

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

NOTICE INVITING TENDER

For

Operation of Café/Food Kiosk

at

Sunder Nursery, Nizamuddin, New Delhi 110013

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 operating “Café/Food Kiosk” at Sunder Nursery, Nizamuddin, New Delhi 110013 on two bid system from vendors having a minimum of three (3) years of experience in running a café or similar food service establishment.

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.	SN/2025-26/Food Kiosk/004	Running a Food Kiosk at Sunder Nursery, Nizamuddin, New Delhi 110013	Monday, 29 th December 2025 (11:00 am)	Rs.6,30,000/- (2.5% of Rs. 7,00,000/- pm minimum reserve price x 36 months)	Rs. 5,000/- (inclusive of tax)

2. **Application Form:** Tender documents for running “Café/Food Kiosk” at Sunder Nursery, Nizamuddin, New Delhi 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.	SN/2025-26/Food Kiosk/004
2.	Type of tender	Open tender under two bid system (Technical & Financial)
3.	Name of tender	Running a Café/Food Kiosk at Sunder Nursery
4.	Availability of tender	1. At the office of Government Sunder Nursery Management Trust, New Delhi located at Nizamuddin, New Delhi, 110013 2. Sunder Nursery website: www.sundernursery.org/home.php
5.	Tender inviting authority	GSNMT
6.	Tender fee	Rs.5,000/- in the form of a Demand Draft in favour of Government Sunder Nursery Management Trust (non-refundable).
7.	Earnest Money	Rs.6,30,000/- in shape of Demand Draft in favour of “ Government Sunder Nursery Management Trust ” (refundable without interest to unsuccessful bidders)

8.	Publish Date	Monday, 24 th November, 2025
9.	Bid document purchase start date and end date	<p>Start date: Monday, 24th November, 2025</p> <p>End date: Tuesday, 16th December, 2025 (till 4 pm)</p> <p>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 a Demand Draft on or before <u>Tuesday, 16th December 2025</u> (till 4 pm).</p> <p>Only paid bidders with paid tenders will be considered for the Pre-bid meeting and submission of Tender documents.</p>
10.	Pre-Bid Meeting	Wednesday, 17 th December, 2025 at 4 pm
11.	Queries to be raised Post-Bid meeting	<p>Start date: Wednesday, 17th December, 2025 6 pm onwards</p> <p>End date: Friday, 19th December (till 5 PM)</p>
12.	Response to Query	Tuesday, 23 rd December, 2025
13.	Bid submission	<p>Start date: Wednesday, 24th December, 2025 10 am onwards</p> <p>End date: Friday, 26th December, 2025 (till 5 pm)</p>
14.	Technical Bid opening date and time	Monday, 29 th December, 2025 at 11:00 am
15.	Financial bid date and time	The date of the financial bid (e-auction) will be communicated to successful bidders via phone and email at their provided address after the evaluation of technical bids is completed.
16.	Tentative Opening Date (Subject to revision by GSNMT)	February / March 2026

3. **Area-Licensed Premises:** The area of the Food kiosk is given as under:

Lockable covered space for kitchen with water and drainage connection and electricity connection	57 sqm.
In addition, above a covered pavilion for table, chairs and storage	101 sqm.
The total area inclusive of kitchen, covered pavilion and open area will be (approx.)	1250 sqm.

A copy of the drawing indicating the layout of the Food Kiosk 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 Sunder Nursery 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 will give an opportunity to the bidders to clear all doubts and clarification 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. Bidders are advised to follow the instructions for submission of bids given in the tender document.
7. Not more than one tender shall be submitted by one bidder or bidders having business relationship.
8. Bidder must pay Rs.5,000/- towards application fee (towards purchase of the tender documents) on or before Tuesday, 16th December, 2025 before 4.00 pm and Earnest Money Deposit (hereinafter referred to as ‘EMD’) of Rs.6,30,000/- (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 the bidder shall not have any claim whatsoever 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 cost of tender documents 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. S/He should only submit her/his bid if s/he considers her/himself eligible and s/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 three (3) years’ experience (in its own name, i.e. the name of the applicant business entity) in operating Café or similar food service establishment 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) Post submission of the tender, 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 Page 21-25, and (iii) Financial Bid which shall be conducted by e-auction in the manner specified in Financial Bid document annexed hereto at Page 27.
- (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 Food kiosk'.
- (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

The selection committee representing 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 (E-auction).

STAGE-II

Financial Bid (E-auction)

Selected bidders will be informed about the process of 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 26.

TERMS AND CONDITIONS OF TENDER

FOR RUNNING CAFÉ/ FOOD KIOSK AT THE SUNDER NURSERY

I. BUSINESS EXPERIENCE AND CAPABILITY

1. Only a reputed entrepreneur having an undisputed experience of at least three (3) years in operating Café or similar food service establishment 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.7 crores in the last three financial years i.e. FY 2022-23, 2023-24 and 2024-25 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. **Capacity Handling:** Proof of ability to serve 1000 + covers per day during peak demand (aligns with Sunder Nursery weekend crowd size). The bidder should be currently operating five or more F&B outlets in its own name, i.e. the name of the applicant business entity and not less than 500 sq. feet. each café.
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 café/ food kiosk 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 café/ food kiosk/ 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. **No Alcohol Service:** Operator must commit to a **zero-alcohol** menu to preserve family-friendly and cultural ethos.
9. The bidder should be in a position to cater casual all-day dining items and environmentally friendly options with an emphasis on authentic flavours, high-quality ingredients, and innovative presentation. Prior experience in serving similar cuisine would be preferred.

10. The menu should offer diverse options that cater to various dietary preferences, including vegetarian, vegan, gluten-free, and other special dietary needs. Average Per Cover (APC) Band: Rs.350/- to Rs.400/-. Please attach a detailed menu that operators would like to serve in Sunder Nursery.
11. **Consistency in ratings:** At least 4-star average rating across three major platforms (Zomato, Google, Swiggy) over the past 12 months.
12. 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 farms and purveyors/ suppliers, thereby minimising food miles.
13. **Café chains catering to in 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.
14. 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

15. The bidder must adopt eco-friendly practices, including using biodegradable or recyclable packaging (e.g. paper straws, compostable cups and cutlery), minimizing food waste, and implementing sustainable sourcing of ingredients.
16. A sustainable waste management system should be prioritised by the bidder, such as segregated waste, separating recyclables, composting organic waste and reducing the use of single-use plastics (like plastic straws and containers).
17. The bidder should demonstrate commitment to energy-efficient operations, including the use of energy-efficient appliances and lighting to reduce the café's carbon footprint.
18. The bidder should incorporate water-saving and energy-saving technologies into kitchen operations and overall building design, such as low-flow faucets.
19. 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.
20. Preference will be given to applicants who source organic, locally grown, and/or fair-trade ingredients.

IV. DESIGN AND AESTHETIC COMPATIBILITY

21. The successful bidder should ensure that the café interiors are in harmony with the natural surroundings.
22. The Café interior should be temporary or semi-permanent and capable of being dismantled without causing long-term environmental impact or damage to space. The GSNMT shall be entitled to require modifications or variations to aspects of the interiors of the café/ food kiosk 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 regulations, including food safety certifications including food handling, storage, and sanitation procedures.
25. Proper sanitation procedures must be in place to ensure cleanliness, especially considering the high traffic. 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.
26. The café must ensure accessibility inside the café for people with disabilities, including wheelchair access.
27. The bidder must ensure that their staff is trained in food safety, emergency procedures, and customer service to maintain a high standard of operations.
28. The bidder will be expected to make the arrangements for keeping all eatables free from flies and insects.
29. 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 food kiosk. The bidder will be required to adhere to all health, hygiene and sanitation standards as are applicable to all establishments operating within the Sunder Nursery.
30. The bidder will be expected to take all safety measures while running food kiosk and will keep First-Aid box for the persons deployed to work in food kiosk. The bidder will be required to adhere to all safety regulations and standards as are applicable to all establishments operating within the Sunder Nursery.

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 Sunder Nursery.

VI. COMMUNITY ENGAGEMENT AND CULTURAL INTEGRATION

32. The operator should demonstrate a commitment to supporting the local community through initiatives e.g., hiring local staff.
33. Proposals for community or park-related events (e.g., outdoor movie nights, local artisan markets) that align with the site vision are encouraged.
34. 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

35. 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 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 café/ food kiosk at Sunder Nursery, Nizamuddin, New Delhi. 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.

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 26.

VIII. OPERATIONAL AND STAFFING REQUIREMENTS

36. 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.

37. The bidder should outline a staffing plan that includes chefs, waitstaff, and managerial staff, as well as training and professional development plans for employees.
38. 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).
39. 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 café/ food kiosk 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 final amount quoted by the Successful Bidder in the Financial Bid i.e., during the e-auction process. The license fee will be subject to annual 7% increment.
40. In addition to 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 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 café/ food kiosk at Sunder Nursery is Rs.700,000/- (*Rupees Seven Lakh Only*) per month along with applicable GST per month.

X. PERIOD OF LICENSE

43. The tender will be operative for a period of 3 years from the date of award with 7% increment of license fee every year. The contract will, however, be reviewed after three years and may be extended up to another three years at the discretion of GSNMT, 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 three 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 must obtain all necessary permits and licenses to operate a café within the park, including health permits, food handling certifications, and business licenses. The bidder must adhere to all municipal guidelines.
51. 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

52. 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

53. The bidder should provide a clear financial proposal, including projected costs, investment plans, and expected Return on Investment (ROI) along with the Technical Bid.
54. 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.
55. 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

56. Paid Parking is available in Sunder Nursery.

XVI. AUTHORIZATION

57. 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.
58. 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.

59. 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
60. The bidder must submit a declaration confirming that no criminal cases are pending against the owner. If there are any ongoing cases or if they have been convicted, please provide the details.

XVII. EARNEST MONEY DEPOSIT (EMD) AND SECURITY DEPOSIT

61. EMD amount and Refund:

The EMD amount will be 2.5% of the 36 months of Reserve price (before GST).

The EMD amount will be refunded in two parts.

EMD amount of those bidders whose bid doesn't qualify for the financial bid (E-auction), will be refunded within 7 days from the date of completion of the technical bid opening process as per the schedule given in the Critical Date Sheet.

EMD amount of those bidders who qualify for the financial bid (E-auction), will be retained by GSNMT and will be refunded (except for H1 & H2) within 7 days from the date of successful completion of financial bid (E-auction) as per the schedule given in the Critical Date Sheet.

The EMD of successful bidder's will be retained by GSNMT. The successful bidder will be given the opportunity to adjust the EMD amount with proposed Security deposit. In case bidder is interest to pay the security deposit separately, EMD value will be refunded after receiving the security deposit.

62. EMD amount of H2 bidders will be refunded within 30 days from the date of successful completion of financial bid (E-auction) as per the schedule given in the Critical Date Sheet, in order to consider that bid in the event the original Successful Bidder is disqualified, or the bid is cancelled for any reason.

No interest shall accrue on EMD amount.

63. **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 request of the bidders GSNMT has the discretion if, 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.

XVIII. PAYMENT OF UTILITY CHARGES

64. The successful bidder shall be liable to pay water charges at the rate of Rs.15,000/- + taxes per month and Electricity charges as per meter installed at the café/ food kiosk. Unit rate will be according to the principal bill.

XIX. PROHIBITION ON SUB-CONTRACTING

65. No other bidder can be appointed by the approved bidder for selling any kind of food item inside or outside the café/ food kiosk premises.
66. 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 café 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 CAFÉ/ FOOD KIOSK

67. The café/ food kiosk can remain open as per the timings of the Sunder Nursery operations timing. The café/ food kiosk may remain open every day of the year, except on special occasions or when a Government authority requests closures.

XXI. TERMINATION

68. 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.

XXII. ARBITRATION AND JURISDICTION

69. Dispute 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.
70. Jurisdiction in respect of the contract shall be with the Arbitral Tribunals and Courts at Delhi.

XXIII. OTHER TERMS AND CONDITIONS

71. GSNMT will not be held responsible for damages caused due to over flooding of the lake due to rain or any other reason.
72. The Agency is required to procure all the raw materials for cooking/ preparing and thus cooked/ prepared should be in compliance with rules and regulations of FSSAI.
73. Sufficient fire safety measures should be arranged by the Agency and the Agency should obtain Fire License Certificate.
74. The Agency shall ensure that staff engaged for the purpose are well trained, polite and free from communicable diseases. The staff should be well dressed in a uniform. Each employee shall wear a photo identity card provided by the Agency and approved by the GSNMT.
75. The Agency will be solely responsible for all payments and observance and compliance of relevant provisions of labour laws/rules/regulations etc. in respect of their employees and the business of running the food shop. ***GSNMT or its authorized representatives will have no liabilities whatsoever with regard to such statutory compliances and payments.***
76. The Agency shall maintain a suggestion and complaint book and the suggestion recorded therein will be given due consideration; this book must be readily available for inspection by the GSNMT officials whenever called for.
77. The entire arrangement should ensure minimal pollutions. The Agency will be responsible for maintaining high standards of hygiene and cleanliness in the food shop, dining area and storeroom and for full observation of all relevant regulations of Government and GSNMT.
78. The selected Agency shall not carry out any other business other than running of food kiosks in the premises of Sunder Nursery under any circumstances. Finding this, GSNMT shall have right to terminate the agreement/license for running of kiosk at Sunder Nursery with immediate effect.
79. GSNMT and affiliated SHG's from Nizamuddin operates three kiosks in Sunder Nursery.
80. On Weekends, Sunder Nursery sets up an Organic and Lifestyle Market (The Bazaar) for 07.00 am to 02.00 pm. The weekend market includes food vendors also.
81. In case of events in amphitheater or any other hired event places pop-up food stalls may operate on those event days.

82. All vendors should familiarize themselves with Sunder Nursery, site of the Food Kiosk, available facilities, objectives of Sunder Nursery prior to submitting the bid. Please email to Mr. Hardeep Thakur, Chief Operating Officer at hardeep.thakur@sundernursery.org to set up an appointment.
83. Should the license of the awardee get cancelled due to any reason before the commencement of the tenure, the second or third ranked awardee in this auction process will be invited to run the Café/Food kiosk.
84. To ensure social distancing, the selected vendor will be able to spread tables/ Chairs across an area of over 1000 sqm.
85. Service will be permitted to only customers which can include groups. However, shortlisted vendors are not allowed to take bookings for 'parties' of over 25. Sunder Nursery leases out spaces for parties and there will be a separate charge from GSNMT for such events.
86. There are no time restrictions from GSNMT for supplies to be dropped off at the Food kiosk. Usual traffic regulations need to be followed and advised to avoid daytime during the weekends.
87. Vendors proposing additional commercial activity should provide these details for GSNMT consideration together with the application. However, these will not be accounted for in the judging of the application.
88. Agency shall consult with GSNMT before introduction of additional brands or menu in the Food Kiosk during the entire Lease tenure.
89. Food delivery agencies are not allowed to enter Sunder Nursery without paying the parking and entrance charges.
90. 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.
91. 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.
92. 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.

93. 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.
94. The bidder should not have any family/ relative in GSNMT.
95. 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.
96. 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.
97. The bidder shall abide by all laws of the land including labour laws, tax deduction liabilities, welfare measures of its employees.
98. The bidder will occupy the accommodation earmarked for café and kitchen and shall not occupy any other open space.
99. The café 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.
100. The successful bidder is liable to pay all costs and expenses towards operation of the café/ food kiosk. The furniture, fixtures, utensils and any other articles/equipment, internet and cable TV connections, required to run the café shall be supplied by the successful bidder at his own cost.
101. 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.
102. The maintenance of the café 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 café shall be borne by the successful bidder.

103. The successful bidder shall be responsible for the efficient management and operation of the café in accordance with the high standards. The successful bidder shall be responsible for the disposal of the garbage of its café and shall bear the entire cost for the same. The premises will be kept neat and tidy at all times.
104. The successful bidder shall not allow smoking or chewing of paan by any person in the café/ food kiosk premises.
105. No wedding ceremonies, private parties, religious, political parties etc., shall be held in the café. Music, if any, up to a maximum 50 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.
106. 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.
107. 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.
108. 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.
109. 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 café 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 café premises, such as stores, kitchen, front and back entrances etc., in keeping with the security requirements as applicable to establishments within Sunder Nursery.
110. 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.
111. All assets and fixtures of GSNMT comprised in the café shall always be the property of the GSNMT. The successful bidder will sign 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.

112. 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 28. The energy meter shall be provided by GSNMT.
113. 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.
114. 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.
115. 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.
116. 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.
117. 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 contain additional stipulations with respect to various aspects of establishment and operation of the café/ food kiosk 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)			
Amount of EMD:	_____		
Bankers' Cheque/ DD No.:	_____		
Dated:	_____		
<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 the last three Financial Years (Attach scanned copy)	2022-23 _____	2023-24 _____	2024-25 _____
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		

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 café 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 Café/ food kiosk'. 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. Scanned copy of self-attested and stamped copy of valid Goods & Services Tax Registration Certificate.
5. Scanned copy of self-attested and stamped copy of valid Trade licence.
6. 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 the Applicant entity.
7. 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.
8. 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 Returns 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.
- 9. The application should be signed by an authorized signatory duly authorized by the Company/ Partnership Firm along with a certified copy of such authorization.
- 10. 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.

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 a copy of the Registration Certificate of Trademark.

TECHNICAL BID - EVALUATION SHEET (100 points)
(Qualification marks will be a minimum of 80 points)

S.No.	Description	Points
1.	Business experience and capability: a) Annual turnover should be at least Rs.7 (seven) crore each financial year in the last three consecutive financial years – A certified copy by CA is required to be attached (10 points) b) Number of outlets: In Delhi / Elsewhere – 5 or above (5 points) c) Number of covers: +100 covers in total (4 points) d) Years of operation: 3 years (3 points) e) Years of operation: above 5 years (3 points) f) Capacity Handling: Proof of ability to serve 1000+ covers per day during peak (5 points)	30 points
2.	Variety of Cuisine with emphasis on foods considered healthy. Sunder Nursery lays emphasis on cultural heritage and ecological preservation. Preference would be given to vendors providing traditional foods of India – matching the objectives of Sunder Nursery in this regard.	10 points
3.	Variety of Menu being offered in terms of cuisine as well as price range, including variety on offer during different times of the day. Please attach a detail menu with pricing - Average Per Cover (APC) Band: Rs.350/- – Rs.400/-	20 points
4.	Percentage of cooking at GSNMT Preference shall be given to vendors with off-site facilities to pre-cook portions of the Menu.	12 points
5.	Turnover/visibility/brand recall of the operator. At least a 4-star average rating across three major platforms (Zomato, Google, Swiggy) over the past 12 months.	8 points
6.	Environmental impact of operations. Please note that Sunder Nursery is a Zero Plastic Zone. No food items can be served in plastic-made utensils. <i>The Bidder should have/showcase the capability of executing and serving food in biodegradable containers for takeaway since takeaway is the most preferred choice of most of the Customers.</i> Please submit a detailed plan for waste management.	10 points
7.	Interior: a) Materials for furniture, etc. (5 points) b) Harmonious with the architecture/ open setting (5 points)	10 points

FINANCIAL BID

Area	Reserve Price
Café/Food Kiosk Area	Base Minimum Guarantee Rs. 7,00,000/- + applicable taxes per month subject to increase

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 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 Cafe/ Food kiosk

Services/ Utility	Rates
Electricity charges	As per the actual electricity consumption on a meter-reading basis, the rate per unit will be as per the principal bill.
Water charges	At the rate of Rs. 15,000/- per month

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.

Layout of the Café/Food Kiosk

