

**OFFICE OF THE  
EXECUTIVE DIRECTOR**



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**BENGALURU BANNERGHATTA BIOLOGICAL PARK, BENGALURU -560 0 83**

NO. A3/BBP/Boating/CR-01/2020-21

Date : 20/ 02/ 2021

**DETAILED E-TENDER NOTIFICATION**

**SUB: Tender to operate the Boating facilities at Bannerghatta Biological Park for the year 2020-21.**



It is hereby notified for the information of the general public that the Executive Director, Bengaluru Bannerghatta Biological Park, Bengaluru, a unit of the Zoo Authority of Karnataka (ZAK), herein after referred as tender Inviting Authority, has invited e-tender **"To operate the Boating facilities at Bannerghatta Biological Park, Bangalore"** for one year from the date of agreement.

The schedule of events is as follows

SCHEDULE OF EVENTS		
1	Tender documents will be available in e-procurement portal	22-02-2021 onwards
2	Last date and time for tender queries and clarifications (over phone during office hours)	22-03-2021
3	Last date and time for Uploading bid documents in e-procurement portal ( <a href="http://www.eproc.karnataka.gov.in">www.eproc.karnataka.gov.in</a> ) up to 4.00 P.M	23-03-2021 up to 4.00 P.M
4	Last date and time for opening of the technical bid in the Office of the Executive Director, Bannerghatta Biological Park, Bangalore - 560 083	26-03-2021 at 11.30 AM

**CONDITIONS**

1. The Tender form will be available in e-Procurement portal, <https://eproc.karnataka.gov.in> (Department Selection: Zoo Authority of Karnataka)
2. Tenders sent otherwise than through e-Procurement portal will not be considered.
3. In case of closure of the office of the undersigned due to unavoidable circumstances on the above date, tender will be received and opened on the next day.
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 with **EMD of ₹ 1,00,000/-** (Rupees One lakh only) which shall be 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

7. Any tender submitted without the earnest money deposit (EMD) will not be accepted at any cost and shall stand rejected.
8. The EMD of the unsuccessful tenderers will be returned/ refunded after the tenders are finally accepted.
9. If the highest 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.
10. The tender should be accompanied by Address Proof, Copy of Aadhar, Copy of GST, Copy of PAN Card, Experience certificates and Income Tax Returns filed during the year 2018-19 and 2019-20.
11. Conditional or telegraphic tender or tenders sent otherwise than through e-procurement will not be considered.
12. 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.
13. 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.
14. 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.

15. The Member Secretary (Zoo Authority of Karnataka) being the tender accepting authority 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.
16. The successful tenderer shall within 15 (fifteen) days from the date of communication of acceptance of the tender, execute an agreement on a stamp paper of requisite value of ₹ 200/- as per Stamp Act after remitting the **3 months tender amount** of the approved full tender amount (monthly rent) by way of DD along with the statutory Income Tax applicable at the time of agreement. The remaining **9 months** tender amount along with the statutory income taxes shall be remitted **in 09 (nine) monthly** installments. The monthly installments shall be remitted before the end of each month starting from the month in which the work order has been issued. In case of failure to remit any installment, the work order and tender will be cancelled immediately and the EMD paid by him shall be forfeited to the Zoo Authority of Karnataka. The tender to operate boating activity will be re-tendered for the remaining period, or any other alternate arrangement will be made.
17. 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.
18. The EMD of the successful tenderer will be treated as Security Deposit and will be released only after satisfactory completion of the tender contract period.
19. The tender is to run the below noted boats which will be provided by Bannerghatta Biological Park during tender period at his/her own cost and risk.
  - i. Rowing boats with capacity of ten persons – 1 nos
  - ii. Pedal boats with capacity of four persons – 5 nos
  - iii. Pedal boats with capacity of two persons – 5 nos
20. The tenderer shall ensure fitness for all the boats referred above throughout the contract period.
21. The tenderer shall keep sufficient number of life jackets in good condition during contract period and issue them to boat users to put on their body compulsorily before commencement of trip and also each boat should be provided with adequate number of tubes.
22. The tenderer shall provide insurance coverage for ₹. 20,00,000/- (Rupees twenty lakh) for boat commuters which shall be valid till expiry of contract period.
23. The tenderer shall take all precautions to avoid any accidents during boating and in case of any mishaps, the contractor shall be responsible for the same and shall take care of needful treatment and settle all the claims of visitors or his workers. BBP will not be

responsible to any such claims. The tenderer shall collect ₹ 50/-per head for adults and ₹ 30/- for children of age between 6 to 12 for 30 minutes trip and ₹ 200/- for full boat (two seater) and ₹ 300/- for full boat (four seater) hire for 30 minutes trip.

24. Children below 6 years shall not be allowed for boating activities.
25. The contractor should put up a notice board with relevant information on tariff and timings, name and address of tenderer, contact number, dos and don'ts, presence of crocodile, etc., and take sufficient measures to ensure the safety of each visitors for the information of visitors in Kannada, English and Hindi languages.
26. The contractor shall issue tickets in the electronic ticket machine installed in a suitable fiber cabin
27. The rates offered by the contractor shall hold good for the full period of the contract. Any request for decrease in the accepted rate and/or for any concession of any kind whatsoever, during the period of contract for any reason whatsoever, will not be accepted/entertained.
28. The contractor is not entitled for any sort of concession, decrease or increase in tender fee, compensation, extension of tender period, whatsoever, on account of Bannerghatta Biological Park closure on weekly holidays, decrease in visitors number, and closure of Bannerghatta Biological Park due to unavoidable circumstances and force majeure
29. The contract shall not be sublet or transferred without written permission of the Executive Director, Bannerghatta Biological Park.
30. No other activities are allowed except the activities for which the tender is called for.
31. The contractor shall provide seats in the boat to VIPs identified by the authorized officers of BBP, at no cost for boating. In case, if the number of such persons exceeds 20 on a day, the Licensor shall pay the actual rates for the VIPS exceeding 20 numbers.
32. The contractor shall provide boating services from 9:00 AM to 5:30 PM every day and should leave the Kavalkere premises by 6:00 PM or for such period as may be specified by the Executive Director from time to time in the interest of administration and visitors, except weekly holidays.
33. The Contractor should employ trained boat rowers and they should have the experience of swimming and the same will be ascertained by the Deputy Director/Range Forest Officer of BBP
34. The contractor should not permit any visitors to take row boat independently. The row boat should always be accompanied by trained boat rower. The contractor shall keep one rescue boat ready at all times, with trained persons for rescue operation in case of any accidents.

35. All the persons employed by the Contractor for working at boating activity shall wear uniform (colour will be informed by the undersigned at time of agreement) and identity card which are to be provided by the contractor. Workers for entry into zoo premises, whose number should be restricted for actual requirement. Such workers should not bring any of his relatives or friends into zoo premises. It is made mandatory so as to distinguish from the unauthorized person entering into zoo. 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
36. List of all the persons along with their address proof and one pass port photograph, who are employed by the contractor, shall be submitted to the office of the Executive Director, BBP for records.
37. The contractor is not entitled to claim any damages or concession or extension of tender period from Executive Director for the reasons of low visitation, breakdown of boats, decrease in the level of water, theft of boats, accidents, closure of admission to Kavalkere due to agitation, strike, local bundh, curfew, unfavourable climatic condition, execution of emergency works, or any other reason including natural calamities etc.,
38. On account of low level of water or specific direction from the competent authorities to ban boating activities at Kavalkere, if orders are issued by the Executive Director to close down boating activity and if the total number of boating days comes below 200 days in a year, on account of such circumstances to refund the amount if any @ total tender amount divided by 313 days (i.e the years excluding weekly holiday for zoo on every Tuesdays) for each day, less than 200 days.

$$\text{Refund of amount} = \frac{\text{Tender amount} \times \text{number of boating days comes below 200 days}}{313 \text{ Days}}$$

39. The contractor shall keep the boating area clean and tidy and shall not allow or permit smoking or kindling of fire or consuming alcohol by anyone within the premises of the boating area. For any damage to the boating lake/structures, the contractor shall be liable for the damages. BBP shall have no liability whatsoever in case of loss / theft of materials within boating area. The contractor shall assume the responsibility and settle any legal disputes that may arise due to the above reasons. The Zoo Authority of Karnataka shall not be implicated by the contractor in any way
40. The ownership of the area lies with the Zoo Authority of Karnataka and is deemed to be in continuous possession of the Zoo Authority of Karnataka at all times, including during the currency of the contract period. There is no right whatsoever to the contractor on this

land, except to operate the boating activity. The officers of the Zoo Authority of Karnataka are at liberty to enter, monitor and control the activities within the boating lake premises at any time

41. The person/firms will not have any rights to advertisements in and around the boating area.
42. The person/firms will be entirely responsible for guarding his property and the property of BBP.
43. The person/firms and its representatives/workers shall be courteous and polite with the zoo visitors.
44. 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.
45. The Zoo Authority of Karnataka shall not be liable in any manner for the non-implementation of various other laws like GST, Labour Laws, Provident Fund Laws, etc. It is the responsibility of the contractor to ensure that these statutory obligations are discharged promptly.
46. The contract period is for **one year from the date of issue of work order**. Under no circumstances, the contractual period of one year will be extended. However, if the next tender could not be finalized in time due to administrative reasons, then the BBP has powers to extend the period for a specific term under the same terms & conditions, for which the person/firms is binding.
47. The contractor shall not engage any staff of Zoo Authority of Karnataka for any work.
48. The person/firms shall pay wages to their workers engaged for boating activity 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.
49. The person/firms should not engage or employ any child labours.
50. 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.
51. 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.
52. In case of breach of any of the conditions, the BBP is entitled to suspend or cancel the contract as decided by the BBP and to forfeit the Security Deposit. In such event the BBP shall not be liable for any damage, injury or loss caused to the effects, fixtures, goods and other materials belonging to person/firms.
53. For violation of terms and conditions of the contract by the Contractor or his workers, the Contractor shall be liable to pay for following penalties at the first instance.

Sl.No	Nature of violation	Penalty
1	For collecting excess fee than prescribed	₹ 500.00
2	Misbehaving with visitors	₹ 500.00
3	Damage/theft of zoo property	₹ 100.00 + cost assessed + legal action
4	Permitting visitors for boating without life jacket	₹ 500.00 per visitors
5	For not obtaining accident policy for Rs. 20,00,000/-	₹ 500.00 per day
6	For not wearing uniform and Identity Card	₹ 200. Per person
7	For not maintaining complaint book	₹ 500 per day
8	Failure to pay tender amount as stated in Clause 2 of this agreement within 10 days from the schedule date	Interest @ 18%
9	Failure to pay tender amount as stated in Clause 2 of this agreement within 15 days from the schedule date	Suspension of tender
10	Failure to pay tender amount as stated in Clause 2 of this agreement within 20 days from the schedule date	Cancellation of tender and forfeiture of Security Deposit
11	Any other violations	Upto ₹ 500.00 each case.

**54. 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.**

55. In the event of default by the contractor to carry out any of the tender or agreement conditions, the Zoo Authority of Karnataka (ZAK) may impose any penalty as deemed appropriate. It may even forfeit the EMD of the tenderer, or any other alternative arrangement may be made. 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

56. 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 at the risk and cost of the original tenderer.

57. Besides the above conditions, any additional conditions found necessary will be added at the time of execution of agreement.
58. These tender conditions shall form part and parcel of the tender agreement to be executed with the successful tenderer.
59. 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.
60. 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.
61. Further, in case of any query, clarification can 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, 1<sup>st</sup> 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.