

डॉ.पं. दे. कृ. वि. अकोला  
कृषी महाविद्यालय  
महाराजबाग प्राणीसंग्रहालय, सीताबर्डी  
नागपूर: 440001

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Nagpur:440001  
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निविदा आमंत्रण सूचना NOTICE INVITING TENDER (NIT)

खालील सविस्तर वर्णन केलेल्या कामाकरीता अनुभवी व प्रतिष्ठित ठेकेदारांकडून मालाच्या मोहरबंद निविदा मागविण्यात येत आहेत.

Sealed tenders are invited for the following Job from the experienced and reputed Contractors:-

|     |   |   |
|-----|---|---|
| 1.  | निविदा आमंत्रण सूचना क्रमांक<br>Notice Inviting Tender No   | CAN/Zoo/tender/601/2013 date 22.01.2013   |
| 2.  | कार्यचि नाव<br>Name of work   | Supply of following food for a period of two years<br>1. Buffalo/Bullock meat.<br>2. Green Grass/Vegetables.<br>3. Fruit and food item as per required.<br>4. Concentrate for deer and antelopes. |
| 3.  | अनामत रक्कम Earnest Money Deposit   | Rs. 20,000 for each item  |
| 4.  | कामाचा कार्यकाळ Period of compilation   | 24 months   |
| 5.  | निविदा मिळण्याची अंतिम तारीख व वेळ<br>Last date and time for issue of tender  | 26-03-2013 06:00 PM   |
| 6.  | निविदा सादर करण्याची अंतिम तारीख व वेळ<br>Last date and time for submission of filled tender document.  | 28-03-2013 at 12:00 PM  |
| 7.  | निविदा उघडण्याची दिनांक व वेळ<br>Date and time of opening of tender   | 28-03-2013 at 02:00 PM  |
| 8.  | Eligibility Criteria: (Self attested copies to be enclosed in Envelop No. 2)<br>• The tenderer should have appropriate valid license/permission for slaughtering or selling of Meat/Mutton/grass/vegetables/fruit/food/Feed concentrate. Tenderer should submit self attested copy of the License/permission.<br>• Income tax return for the at least last two years<br>• Experience of the supply of material as per tender bid.<br>• Identification proof<br>• Address proff  |   |
| 9.  | The job will be awarded to the Lowest-1 Bidder only   |   |
| 10. | निविदा आमंत्रण सूचनेची कीमत Cost of tender document<br>In case of tender documents downloaded from website. (Non refundable).<br>Cost of tender Document should be paid in the form of Account Payee Demand draft/Pay order or Banker's Cheque issued from any Nationalized/ scheduled Commercial Bank only, payable at Nagpur in favour of "Pay and Account Officer, College of Agriculture, Nagpur" to submit in the 1 <sup>st</sup> envelope containing EMD.<br>Demand draft, Pay order or Banker's Cheque issued by Co-operative and Gramin Bank will not be accepted.<br>Purchase from Maharajbag Zoo office (Non refundable). | Rs. 1,000/- रुपये<br>Rs. 1,000/- रुपये  |
| 11. | All the Bidders must submit price bids in separate sealed envelope as mentioned in Instructions to the Bidder/ Special Conditions. However, Maharajbag zoo Management reserves the right to finalize the tender either through hard price bid (closed/sealed Bid submitted along with tender) route or go for Reverse Auction. In case Reverse Auction is not successful, the Zoo Management can finalize the tender through hard price bid already submitted by the Bidders.<br>For more details of terms and conditions of Reverse Auction, interested Bidders may please contact Officer In-Charge, Maharajbag zoo.              |   |

Seal and signature of Tenderer

Signature of I/C Zoo

**Notice Inviting tender No: CAN/Zoo/tender/601/2013 date 22.01.2013**

निविदा आमंत्रण सूचना प्रभारी अधिकारी, महाराजबाग प्राणीसंग्रहालय, कृषि महाविद्यालय, नागपूर यांचे कार्यालयातुन सर्व कार्यालयीन दिवशी (रविवार व सुटीचे दिवस वगळून) सकाळी 10:00 ते सायंकाळी 06:30 वाजेपर्यंत अर्ज व निविदा आमंत्रण सूचनेची कीमत भरून प्राप्त करता येतील. निविदा आमंत्रण सूचना विद्यापिठाची वेब-साईट [www.pdkv.ac.in](http://www.pdkv.ac.in) येथून डाउन लोड करता येईल. निर्धारित दिनांकात होणाऱ्या बदला करीता प्राणीसंग्रहालयाचा सूचनाफलक /व विद्यापिठाचे संकेत स्थळावर [www.pdkv.ac.in](http://www.pdkv.ac.in) लक्ष ठेवावे. निर्धारित दिनांकात (निविदा मिळण्याची अंतिम तारीख व वेळ, निविदा सादर करण्याची अंतिम तारीख व वेळ, निविदा उघडण्याची दिनांक व वेळ) कोणताही बदलासंबंधी वर्तमान पत्रात जाहीरात देण्यात येणार नाही. प्राप्त होणारी एखादी किंवा सर्व निविदा सुचना नाकारण्याचे, वरील निविदा सुचनांमध्ये बदल करण्याचे व निविदा सूचना रद्द करण्याचे अधिकार प्राणीसंग्रहालयाचे व्यवस्थापनाकडे राखीव आहेत.

Tender documents can be obtained, from the office of the officer In-Charge, Maharajbag Zoo on all working days (except Sunday and Holiday) between 10.00 AM to 06:00 PM, on submission of application and cost of tender document. Tender documents can also be downloaded from PDKV Website [www.pdkv.ac.in](http://www.pdkv.ac.in). Please keep a watch on the Notice Board of zoo and or PDKV Website [www.pdkv.ac.in](http://www.pdkv.ac.in) for any changes in the schedule dates. Changes in tender dates (extension of last date of tender sale & submission, and tender opening date) will not be advertised through News paper. Zoo Management reserve all the right to reject any or all tenders received without assigning any reason, make any changes in the above schedule dates or cancel the process of tendering.

**Officer In-Charge  
Maharajbag zoo,  
College of Agriculture,  
Nagpur**

Seal and signature of Tenderer

Signature of I/C Zoo

**Instructions to the Bidders.**

**1. Basic information of the Bidder/Tenderer:** Bidder has to fill the following.-for OT/LTR/ST

|    |  |  |
|----|--|--|
| 01 | Name of the Bidder/tenderer/Contractor   |  |
| 02 | Contact Person name and Designation  |  |
| 03 | Mobile Number Phone No. with STD Code  |  |
| 04 | Fax No. with STD Code  |  |
| 05 | E-mail   |  |
| 06 | Postal Address for correspondence  |  |
| 07 | <b>Bank Account &amp; PAN details</b>  |  |
|    | Name of the Bank   |  |
|    | Branch and Address   |  |
|    | Branch Code  |  |
|    | Account Number   |  |
|    | Income tax PAN   |  |
| 08 | <b>Details of person authorized to submit Bid in reverse auction on behalf of the bidder</b> |  |
|    | Name and Designation   |  |
|    | Email id   |  |
|    | Phone with STD Code /Mobile Number   |  |

**Note:** All payments by Maharajbag zoo to the Bidder/tenderer/Contractor will be made only in the name of Bidder/tenderer/Contractor and through Bank Account as furnished above. Therefore, the Bank Account should be in the name of the Bidder/tenderer/Contractor.

**II. Submission of Tender:**

(a) Documents are to be submitted in separate sealed envelopes super scribed and containing as mentioned below:

| Env. No. | Envelope containing following Documents          | No. of Pages issued from through tender   | Super scribed  |
|----------|--|---|----------------|
| 1.       | EMD & DD or Receipt of Rs.1000/- (if applicable) | NIL   | EMD and Tender |
| 2.       | A  | Notice Inviting Tender  | GCC            |
|          | B  | Instructions to the Bidder & Special Conditions   |                |
|          | C  | Documents in support of authority of person who has signed the tender documents. Documents in support of Ownership details (Proprietary firm, Partnership, Pvt. Ltd, Public Ltd, etc) |                |
|          | D  | Documents in support of eligibility criteria  |                |
| 3.       | Tender Schedule/ Price bid                       | 01  | PRICE BID      |

Seal and signature of Tenderer

Signature of I/C Zoo

b) Non submission of Bid/Tender in separate sealed envelopes in the above prescribed manner will be liable to rejected.

c) The above envelopes must be put in a bigger envelope, sealed and super scribed “Tender for Name of work as mentioned in Tender document.” addressed to Officer In-Charge, Maharajbag Zoo, College of Agriculture, Nagpur-440001, and deposited in Tender Box kept in the Office of the Zoo In-charge on or before last date & time of Bid/tender submission, as mentioned in Notice Inviting Tender.

d) Name of the Bidder/Contractor, Postal Address, Telephone/Mobile/Fax Number, Name of the Job, Notice Inviting Tender Number should be clearly mentioned on each of the envelopes.

e) The Tenderer has the option of sending the Bid/tender by Registered Post/Courier or submitting the tender in person, so as to reach on or before the date & time set out for the same in the NIT. Any bid received after the bid submission time due to any reasons (delay due on account of Registered Post/Courier etc.) will be rejected.

f) Tender submitted by Telegram/Fax/E-mail shall not be accepted or entertained.

2. The tender documents must be duly sealed and signed on each page by the Bidder or authorized person of the bidder.

3. Tenderers should NOT do any tampering/alteration in the Tender document.

4. Tenderers are advised to visit the site of work to acquaint and assess the complete scope of work and in the event of any doubts regarding the terms and conditions/formats/, the persons concerned may seek clarifications from the office of Officer In-Charge, Maharajbag Zoo, College of Agriculture, Nagpur.

5. If felt necessary, the Tender Committee may ask clarification(s) from any or all of the tenderers. Price Bids of only those tenderers will be opened who’s EMD, documents in support of Eligibility Criteria and replies to the clarification(s), if any sought by the Tender Committee are found in order. The decisions of the Tender Committee shall be final and binding.

**6. Tender Schedule (Price Bid):**

a) The quoted rate should be both in figures and words. In case of differences in word and figure, the rate quoted in word shall prevail.

b) Party shall quote their rates final in all respect considering all types of discount/rebates and there should not be any other price element in the price bid and the submitted price bid should be unconditional. Any entry (like discount/rebate, conditions etc.) other the rates made in the price bid, will not be considered for evaluation of the price bid or award of the job.

c) Offer of overall Lowest-1 (L-1) Bidder will be considered for awarding the job.

d) If two or more bidders become L-1, the L-1 Bidders may be asked to submit revised bid (with discount) within a stipulated date and time. In case, still the overall price received is same, the L-1 (from the tied Bidders after revised bid) can be decided by draw of lots in the presence of Bidder’s representative.

e) After filling the rate in figures and words against designate column of prescribed format in the tender, a transparent tape shall be affixed over the quoted rate (s) (both figures and words) to avoid chances of tampering.

f) Validity of the Bid/offer: 04 months from the date of tender opening.

7. The successful tenderer will be intimated about acceptance of tender by Letter of Acceptance (LOA)/ Award letter.

Seal and signature of Tenderer

Signature of I/C Zoo

8. Conditional offer will be rejected.
9. Tender documents are not transferable.
10. It is deemed that the tenderer is satisfied that the rate quoted will be adequate for completing the job/supply as per the scope of work/tender schedule. No complaints shall be entertained.
11. Successful tenderer has to make own arrangement for resource mobilization.
12. **No claim for compensation for submission of tender:** the Tenderer whose tender is not accepted shall not be entitled to claim any costs, charges and expenses incidental to or incurred by him through or in connection with his submission of tender or its consideration by Zoo, even though the Zoo management may elect to modify/withdraw the NIT or does not accept the tender.
13. If the tenderer quote unworkable rates i.e. if the quoted price is less than the lower limit of the estimated price, and is considered for placement of order, the tenderer will be asked to justify the rates quoted and will have to submit Performance Guarantee Bond will be the form of Bank Guarantee/Bank Draft. The amount of Performance Guarantee Bond will be decided by the Officer In-Charge of Zoo at the time of placement of order. Earnest Money of the tenderer, who refuse to submit Performance Guarantee Bond, will be forfeited and they will not be considered in re-tendering, if order/contract is not finalized from the present tender.
14. If required, negotiations will be held with L-1 tenderer only. However, all the tenderers may be required to explain/justify the basis their quoted price as and when asked for. In case, any tenderer fails to justify his quoted price or refuses to cooperate in this regard, they will not be considered for participating in the re-tendering if order/contract is not finalized from the present tender.
15. In case, the last date of tender submission and tender opening date is declared as/happens to be holiday, then the “last date of tender submission and opening date” will be next immediate working day and time remain unchanged.
16. The Bidder has to compulsorily declare whether the Proprietor/Partner/Director of the Firm has any relation with any employee working in the University/Zoo including its subsidiaries and if so, give the details and the relationship.
17. The Bidder has to furnish details about any official of the firm being past employee of University.
18. The Bidder has to declare whether their firm is blacklisted in University/PSU/Government Department or under banning of Business dealing due to furnishing of wrong information or due to any other reason.
19. Instructions to the Bidders will also form part of Special Conditions.
20. **Earnest Money Deposit (EMD)**
  - a. Earnest money (EM) shall be submitted in one of the following forms:-
    - (i) Crossed Demand Draft
    - (ii) Pay Order
    - (iii) Bankers ChequeAll above financial/bank documents shall be drawn in favor of Pay and Account Officer, College of Agriculture, Nagpur; issued from any Nationalized or Scheduled Banks other than Co-Operative and Gramin Banks encashable at Nagpur.
  - b. Earnest money shall be made payable to Pay and Account Officer, College of Agriculture, Nagpur ‘On Demand’ without any condition/demure to the owner. The EMD/bid guarantee shall be valid for a period of 2 months from the bid opening date.
  - c. The EMD/Bid guarantee of all un-successful tenders will be returned within 30 days from the date of opening of price bid/placement of award letter, whichever is earlier.

Seal and signature of Tenderer

Signature of I/C Zoo

- d. No interest will be payable for the EMD/Bid guarantee amount, EMD of successful bidders will be adjusted into Initial Security Deposit after award of contract.
- e. The earnest money shall be forfeited besides any other action deemed fit on either of the following grounds:
- (i) On unilateral withdrawal of the bid during the bid validity.
  - (ii) On modifying the bid unilaterally after opening of tender.
  - (iii) Submission of false information/particulars and failure to establish authenticity of the documents filed in support of eligibility.
  - (iv) On refusal to enter into contract or non submission of required document for signing of Contract Agreement after award within the stipulated period without sufficient justification.
  - (v) If the work is not commenced after the work is awarded.
  - (vi) Refusal to give performance bank guarantee in case the bidder is not able to justify the rates quoted by him and awarded the job.
- f. The Tender without requisite EMD will be rejected.
- g. Small Scale Industries (SSI)/Ancillary Units and Public Sector Unit/Govt. Undertaking and Co-operative Societies, etc., will be exempted from submission of Earnest Money as per Government policy. For SSI Units, the exemption from submission of Earnest Money, the SSI unit is required to submit a notarized copy of the registration certificate indicating clearly the item for which it is registered.
- h. In case exemption from submission of EMD is sought (as per clause “g” above) the supporting document for waiver of E.M.D. must be submitted in the “EMD” envelope only.
21. Evaluation of every offer is subject to submission and validity of documents for fulfillment of eligibility criteria. In-charge, Zoo reserve the right to assess the party’s capability and capacity to execute the job and decision of Zoo Controller & Associate Dean, CAN, will be final in this regard.
22. Officer In-charge, Zoo reserve the right to reject any or every bid without assigning any reason whatsoever and to make any changes in the schedule dates of tender sale/last date of tender submission/tender opening date and time or cancel the process of tendering.
23. Banning of business dealings.  
“The In-charge, Zoo reserves right to remove from the list of approved supplier/contractors or to ban business dealings, if any Agency has been found to have committed misconduct, and also to suspend business dealings pending investigation. The procedure under which removal of an agency from the list of approved suppliers/contractors or suspension or banning of business dealings will be dealt may be referred on our website as a part of the tender documents.”
24. **Variation in quantities.**  
The quantities mentioned in the Tender Schedule/Price Bid are approximate quantities and actual quantities may vary (increase/decrease) during execution of the job. The payment to the party will be made on actual quantities executed and awarded rates will remain the same (i.e. the contractor will have no claim on revision of rates due to variation in quantities); including in the extended contract period (if any).
25. **Contract Agreement**  
The successful contractor will have to present himself to the In-charge Zoo within two days (or less time period if required as per Scope of work/Special Conditions) of issuance of work order and prepare a Bar Chart/Milestone Chart of major stages of work in consultation of with the In-charge, Zoo and submit its duly signed copy to In-charge, zoo. Any slippage in the schedule on account of the contractor shall automatically be deemed as failure and would be sufficient ground for debarring him from participating in future contracts for a period of one year. This would also be enough ground for

initiating “risk and cost action”. Whenever “Risk and cost” notice is served, Two days should be considered as adequate period of notice.

Successful Bidder (s) has to submit the following documents (to facilitate signing of Contract agreement) in the Office of the zoo, within two days from the date of issue of award.

- A) **Duplicate copy of award letter including its enclosures:** Each page duly signed along with seal of Contractor, in token of agreement on its content,
- B) Acceptance of award letter in the approved format on Non-Judicial Stamp Paper of worth Rs.50/-
- C) Notarized copy of documents in respect of status of Contractor (Proprietor/Firm /Company/Society etc.)
- D) Power of attorney/supporting documents in favour of a person who will handling this contract on behalf of the Contractor.
- E) A copy of program (duly approved by In-charge, Zoo), showing the order of procedure and the method (Completion Schedule/Milestone Chart of major stages of work) in which job will be executed with reference to clause 10 of GCC and Conditions mentioned above)
- F) Performance Guarantee Bond, if any.

**26.** Submission of tender itself will mean that Bidders have read, understood & agreed to all the terms & conditions (including conditions related to reverse auction) as offered by us & also fully aware of work.

**27. Tender downloaded from Dr. P.D.K.V. Website:**

In case of tender documents downloaded from PDKV website,

It shall be the responsibility of the persons submitting the tender to ensure that tenders have been submitted in the formats and as per the terms and conditions prescribed in Dr. P.D.K.V website and no change is made therein. In case of any tempering/alteration is noticed in the tender submitted from the tender document available on the PDKV website, the said tender will be liable to be rejected and the company shall have no liability whatsoever on the matter.

**28.** The tenderers who are registered as Micro/Small/Medium Enterprises with the prescribe authority, under Micro, Small, Medium Enterprises Development Act-2006 are required to submit a self attested copy of the Registration Certificate and indicate the Entrepreneur, Memorandum number (twelve digit) along with the bid. In case such details are not provided it will be presumed that the enterprises is not a Micro, Small and Medium Enterprises as per the provision of the above Act and consequently they are not eligible to the benefits admissible under the Act.

|   |          |
|---|----------|
| Whether the tenderer is registered as Micro, Small, or Medium Enterprise under MSMED Act 2006.  | Yes / No |
| If yes, Furnish Entrepreneur Memorandum Number and enclose copy of registration certificate issued by prescribed authority under the act. |          |



### Scope of Work

Details of Daily requirement of food and food required at zoo are as below

| Sr. No. | Tender title                                       | Details of fruit    | Approximate Requirement per day |
|---------|--|---------------------|---------------------------------|
| 1       | Beef (meat)  | Beef                | 75.00 kg                        |
| 2       | Green Grass/Vegetables                             | Grass/vegetables    | 300kg                           |
| 3       | Fruit and food item                                | Bread               | 2kg                             |
|         |  | Honey               | 200gm                           |
|         |  | Tomato              | 500gm                           |
|         |  | Sweet lime          | 2kg                             |
|         |  | Banana              | 6dozen                          |
|         |  | Guava/ papaya/mango | 1kg                             |
|         |  | Carrots             | 2.5kg                           |
|         |  | Gram                | 2kg                             |
|         |  | Sunflower seed      | 200gm                           |
|         |  | Sunflower           | 100gm                           |
|         |  | Apple/Pomegranate   | 2kg                             |
|         | Fruits<br>(only Grapes, Berry,<br>Oranges, Chiku ) | 4kg                 |                                 |
| 4       | Concentrate feed                                   | Concentrate feed    | 75 kg per day                   |

#### **Special Conditions**

Following Special conditions shall also be applicable in addition to the General Conditions of Contract (GCC). Wherever instant Special Conditions differ from GCC/ Special conditions shall override both. Copy of GCC is available in the PDKV website [www.pdkv.ac.in](http://www.pdkv.ac.in) and in the Zoo Office; interested bidder can read it, clarify their doubts from the office of Officer In-Charge, Maharajbag zoo. The Bidder does not need to submit copy GCC along with the Tender. However, the Bidder by submitting the tender shall be deemed to have read and understood these conditions and the same shall for all intents and purpose, be deemed to be forming integral part of the contract and shall always be construed accordingly.

#### **1. Contract Period:**

- (i) The contract will be in force/operation for a period of Two years. The tentative commencement date of job shall be 01.04.2013.
- (ii) The contract may be extended for one more year (or less time Period) on same rate, terms and Conditions, on mutual consent basis.

2. The rate quoted shall be inclusive of all materials, labours, loading railway freight/any other transportation any other charges if involved and no extra amount will be payable other than the rates quoted.

#### **3. Operating Authority**

Officer In-Charge, Maharajbag Zoo, will be the Operating Authority for this contract.

4. Being perishable item, the supplies are to be made daily as per the quantity given in the schedule as per time given in the tender award letter. Any delay with any unavoidable reasons may be allowed only with the permission of Operating Authority.

Seal and signature of Tenderer

Signature of I/C Zoo



5. Sunday is fasting day (the day on which no food is served to the Animals) for Carnivores animals of Maharajbag Zoo. The fasting day may be changed, due to any festival, strike or any due to other reason, with the prior approval of Operating Authority will have liberty to give permission for change of fasting day and his decision will be final.
6. The delivery of the items will have to be made at the Maharajbag Zoo, to the authorized representative of Zoo Department and his signature obtained daily about the supply accordingly. Weight of the supply will be done at the Maharajbag zoo. The quality and quantity of the supply will be certified by the Operating Authority/ Veterinary Officer or his representative. The poor quality shall be rejected by operating Authority/Veterinary Officer or his representative.
7. The quantities mentioned in the Tender Schedule/Price Bid are approximate quantities and actual quantities may vary (increase/decrease) during execution of the job. The payment to the party will be made on actual quantities supplied/executed and awarded rates will not change on account of lesser quantity executed, including in the extended contract period (if any)
8. The approximate daily requirement will be intimated by Operating Authority or his representative from time to time to the supplier.
9. Penalty Clause:-
  - a) Delay in any day from prescribes time the party shall be liable to pay penalty of Rs.250.00 for each incidence.
  - b) (i) In case of short supply (supply less than the ordered quantity as per clause 8 above or accepted quantity is less than the ordered quantity owing to poor quality), when Maharajbag Zoo can fulfill/balance quantity from internal resources then the penalty shall be levied in accordance with the following:-
    - Awarded rate X (Ordered quantity-good quality supplied quantity)
 (ii) In case of beef if the supply is short as above and when the Zoo has to procure required/balance quantity from local market then Operating Authority shall be at liberty to procure goat meat/Chicken meat (In case of beef) at the Risk and Cost of the Contractor and penalty impose shall be levied in accordance with following formula:-
 

$$(\text{Rate of goat meat/chicken meat-Awarded rate}) \times (\text{Quantities purchased by Zoo from local market}) \times 1.2$$
  - c) The maximum amount of penalty imposed in entire period of the contract shall be limited to 10% of Contract Value.
10. In case of meat, the beef/big animal meat should be of healthy bullock or buffalo.
11. Out of the total quantity of bullock/buffalo meat supplied 20% deduction will be made on account of bones and payment will be made for remaining 80% of the total quantity supplied.
12. The contractor shall be allowed to keep his own deep freezer for extra quantity supplied with electricity free of cost, at his own risk. Space for keeping the freezer can be provided by Operating Authority as per availability. Only in emergency condition (if strike or unavoidable circumstances) the party shall be allow to supply two days quantity and can be kept in deep fridge with prior permission of O.A. in case of failure of freezer/electricity, no compensation will be paid by the Zoo and the contractor shall bear loss of material.
13. The representative of contractor has to be present at the time of delivery of food material to ensure the quantity and quality. In case of non-availability of contractor representative, the quality and quantity of the meat certified by the Veterinary Officer /Operating Authority or his representative shall be the final.

14. The meat should not contain animals tongue, head, hooves, intestine and lungs.
15. Contractor shall ensure the package boxes/container should be enough to reach Maharajbag Zoo safely without any damage. Zoo will not be responsible between sources of supply to entry point before supply of food or food item to Maharajbag Zoo, Nagpur. Suitable permission/ legal formalities from appropriate Govt. authority for transportation form source to destination shall be in scope of contractor and Maharajbag Zoo shall not be responsible/ liable in this regard.
16. The payment will be made every month through Bank on submission of proper bills in duplicate.
17. In case of any dispute arising in relation to this contract the decision of the competent authority of Maharajbag Zoo shall be final and binding.
18. Questions, claims, disputes or difference of any kind whatsoever arising out of or in connection with or concerning this contract shall be submitted to arbitration for decision to sole Arbitrator to be appointed by the Zoo Controller & Associate Dean, CAN, Nagpur. The Arbitration shall be conducted as per the provisions of the Arbitration and Conciliation Act 1996. The venue of Arbitration shall be in Nagpur District Nagpur, Maharashtra. All legal proceedings shall be within the jurisdiction of Nagpur District.
19. The management reserves the right to accept or reject any offer partly or wholly without assigning any reason whatsoever.
20. The tenderer shall submit his tender after ascertaining from the concerned authorities/agencies regarding any requirement of obtaining permission/approval/ license for supply of bullock/ buffalo/beef meat/ big animal meat. In the event of any such requirement being there under any law, the tenderer has to comply with the same. The contractor hereby further agrees and undertakes to bear full responsibility/liability for any violation of the applicable laws and shall indemnify and keep indemnified Associate Dean, ACN, Nagpur in all respects.
21. The contractor hereby agrees and undertakes to strictly abide by and comply with the relevant laws applicable in all respects in regard to this contract. The contractor hereby further agrees and undertakes to bear full responsibility for any violation of the applicable laws and shall indemnify and keep indemnified Associate Dean, ACN, Nagpur in all respect.
22. Successful tenderer has to make own arrangement for resource mobilization.
23. The terms, Party, Contractor, bidder Agency, Service provider and tenderer will mean the same and will be used interchangeably.
24. The successful contractor will have to present himself to the Operating Authority within Two days (or less time period if required as per Scope of work and any other Conditions mentioned above) of issuance of work order and prepare a Bar Chart/ Milestone Chart of major stages of work in consultation of with the Operating Authority (OA) and submit its duly signed copy to OA. Any slippage in the schedule on account of the contractor shall automatically be deemed as failure and would be sufficient ground for debarring him from participating in future contracts for a period of one year. This would also be enough ground for initiating “risk and cost action” whenever “Risk and cost” notice is served, seven days should be considered as adequate period of notice.
25. Initial Security Deposit (ISD) and Security Deposit (SD):-
  - a. Earnest Money Deposit (EMD) of the successful bidder shall be retained as Initial Security Deposit (ISD) and shall be refunded on successful completion of the contract.
  - b. No further amount (other than EMD) shall be required to be deposited by the successful bidder towards ISD etc.
  - c. S.D. should be deposited within seven days of the work order over and above ISD.

Seal and signature of Tenderer

Signature of I/C Zoo

- d. Entire EMD/ISD/SD amount will be refunded back to the Contractor, after successful completion of the Contract (including guarantee/maintenance period) fulfilling all contractual obligations and after deducting statutory deductions, Penalty and dues towards Maharajbag Zoo if any.

**26. Price variation Clause:-**

The quoted/awarded rates will be firm for the entire contract period including extension (if any) no variation in awarded rates will be permissible whatsoever may be the reason.

**27. Contract will be terminated in case of any violation in terms and conditions of contract.**

**28. TAXES/DUTIES/LEVIES ETC.**

**(A) TDS for Income Tax:**

Tax Deduction at Source (TDS) may be made towards Income Tax from all the bills of the contractor @ 2% or at such rates applicable as per IT Act and Rules.

**(B) TDS on account of Works Contract Tax:**

Tax Deduction at Source at appropriate rate, may be made from the bills of the contractor if applicable, as provided in Maharashtra Value Added Tax Act.

**(C) Other Taxes/duties/levies:**

- a) **The rates quoted by the tenderer shall be inclusive of all taxes, duties and levies.** No separate payment for taxes, duties and levies shall be made to the tenderer.
- b) The contractor has to show the amount of taxes, duties and levies clearly in the invoices/ bills raised by him. In case the same is not applicable in the instant case.
- c) It shall be sole responsibility of the Contractor to ensure that all kinds of taxes/duties/levies are deposited by him, in time and in the prescribed manner, with the concerned taxation authorities and Maharajbag Zoo shall not bear any responsibility, whatsoever with regard to non/delayed payment of taxes/duties /levies by the Contractor to the concerned taxation authorities. Further, any case of any dispute regarding non-payment of tax/ duty by the contractor which results in any proceeding against Maharajbag Zoo then the disputed amount should be withheld from the pending payments of the contractor.
- d) In case any new tax, duty or levy is imposed by the Government subsequent to the final date of submission of tender, the same shall be paid if applicable, on production of relevant statutory documentary evidence like Notification/ circular issued from the concerned taxation authorities.
- e) In case of waiver/concession /reduction of statutory taxes and duties admissible under any Law/ Act after final date of submission of tender, benefit of the same shall be passed on to Maharajbag Zoo by contractor.
- f) The Contractor shall comply with the provisions of all the taxation laws and rules framed their under and also the orders of instructions issued, from time to time in this behalf by the appropriate authority.
- g) The Contractor bear all kinds of tax/penalty/interest etc imposed by Taxation Authorities for non-observance of the Taxation Laws and procedure and Zoo shall not bear any liability or responsibility, whatsoever in this regard.

## Tender Schedule/Price bid

NIT NO: CAN/Zoo/tender/601/2013 date 22.01.2013

Name of Job: Supply of food/food material for Maharajbag zoo for a period of two years

| Sr. No. | Item description   | Accounting unit | Quantity Required per year | Rate quoted in Rupees Per Kg |          |
|---------|--|-----------------|----------------------------|------------------------------|----------|
|         |  |                 |                            | In figures                   | In words |
| 1.      | Daily Supply of Bullock /Buffalo meat<br>(The quantity in the net qty after deducting 20% for bones as per clause-11 of the terms & conditions ) | Kilogram        | 23475                      |                              |          |
| 2.      | Daily Supply of Green grass/ vegetables as per required  | Kilogram        | 109500                     |                              |          |
| 3.      | Fruits and food item   |                 |                            |                              |          |
|         | Bread  | Kilogram        | 620                        |                              |          |
|         | Honey  | Kilogram        | 73                         |                              |          |
|         | Tomato   | Kilogram        | 90                         |                              |          |
|         | Sweet lime   | Kilogram        | 985                        |                              |          |
|         | Banana   | Dozen           | 1825                       |                              |          |
|         | Guava/ papaya/mango  | Kilogram        | 511                        |                              |          |
|         | Carrots  | Kilogram        | 255                        |                              |          |
|         | Gram   | Kilogram        | 401                        |                              |          |
|         | Sunflower/magaj seed   | Kilogram        | 36                         |                              |          |
|         | Sunflower  | Kilogram        | 18                         |                              |          |
|         | Apple/Pomegranate  | Kilogram        | 1100                       |                              |          |
|         | Fruits (only Grapes, Berry, Oranges, Chiku )   | Kilogram        | 365                        |                              |          |
| 4.      | Concentrate feed   | Kilogram        | 22000                      |                              |          |

Seal and signature of Tenderer

Signature of I/C Zoo

Seal and signature of Tenderer

Signature of I/C Zoo