Detailed short term e-procurement re-tender notification

Sub: Tender for Supply of beef for the Captive carnivore wild Animals housed at various units of Bannerghatta Biological Park, Bannerghatta, Bangalore for one year from the date of agreement.

The Executive Director, Bannerghatta Biological Park, Bannerghatta, Bangalore, a unit of the Zoo Authority of Karnataka (ZAK), herein after referred as Tender Inviting Authority, has invited short term e-tender from the eligible contractors for supply of beef for the captive carnivore wild animals housed in Zoo, safari and Rescue Center of Bannerghatta Biological Park for one year from the date of agreement.

**SCHEDULE OF EVENTS**

<table>
<thead>
<tr>
<th></th>
<th>Event Description</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Tender documents will be available in e-procurement portal</td>
<td>13-08-2020 onwards</td>
</tr>
<tr>
<td>2</td>
<td>Last date and time for tender quarries and clarifications</td>
<td>27-08-2020</td>
</tr>
<tr>
<td>3</td>
<td>Last date and time for Uploading bid documents up to 4.00 P.M</td>
<td>28-08-2020</td>
</tr>
<tr>
<td>4</td>
<td>Last date and time for opening of tender at 11.30 AM in the Office of the Executive Director, Bannerghatta Biological Park, Bangalore – 560 083</td>
<td>31-08-2020</td>
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</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](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 reputed firms/suppliers are required to produce the scanned copy of the following certificates.
- Trade License Certificate issued by Health Department (Animal Husbandry Section), Bruhat Bangalore Mahanagara Palike/Government Authority with renewal receipt.
- FORM-C’ License under Food Safety and Standards Act, 2006 from Bruhat Bangalore Mahanagara Palike/Government Authority, with renewal receipt.
- Slaughter Certificate issued by the officers of Civil Slaughter House, Bruhat Bangalore Mahanagara Palike, East Zone Bangalore/Any authorized Slaughter House.
- Copy of Zoo registration (to be submitted to BBP before last date of uploading bid document).
- Copy of PAN card.
- Copy of GST Registration.
- Copy of Aadhar card.
- Address Poof.

7. COVID-19 precautions to be taken as follows
   a) Persons contact with any COVID-19 positive cases should not be allowed to meat processing plant.
   b) Persons in home quarantine should not be allowed to work in meat processing plant.
   c) The workers with fever, cough, sneezing or any other illness should not be allowed to work in the meat processing plant.
   d) Ensure that slaughter house facility should be cleaned and sanitized before slaughtering the animal to prevent the COVID-19 contamination.
   e) The workers involved in meat processing should followed the Government COVID-19 Protocols such as social distancing, washing hands, wearing face mask, hand gloves and other sanitary measures during slaughter and meat processing.
   f) The meat transportation vehicle should be cleaned with hot water and sanitized with admissible disinfectant, which should not harm humans/animals/meat.
   g) One should followed the Government COVID-19 orders, which meant for meat processing and transportation.

8. 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 – 080-22371090/2234060/22340948

9. Any tender submitted without the earnest money deposit (EMD) will not be accepted at any cost and shall stand rejected.

10. Tenderer should quote his rate per Kg which should be inclusive of all taxes.

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

22. 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.

23. 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.

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

25. 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.

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

27. 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.

28. 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
29. 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.

30. 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 articles during the extended period at the same rates and conditions until such time the fresh contract is finalized.

31. The tenderer should supply the beef as per regular indents placed by the Range Forest Officer (Zoo/Safari/Butterfly) or Assistant Director (Veterinary Service), Bannerghatta Biological Park. In case of variation in the indented quantity, one-day in advance notice will be given. The commodities shall get weighed at Bannerghatta Biological Park in presence of the officer of the park and unloaded at the scheduled place every day before 3:00 PM. Receipts in triplicate should be obtained then and there for the correct quantities delivered, as no complaints will be entertained later. Bills not supported by such receipts will not be paid.

32. ‘Beef’ would mean the meat of buffalo or bullock upto knee joint (carpal) and hock joint (tarsal) of both fore and hind limbs respectively, without head, skin, viscera, udder, however liver and kidney must be attached to the beef, duly certified by the competent authority as fit for consumption and free from infectious diseases. The debilitated animal beef will be rejected.

33. The beef to be supplied should contain more than 70% of flesh and less than 30% of bones, as naturally found in the carcass. Beef with excess fat, other than the normal limited fat, is not acceptable. Ligamentum nuchae and all unpalatable body waste shall be excluded from the net weight.

34. The tenderer should supply the beef from government recognized slaughterhouse in a closed vehicle. The beef supplied without valid certificate & seal on the carcass from recognized slaughter house will be summarily rejected.

35. The beef will be inspected and verified for quantity and quality by the Asst. Director (Veterinary Service), Veterinarian of the Bannerghatta Biological Park. His decision in regards of quality is final. The quantity will be can be also verified by the Range Forest Officer of the zoo/Safari/Butterfly Park and his authorized officials of the zoo/safari/Butterfly Park and their weighment is final.

36. The contractor should supply only good and approved quality beef. He shall replace the quantity rejected, if it exceeds beyond 2% of the total quantity due to inferior quality on the same day, failing which concerned Range Forest Officer/Assistant Director (V.S), Bannerghatta Biological Park will be at liberty to purchase such shortage from market and debit the extra cost incurred thereby to the account of the contractor which may be recovered from him out of his bills or security deposit furnished by him apart from the fine, which shall be determined by the Executive Director.

37. The supplies that may be rejected on quality ground and the supplies that may not be required as a result of late compliance of the requisition will have to be removed at once and such consignment will lie at risk of the suppliers, if it is not removed well before the closure of the timings.

38. The rejected beef will not be returned to the supplier and same shall be disposed at BBP as per direction of Asst. Director (Veterinary Service)/Range Forest Officer and no compensation whatsoever shall be paid for such beef.

39. The contractor shall supply the full quantity of indent placed which will be checked and weighed by the Range Forest Officer (Zoo/Safari/Butterfly Park), Assistant Director (Veterinary Service), Bannerghatta Biological Park or any other officer authorized. In the event of any non-slaughtering days like to Gandhi Jayanthi, Sri Krishnajanmastami etc.,
the contractor should inform the same to Assistant Director (V.S) well in advance so that alternative arrangements can be made in this regard.

40. If the tenderer supplies the beef less than the prescribed quantity, Assistant Director (V.S)/Range Forest Officer (Zoo/Safari/Butterfly Park) will make alternative arrangement for the purchase of beef in the open market for the short quantity supplied, the incurred cost will be deducted from the tenderer bills.

41. If the contractor supplies less quantity than required quantity and if the short supply quantity is more than 10 kg, a fine will be imposed which shall be not less than ₹ 100/- per kg and which may extend to ₹ 250/- per kg as penalty over and above the proportionate deduction of value of short supply quantity. If repeated for second time fine will be double proportionate to number of times.

42. The beef such supplied to the BBP, shall be from healthy, hygienic and free from infectious animals. The clean carcass made into four pieces like hind and fore limbs with flesh and bone together without skin should be brought in a closed vehicle. These pieces should be hanged in the room at Rescue Center for clinical inspection by vets and officers.

43. The contractor shall cut the beef into small pieces as advised by the Assistant Director, (Veterinary Service) Bannerghatta Biological Park at the Rescue Center before delivering to the animals concerned.

44. 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.

45. 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 vouchers and receipts with certificates from the concerned Range Forest Officer (Zoo/Safari/Butterfly Park) on bills for each month supply.

46. Income Tax, Surcharge on IT and other statutory taxes will be recovered from the bills of contractors as per rates applicable.

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

48. 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.

49. 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.

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

51. 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.

52. 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.

53. 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.

54. 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

**Schedule**

<table>
<thead>
<tr>
<th>Unit No.</th>
<th>Particulars of commodity</th>
<th>Approximate quantity In kgs</th>
<th>Approximate cost of the commodities (₹ In lakhs)</th>
<th>EMD to be furnished (₹ In lakhs)</th>
<th>Tender Processing fees (₹) (including all taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Supply of beef to Zoo &amp; Rescue Center</td>
<td>78560</td>
<td>125.00</td>
<td>3.125</td>
<td>As per e-procurement portal</td>
</tr>
<tr>
<td>2.</td>
<td>Supply of beef to Safari</td>
<td>114250</td>
<td>180.00</td>
<td>4.50</td>
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</table>

Executive Director
Bannerghatta Biological Park,
Bannerghatta, Bangalore