damage to the premises during the operation of the license by the successful bidder.
61. **Refund of EMD Amount:** The Earnest Money without interest shall be returned to unsuccessful qualified bidders within 7 (seven) days of the date of closure of the e-auction process or cancellation of the e-auction process. The EMD of the next highest Qualified Bidder will be retained by GSNMT for up to 30 (thirty) days from the date of conclusion of the e-auction (where a Successful Bidder has been identified) in order to consider that bid in the event the original Successful Bidder is disqualified or the bid is cancelled for any reason.

XVIII. PAYMENT OF UTILITY CHARGES

62. The successful bidder shall be liable to pay water charges at the rate of Rs. 20,000/- + taxes per month and Electricity charges as per meter installed at the Restaurant. Unit rate will be according to the principal bill.

XIX. PROHIBITION ON SUB-CONTRACTING

63. No other bidder can be appointed by the approved bidder for selling any kind of food item inside or outside the Restaurant premises.
64. The bidder shall not engage the services of any sub-bidder or transfer the contract to any other person. If, it is found at any time that the bidder is unable to provide the Restaurant services and has sub-contracted to any other party, GSNMT has right to terminate the contract and to forfeit all security deposits by giving one month's notice.

XX. TIMINGS OF RESTAURANT

65. Restaurant can remain open until legal opening hours, i.e., from 8 AM till 11 PM from Monday to Sunday. The Restaurant may remain open every day of the year, except on special occasions or when a Government authority requests closures.

XXI. TERMINATION

66. The GSNMT shall be entitled to terminate the agreement at any time during the currency of the agreement by giving 90 days-notice and discharge the agreement without prejudice to other rights and remedies available to the GSNMT because of non-performance of any of the clauses of the agreement or if the successful bidder becomes insolvent or fails or neglects to carry out any of the instructions issued by the GSNMT or if it is found to have made any false or inaccurate statements or submitted any false documents to the GSNMT. The assessment as to whether there has been breach of any terms of the contract will be made by the GSNMT and its decision in this regard shall be final and binding.

XXII. ARBITRATION AND JURISDICTION

67. Disputes if any, arising out of the contract shall be settled by mutual discussion or arbitration by sole Arbitrator to be appointed by GSNMT as per the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules framed thereunder.
68. Jurisdiction in respect of the contract shall be with the Arbitral Tribunals and Courts at Delhi.

XXIII. OTHER TERMS AND CONDITIONS

69. Not more than one tender for the Restaurant shall be submitted by one bidder or bidders having business relationship. Bidders may submit a total of two bids for any two of the following - Restaurant, Cafe 1, Café 2, Café 3, or Sweet-Shop/Ice-cream parlour for which tenders are currently being floated by GSNMT on license fee basis. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e., when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
70. The tender shall remain open for acceptance for 90 days from the date of opening of tenders by the GSNMT. The time limit for acceptance may be extended by GSNMT at its discretion for such further period as it may notify.
71. Tender document with any correction, amendments, overwriting etc. shall be considered invalid and shall be rejected, except if duly initialled with seal of the bidder.

72. The bid is liable to be ignored if complete information is not given therein, or if the particulars and data (if any) asked for in the schedule to the tender are not filled in.
73. The bidder should not have any family/ relative in GSNMT.
74. The bidders submitting tender would be considered to have read and accepted all terms & conditions. No enquires verbal or written shall be entertained in respect of acceptance or rejection of the tender.
75. GSNMT reserves the right to accept or reject any or all the offers either fully or partly without assigning any reasons. Due weightage shall be given to several factor besides the Financial bid.
76. The bidder shall abide by all laws of the land including labour laws, tax deduction liabilities, welfare measures of its employees.
77. The bidder will occupy the accommodation earmarked for restaurant and kitchen and shall not occupy any other open space. Access to the roof can be provided by GSNMT for outdoor seating during special occasions. Additional open/bay space can be rented out by GSNMT for corporate events.
78. The restaurant portion shall be handed over on as is where is basis and thereafter all interior/maintenance work will be carried out by the successful bidder at his own cost with prior permission of the GSNMT. No structural change shall be allowed, however, such interior work as does not affect the structure of the premises can be carried out by the successful bidder, at his own cost after seeking prior permission of the GSNMT. It may be noted that no fixtures or immovable assets shall be permitted to be removed after the expiry of the lease duration. A list of all movable assets shall be maintained which shall be jointly signed by the bidder and GSNMT. Any addition/deletion to the movable assets shall be informed to GSNMT.
79. The successful bidder is liable to pay all costs and expenses towards operation of the restaurant. The furniture, fixtures, utensils and any other articles/equipment, internet and cable TV connections, required to run the Restaurant shall be supplied by the successful bidder at his own cost.
80. The successful bidder shall have proper valid license from concerned/prescribed authorities to prepare & serve the food items and shall comply with all norms & guidelines of the statutory authorities in this regard. The successful bidder shall be solely responsible for any consequence arising out of non-compliance of any guidelines of the concerned statutory authority and GSNMT shall be in no way responsible for the same.
81. The maintenance of the restaurant is the responsibility of the successful bidder, including the regular renovation, upgradation, touch up, paint, polish etc. and costs towards the same shall be born solely by the successful bidder. The cost of

advertisement, promotion and publicity of restaurant shall be borne by the successful bidder.

82. The successful bidder shall be responsible for the efficient management and operation of the restaurant in accordance with the high standards. The successful bidder shall be responsible for the disposal of the garbage of its restaurant and shall bear the entire cost for the same. The premises will be kept neat and tidy at all times.
83. The successful bidder shall not allow smoking or chewing of paan by any person in the restaurant premises. The serving of alcoholic beverages shall be permitted, but the successful bidder shall be responsible for obtaining requisite government permissions, licenses etc. for the same.
84. No wedding ceremonies, religious, political parties etc., shall be held in the restaurant. Music, if any, up to a maximum 65 decibel will only be allowed. The successful bidder shall ensure and provide best services and shall ensure that no complaint shall be received in this regard.
85. Use of coal, fire wood etc. is not permissible. In case coal or firewood is essential for particular cuisines, special written permission will have to be taken from GSNMT subjected to clearance from the concerned authorities which shall be obtained by the successful bidder.
86. The successful bidder shall comply with all prevailing local, state, central taxes including service and other taxes, permit fees, duties, labour laws, municipal laws and statutory requirements of central / state government. In case of non-adherence of any laws/regulations/taxes of the statutory bodies, the successful bidder shall be fully responsible for the consequences arising out of non-compliance by the successful bidder. GSNMT in no way will be responsible for the same.
87. The successful bidder shall take all precautions and safety measures for safety and security of the personnel and the GSNMT will not be responsible for any disability/injury i.e. permanent or temporary disablement caused to any catering or other staff during discharge of duties.
88. The successful bidder shall arrange at its own cost the security of the licensed premises and all assets/inventory thereof and the GSNMT shall not be responsible in any manner whatsoever for the security of the restaurant portion and the goods, equipment or any other articles stored therein. The successful bidder shall arrange to install adequate numbers of CCTV cameras covering important areas around the restaurant premises, such as stores, kitchen, front and back entrances etc., in keeping with the security requirements as applicable to establishments within Facility Block of the Humayun's Tomb World Heritage Site Museum.
89. All assets and fixtures of GSNMT comprised in the Restaurant shall always be the property of the GSNMT. The successful bidder will sign an asset handover

documentation at the instance of GSNMT. The successful bidder shall take due care of the assets and properties and shall be fully responsible for any loss or damage thereof or thereto, caused as a result of any negligence on its part.

90. The energy charges for the licensed premises shall be borne by the successful bidder on actual consumption/hrs after issuance of demand letter as per rates annexed hereto at Page 27. The energy meter shall be provided by GSNMT.
91. Revocation of license and termination of this agreement for any reason whatsoever shall not absolve the successful bidder from responsibilities, liabilities for damages and or payments accrued prior to the termination of this agreement.
92. The successful bidder will be subject to periodic monitoring, inspection and performance audits at the discretion of the GSNMT to assess compliance with the terms and conditions of the contract and applicable statutory provisions.
93. The successful bidder shall be solely liable for any complaints, or any action taken by any person against quality of food and beverage served, or other services rendered by the successful bidder or behaviour of its employees, staff and supervisors in the licensed premises. GSNMT shall bear no responsibility for the same.
94. The successful bidder shall maintain a complaint book/visitor book/ suggestion box at a prominent place in the licensed premises and in such a way that it is easily accessible to any person who wishes to record any complaint/ suggestion and the said details/book shall be open for inspection to GSNMT, as and when demanded.

Any act of the successful bidder which results in violation of this agreement or any of the terms and conditions contained therein or instructions of the GSNMT, shall give GSNMT the right to forfeit the entire amount of the security deposit in addition to the right to terminate the agreement without any notice.

95. The Terms and Conditions set out herein in the Tender Documents shall be set out in the form of a License Agreement which will be entered into between the successful bidder and the GSNMT. The License Agreement shall such contain additional stipulations with respect to various aspects of establishment and operation of the Restaurant premises as deemed to be necessary and appropriate by the GSNMT.

Name of Authorized Representative

With Official Seal

Name of Bidder:

Address of Bidder:

TECHNICAL BID - APPLICATION FORM

Earnest Money Deposit (EMD) (By way of Electronic transfer only)			
EMD Transfer UTR No. _____ Amount of EMD Rs. _____ UTR No./ DD No: _____ Dated: _____	Amount of EMD Rs. _____ UTR No./ DD No: _____ Dated: _____		
MSME Registration Status (Registered or not Registered) _____	If Registered, MSME Registration no. _____ (Scanned Copy of Registration Certificate to be enclosed)		
<u>PROFILE</u>			
1. Name: 2. Complete registered address: 3. Legal Status: (Individual, Proprietary firm, Partnership firm, Limited Company or Corporation)	_____ _____ _____		
1. Name & Designation of Contact Person 2. Mobile No. of Contact person 3. E-mail address	_____ _____		
Statutory Details (scanned copy to be attached) 1. Registration No. of the Firm 2. PAN no. 3. FSSAI registration/license 4. GST Registration No.	_____ _____ _____ _____		
Income Tax Returns for last three Financial Years (Attach scanned copy)	2021-22 _____	2022-23 _____	2023-24 _____
Details of Annual Financial Turnover (gross) with documentary support	_____	_____	_____
Having any experience of F&B service in convention halls and banqueting. If Yes, enclose documentary proof	Yes/ No		

Bank details for refund of EMD, in case of unsuccessful bidder	Name of Bank: _____
	Branch: _____
	A/c No.: _____
	IFSC Code: _____

Details of previous experience

Sr. No.	Name of the outlet with complete postal address	Type of Work	Commencement year	Estimated seating/ serving capacity

I/We, hereby, declare that: -

- (i) I/We have read and understood & agree to the Bid Documents, including Terms & Conditions forming integral part of the tender document, etc.
- (ii) I/We have read and understood the terms and conditions governing the grant and operation of tender; and
- (iii) I/We agree and undertake to be bound by the Bid Documents, and other Terms & Conditions forming integral part of the tender document.
- (iv) That I/we understand that in case of any of the above information/ documents (as given by us) is found to be incorrect, GSNMT 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 security and other deposits.
- (v) I/We have not been barred by any Department / Organisation/ Local Authority from operating an F&B outlet.
- (vi) The bid has been submitted after site inspection of the Restaurant portion and the same is to be allotted on 'as is where is' basis.

- (vii) GSNMT reserves the right to suggest different cuisines to us etc.
- (viii) 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 / may be sent to us.
- (ix) All the eligibility criteria as per tender document are fully understood and met.

Place:

Date:

(Signature)

Name of Authorized Signatory:

Designation:

Address:

Company seal:

DOCUMENTS TO BE ENCLOSED WITH TECHNICAL BID

Bid shall be submitted to the *Chief Operating Officer, Government Sunder Nursery Management Trust, Nizamuddin, New Delhi, 110013* and marked as 'Technical Bid for Restaurant'. Any bid submitted to any other address/email shall be summarily rejected. All the pages of bid being submitted must be signed & stamped wherever required and sequentially numbered by the bidder irrespective of nature of content of the documents before submitting. No correspondence will be entertained in this matter.

The following documents are to be furnished by the bidder along with Technical bid as per the tender document (As applicable):

1. Original copy of filled up Application Form-Technical bid.
2. Original documents substantiating requisite experience in the management/operation of food outlet.
3. Copy of documentary proof of minimum annual turnover during the last three Financial Years from F&B operations. CA Certificate along with audited reports for the last three financial years as a proof.
4. UTR number of electronic payment of Earnest Money of Rs. 12,60,000/- in favour of:

A/c Holder:	Government Sunder Nursery Management Trust
A/c No.:	04621300003049
Bank Name and Address:	DCB Bank Ltd., New Delhi
IFSC Code:	DCBL0000046

5. Scanned Copy of self-attested and stamped copy of valid Goods & Services Tax Registration Certificate.
6. Scanned Copy of self-attested and stamped copy of valid Trade licence.
7. Scanned Copy of self-attested and stamped copies of Eating House Licence from Local Police, and/or other licensing authorities, whichever is applicable for F&B outlets currently operated by Applicant entity.
8. Scanned Copy of self-attested and stamped copy of Registration certificate of E.P.F.O. & E.S.I. or submit a declaration that you are exempted from these Acts.
9. Scanned Copy of self-attested and stamped copy of the following:

(A) In case of Pvt./ Public Limited company:

- (i) PAN Card of all the Directors
- (ii) Memorandum and Articles of Association (in original)
- (iii) Income Tax Return of the last three financial years duly certified by a Chartered Accountant.

(B) In case of Partnership Firm:

- (i) PAN Card of all the Partners
- (ii) Certified Partnership Deed

- (iii) Income Tax Return of the last three financial years duly certified by a Chartered Accountant.

(C) In case of Sole Proprietor Firm:

- (i) Aadhar card/ Election Identity Card/copy of Driving Licence etc. for proof of identity and address
 - (ii) PAN Card of the Proprietor
 - (iv) Income Tax Return of the last three financial years duly certified by a Chartered Accountant.
10. The application should be signed by an authorized signatory duly authorized by the Company/ Partnership Firm along with a certified copy of such authorization.
11. Complete set of bid documents with (I) Technical Bid along with duly signed and notarized Affidavit on stamp paper of Rs. 100/- duly signed and notarized and Transaction details of EMD of Rs. 12,60,000/-.

DOCUMENTARY PROOF:

- I. Details of business associates, sister concerns, affiliates, subsidiaries, etc. if any duly self-attested & stamped.
- II. Date of establishment of the applicant's business in food outlets. Certificate(s) from local Bodies /authorities / Municipality /local Police /FSSAI.
- III. Annual Turnover from F&B operations. (Attach CA certificate in original)
- IV. Any documentation in support of the various eligibility and other criteria as set out in the Terms and Conditions stipulated herein.
- V. Experience in the field of F&B Operations;
 - (i) Self-attested photographic & documentary proof(s) to substantiate the claims referred of Technical bid, and
 - (ii) Copies of self-attested and stamped copies of eating house license and trade license from local police/ local bodies whichever is applicable, for all the outlets referred to in the Technical bid.
- VI. Any National/ International arrangement/ agreement in the field for operation of food courts and brands etc., if any. Copies of self-attested and stamped copies of agreement(s) or copy of Registration Certificate of Trademark.
- VII. **Operational Plans:** Bidders shall submit the following operational plans/vision statements. Each operational plan/vision statement shall be submitted on a separate sheet with self-attestation.
 - (i) **Vision Statement for Humayun's Tomb:** The vision statement for Humayun's Tomb must cover the following aspects:
 - a) What are the opportunities you see in operating from the Humayun Tomb World Heritage Site Museum?
 - b) What measures would be taken to attract national and international tourists?
 - c) What are your plans for seasonal cuisine offerings/religious festivals?

- d) Details of proposed community engagement.
- e) Details of proposed live performances/special events.

(ii) **Cuisine Plan**: Bidders shall submit a cuisine plan covering the following aspects:

- a) Tell us about your restaurant, explaining your vision for the restaurant.
- b) Source of ingredients.
- c) Reliance upon organic produce.
- d) Special/key dishes.
- e) Beverages.

(iii) **Environmental & Sustainability Practices**: Bidders shall submit a plan detailing the environmental and sustainability practices proposed to be put in place in the Restaurant, including materials to be used in serving, cleaning, packaging etc. Bidders must include a detailed Waste Management Plan.

(iv) **Interiors Plan**: Bidders shall submit a plan for the interiors of the Restaurant which explains the materials proposed to be used in furniture and furnishings, as well as the manner in which the bidder proposes to maintain harmony with the existing architecture/open setting of the Humayun's Tomb World Heritage Site Museum.

VIII. While submitting the above information bidders should ensure that they submit the following information:

- (i) Highlights about the restaurant, clearly explaining the vision for the restaurant.
- (ii) What the bidder considers to be the USP of their food/cuisine.
- (iii) Names and bio of key personnel, including any external investors.
- (iv) Average annual revenue (Attach CA certificate in original).
- (v) Bidder must give details of how ingredients are sourced by him.
- (vi) Bidder must give list of measures intended to be taken by him in order to attract national and international tourists at the Humayun's Tomb museum outlet.
- (vii) Bidder must submit his environmental sustainability measures.
- (viii) Bidder must explain the opportunities seen by him in operating from the Humayun Tomb World Heritage Site Museum
- (ix) Any other information deemed relevant by the bidder.

TECHNICAL BID - EVALUATION SHEET (100 points)

S. No.	Description	Points
	RESTAURANT – FIRST FLOOR	
1.	Business experience and capability: a) Annual turnover should be at least 500 lakhs each year in the last three consecutive financial years – A certified copy by CA is required to be attached (3 points) b) Number of outlets: In Delhi / Elsewhere – 2 or above (3 points) c) Number of covers: +100 covers in total (4 points) d) Years of operation: 3-5 years (2 points) e) Years of operation: 5 years and above (3 points)	15 points
2.	Vision Statement for Humayun's Tomb a) What are the opportunities you see in operating from the Humayun Tomb World Heritage Site Museum (5 points) b) What measures will you take to attract national and international tourists (7 points) c) Special food for seasons/ regional festivals (10 points) d) Community engagement (3 points) e) Live performance / special events (5 points)	30 points
3.	Cuisine a) Tell us about your café/ restaurant, explaining your vision for the café/ restaurant. (10 points) b) Source of ingredients (5 points) c) Organic (5 points) d) Special/key dishes (10 points) e) Beverages (5 points)	35 points
4.	Environmental sustainability measures Please submit a detailed plan for waste management.	10 points
5.	Interior a) Materials for furniture, etc. (5 points) b) Harmonious with the architecture/ open setting (5 points)	10 points

FINANCIAL BID

Area	Reserve Price
Restaurant Area (Public Dining)	Base Minimum Guarantee Rs. 14,00,000/- + applicable taxes per month subject to increase
Kitchen Area	

1. The auction will be conducted via an electronic auction platform the details of which will be notified subsequently to all bidders who have been successful in qualifying in the Technical Bid.
2. The online e-auction will commence and be carried out as per the timelines which will also be notified subsequently to all bidders who have been successful in qualifying in the Technical Bid.
3. The e-auction shall commence at a price equal to the Reserve Price. The bidder will raise the minimum of 2.5% bid from the reserved price.
4. The GSNMT shall not have any liability towards prospective bidders for any interruption or delay in access to the online platform, irrespective of the cause, failure of internet connections, server problems etc.
5. GSNMT reserves the right to modify the procedure, timings and other terms and conditions of the financial bid should such modifications become necessary. All such modifications will be duly communicated to all bidders who have been successful in qualifying in the Technical bid.

Charges applicable for various services/utilities for the Restaurant

Services/ Utility	Rates
Electricity charges	As per actual electricity consumption on meter reading basis. The rate per unit will be as per principal bill.
Water charges	At the rate of Rs. 20,000/- per month.
Gas connection (if available)	As per the discussion with prospective bidders in the pre-bid meeting.
AC charges	As per actual electricity consumption on a meter reading basis. The rate per unit will be as per actual monthly electricity bill.

Note:

- (i) The above charges are subject to change without notice.
- (ii) Government taxes, as applicable from time to time, will also be payable on all the services.

