DOCKET NO.3/BBP/Feed/Feed CR-2/2020-21

Date: 19/08/2020

Detailed e-Procurement Notification

Sub: Re-tender for Supply of live white rats, mice & white rabbits for the captive wild animals of Bannerghatta Biological Park, Bannerghatta, Bangalore

The Executive Director, Bannerghatta Biological Park, Bannerghatta, Bangalore, a unit of Zoo Authority of Karnataka, herein after referred as tender Inviting Authority, has invited re e-tender from the reputed firms/contractor for supply of live white rats, mice & white rabbits for the captive wild animals of Bannerghatta Biological Park for one year from the date of agreement.

The schedule of events is as follows:

<table>
<thead>
<tr>
<th></th>
<th>SCHEDULE OF EVENTS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tender documents will be available in e-procurement portal</td>
<td>19-08-2020 onwards</td>
</tr>
<tr>
<td>2</td>
<td>Last date and time for tender queries and clarifications</td>
<td>03-09-2020</td>
</tr>
<tr>
<td>3</td>
<td>Last date and time for Uploading bid documents</td>
<td>04-09-2020 up to 4.00 P.M</td>
</tr>
<tr>
<td>4</td>
<td>Last date and time for opening of tender in the Office of the Executive Director, Bannerghatta Biological Park, Bangalore – 560 083</td>
<td>06-09-2020 at 11.30 AM</td>
</tr>
</tbody>
</table>

The tender documents may be downloaded from Government of Karnataka e-Procurement website [https://eproc.karnataka.gov.in](https://eproc.karnataka.gov.in)

Schedule

<table>
<thead>
<tr>
<th>Unit No. 5 - Supply of live white rats, mice &amp; white rabbits etc.,</th>
<th>Approximate cost of the commodities: ₹ 30.00 lakhs</th>
<th>EMD to be furnished: ₹ 0.75 lakhs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Live white rats (Wister Rats)</td>
<td>7800 Nos</td>
</tr>
<tr>
<td>2</td>
<td>Live mice (SAM)</td>
<td>3900 Nos</td>
</tr>
<tr>
<td>3</td>
<td>Live white rabbits(NZ)</td>
<td>468 Nos</td>
</tr>
</tbody>
</table>
TERMS & CONDITIONS

1. Tenders sent otherwise than through e-Procurement portal will not be considered.
2. The Tender form will be available in e-Procurement portal, https://eproc.karnataka.gov.in (Department Selection: Zoo Authority of Karnataka).
3. In case of re-schedule of events due to unavoidable circumstances, same will be notified in due course.
4. Tenders received late or those with incomplete information or not in accordance with the terms and conditions of this tender are liable for rejection.
5. The persons who are convicted in a court of law for offences involving moral turpitude in relation to his business dealing or black listed or insolvent or who have failed to pay the Government dues or who are minors will not be accepted and the earnest money deposit kept by them with the tenders will be liable to be forfeited to Zoo Authority of Karnataka.
6. The tender should be accompanied by Address Proof, Copy of PAN Card, GST registration, Aadhar card and Income Tax Returns filed during the year 2018-19 and 2019-20.
7. The tender should be accompanied with prescribed EMD which shall be paid through e-Procurement portal.
   Mode of Payments:
   i. Credit Card
   ii. Debit Card
   iii. NEFT
   iv. OTC
   For more information and help contact e-procurement cell – 080-22371090/22340060/22340948
8. Any tender submitted without the earnest money deposit (EMD) will not be accepted at any cost and shall stand rejected.
9. The total amount computed for all items of commodities in the unit at rates offered by individual tender will be considered for the acceptance as a unit of tender.
10. The rates should be quoted for all items of that unit as so much per number for each of item, as the case may be as detailed in the schedule.
11. The quantities shown in the schedule are approximate. The requirement may increase or decrease depending upon the necessity. The tenderers are bound to supply the quantities at the accepted rates only.
12. The EMD of the unsuccessful tenderers will be returned/ refunded after the tenders are finally accepted.
13. If the L-1 tenderer withdraws his offer after submission of his tender, the EMD paid by him in connection with this tender, shall be forfeited to Zoo Authority of Karnataka.
14. A Tender submitted/offered by more than one person shall not be accepted unless such persons are members of a registered company or firm and the tender submitted or made is on behalf of such company or firm. In case it is not possible for all the partners to sign the tender, there should be a power of attorney issued by the competent authority in favour of the person signing the tender and enclose the same to the tender form.
15. The tenderer/ contractor is liable to be disqualified at any stage of tender or contract if it is revealed that they have made false representation in forms, statements, affidavits and attachments submitted in proof of qualification required, and suitable action as deemed fit may be taken by the Executive Director, Bannerghatta Biological Park, Bangalore.
16. All the tenders shall remain open for acceptance by the competent authority for a period of 90 days from the date of receipt of the tenders. The date of notifying the orders of acceptance of the successful tenderers on the notice board of the office of the undersigned shall be deemed to be the date of communication of acceptance of the tender to the successful tenderer.

17. Tender accepting authority (Member Secretary, Zoo Authority of Karnataka) reserves the right to accept or reject any or all tenders without incurring any liability or obligation to inform the applicants of the reasons for such action. The competent authority has the right to negotiate with the tenders who have offered competitive lowest rates unit wise for further lowering the rates and finalize the contract in the interest of Government.

18. **The successful Tenderer, within 15 (fifteen) days from the date of communication of acceptance of the tender shall deliver to the Employer a Security deposit for an amount equivalent to 10% of the tendered amount in the form of Demand Draft, Bankers Cheque, specified small savings instruments or irrevocable Bank guarantee and shall execute an agreement on a stamp paper of requisite value of ₹ 200/- as per Stamp Act. The security deposit shall be kept with the Executive Director, Bannerghatta Biological Park till the completion of the contract period, and released thereafter subject to satisfactory completion of tender period.**

19. The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Security Deposit.

20. If the successful tenderer fails to come and enter into an agreement within 15 days of announcement/communication of the successful tenderer, an offer may be made to the second highest tenderer, and an agreement may be executed with him. In such case, the EMD furnished by the highest tenderer will be forfeited.

21. The period of contract shall be for a period of **one year from the date of execution of agreement**. However, the Executive Director, BBP Bangalore reserves the right to extend the duration of the contract beyond original contract period until finalization of the next tender. The contractor has to supply the feeding stock during the extended period at the same rates and conditions until such time the fresh contract is finalized.

22. The firm/contractor should supply the commodities as per regular indents placed by the Assistant Director (Veterinary Service), BBP except under emergency conditions in which case only one day notice will be given. The commodities shall be got counted at BBP and deposited at the scheduled place every day as per the scheduled time i.e. 9:00 AM. The receipts in triplicate should be obtained then and there itself for the correct quantities delivered, as no complaints will be entertained later. Bills not supported by such receipt will not be paid.

23. The firm/contractor should supply good and approved quality-feeding stock. He shall also replace the stock rejected due to inferior quality/infections the same day, failing which the Assistant Director (V.S), BBP will be at liberty to purchase them from elsewhere and debit the extra cost if any incurred thereby to the account of the contractor which may be recovered out of his bills and security deposit furnished by him, apart from the fine determined by the Executive Director.

24. The contractor shall supply the full quantity of indent placed. Quantity and quality will be check measured by the Assistant Director (Veterinary Service), BBP or any other officer authorized.

25. If due to infectious, disease, inferior quality of supply or due to short supply, there happens any death or ailment to any captive animal, the loss thereof shall be determined by the Executive Director and liable to be recovered from the contractor as per the Prevention of Food Adulteration Act, 1954 and Food Safety and Standards Act, 2006, his agreement will be terminated and the EMD will be forfeited to ZAK apart from initiating criminal proceedings and black listing the contractor.

26. For supplies made during the month, payment will be made as soon as possible, after tenth of the succeeding month on production of regular bills in triplicate and together with all connected
27. The contractor should furnish photo identity cards of the authorized agents who will physically give delivery of goods at the Bannerghatta Biological Park. Identity cards shall be provided by the contractor. Failing which they will not be admitted into the Bannerghatta Biological Park. It is made mandatory so as to distinguish from the unauthorized person entering into the park. The authorized employees of the contractor shall be responsible for all the commissions and omissions caused by them, and the undersigned will view such commissions and omissions as if they were committed by the contractor himself.

28. The person/firms should not engage addicted alcoholic/drug users on any job in the facility created in the schedule property since, this facility has to run to cater to the needs of national and international tourists.

29. The contractor shall not engage any staff of Zoo Authority of Karnataka for any work.

30. The person/firms shall pay wages to their workers at the rates not less than minimum wages as notified by state Government from time to time, failing which, the person/firms will be responsible for all consequences.

31. The person/firms should not engage in employing any child labours.

32. The person/firms will be responsible for making payment of pay & allowances, including PF, ESI, leave salary, bonus, etc., to the workers engaged by him.

33. The person/firms is solely responsible for all the claims and rights as guaranteed under Labour Act, Industrial Dispute Act or any other Acts in vogue for the workers engaged by him and the BBP will in no way be connected or concerned or responsible.

34. The contract shall not be sublet or transferred without written permission of the Executive Director, Bannerghatta Biological Park.

35. The Zoo Authority of Karnataka shall not be liable in any manner for the non-implementation of various other laws like Labour Laws, Provident Fund Laws, etc. It is the responsibility of the contractor to ensure that these statutory obligations are discharged promptly.

36. For any infringement of the conditions laid down in the agreement, the contractor is liable to pay the penalty of suitable amount as determined by the Executive Director, Bannerghatta Biological Park. The penalty shall be paid by the contractor within seven days.

37. The tenderer should abide by the provisions of existing law in force, with regard to quality, transportation, taxation, etc., during the course of supply of feeding stock. BBP shall not be responsible for any violation committed by the tenderer.

38. For any infringement of the conditions laid down in the agreement, the contractor is liable to pay the penalty of suitable amount as determined by the Executive Director, Bannerghatta Biological Park. The penalty shall be paid by the contractor within seven days. In case of severe infringements, the Executive Director reserves the right to cancel the agreement. In case of cancellation of the contract alternate arrangement will be made to get the supplies either in the open market or by calling fresh quotations at the risk and cost of the original tenderer. The loss caused to ZAK on account of re-tender if any shall be recoverable from the defaulting tenderer as an arrears to ZAK as per existing rules. Defaulting tenderer, will however have no right to claim profit, if any, accruing due to the tender.

39. Besides the above conditions, any additional conditions found necessary will be added at the time of execution of agreement.

40. If there is a prima facie case of violation of any of the above conditions of this contract by the tenderer, the tenderer is liable for legal action/penalty/forfeiture of security deposit/black listing/termination of contract/temporary suspension of contract, depending upon the gravity of omissions and commissions.
41. In all matters of dispute pertaining to this contract between the contractor and the undersigned, the matter will be referred to the Member Secretary, Zoo Authority of Karnataka, Mysore, whose decision will be final and legally binding.

42. All appeals shall lie with the Member Secretary, Zoo Authority of Karnataka, Mysore, whose decision shall be final and binding in all matters pertaining to this contract.

43. These tender conditions shall form part and parcel of the tender agreement to be executed with the successful tenderer.

44. Further, in case of any query, clarification may be had from the undersigned and also refer website https://eproc.karnataka.gov.in The tenderers need to be registered in e-procurement cell, Room No. 141, Gate No. 2, 1st floor, M.S. Building, Bangalore to obtain user ID and Password for participating in e-Tender. For more details please contact e-procurement cell – 080-22371090/22340060/22340948

Executive Director
Bannerghatta Biological Park,
Bannerghatta, Bangalore