

**Tender (Two Bid) For
Operation of Cafeteria and providing catering services
in Meghalaya State Zoo**

At

Meghalaya State Zoo, Umtrew

Ri-Bhoi District

During

The Financial Year 2023-24

Last Date & Time for Submission of Tender: 30.10.2023 up to 13.00 Hrs

Date & Time for Opening of Tender: 30.10.2023 at 14.00 Hrs

Submitted To:

**The Chief Executive Officer,
Meghalaya State Zoo Project Implementation Society
Sylvan House, Lower Lachumiere,
Shillong- 793 001, Meghalaya**


Chief Executive Officer
Meghalaya Zoo Project Implementation Society

TENDER DOCUMENTS FOR
*“Operation of Cafeteria and providing catering services in Meghalaya State
Zoo located on Guwahati-Shillong Highway, Near St Joseph’s Academy of
Nursing, P.O. & P.S. Umsning, Umtrew, Ri Bhoi District 793105”*

**TENDER ISSUED VIDE L. NO. MZPIS/TENDER/2023-24/07/50
DATED 28.09.2023**

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CRITICAL DATES

Sl. No.	Particulars	Date	Time
1	Date of publication of tender	30.09.2023	1400 hours
2	Starting date of downloading or obtaining tender document	04.10.2023	1400 hours
3	Starting date of submission of bid	20.10.2023	1400 hours
4	Closing date of submission of bid	30.10.2023	1300 hours
5	Opening date of technical bid	30.10.2023	1400 hours
6	Opening date of Financial bid	Part-II (Financial Bid) will be opened of only those tenderer(s) whose Part-I (Technical Bid) is found acceptable by Technical Evaluation committee. Such tenderer(s) will be intimated regarding date of opening of Part-II (Financial Bid) through valid email given by them.	

Tender Issued Vide L. No.	No.MZPIS/Tender/2023-24/07/50 dated 28.09.2023
Duration of Contract	One year from the date of agreement, which is extendable for further two years (one year at a time) subject to satisfactory services
EMD	₹ 2,00,000/- (Rupees Two Lakh) only or ₹ 1,00,000/- (Rupees One Lakh) only in the form of crossed Demand Draft/Crossed Pay Order/Crossed Bankers Cheque in favour of Chief Executive Officer, MZPIS, Sylvan House, Lower Lachumiere, Shillong payable at Shillong
Validity of Bid	90 days
Total Number of pages of Tender Document	63 pages
Address and Venue of submission of Tenders	Chief Executive Officer, Meghalaya Zoo Project Implementation Society, Sylvan House, Lower Lachumiere, Shillong 793001

DISCLAIMER

Chief Executive Officer, Meghalaya Zoo Project Implementation Society, Shillong has prepared this document to give background information on the work to the interested parties. While Chief Executive Officer, Meghalaya Zoo Project Implementation Society has taken due care in the preparation of the information contained herein and believe it to be in order, neither Chief Executive Officer, Meghalaya Zoo Project Implementation Society nor any of their respective officers and employees give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by Chief Executive Officer, Meghalaya Zoo Project Implementation Society in submitting the Tender. The information is provided on the basis that it is non-binding on Chief Executive Officer, Meghalaya Zoo Project Implementation Society or any of its authorities or agencies or any of their respective officers and employees. Chief Executive Officer, Meghalaya Zoo Project Implementation Society reserves the right not to proceed with the work or to change the configuration of the work, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to, decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.


Chief Executive Officer
Meghalaya Zoo Project Implementation Society

ANNEXURE-1

No. MZPIS/Tender/2023-24/07/50

Dated Shillong, the 28th Sept, 2023

NOTICE INVITING TENDER

For and on behalf of the Meghalaya Zoo Project Implementation Society (MZPIS), the undersigned invites sealed tenders affixed with non-refundable court fee stamp of ₹ 1000.00 (Rupees One Thousand) only denomination for Operation of Cafeteria and providing Catering Services in Meghalaya State Zoo, Umtrew, from the firms and persons having past experience in supply of similar services to Government Departments, Public & Private Sector Undertakings and Institutes & Organisation(s) owned, controlled and managed by the Government during the last three years from 01.04.2020 to 31.03.2023 in Meghalaya.

2. Tender Booklet containing details of services to be supplied and Terms and Conditions may be obtained from office of the undersigned located in Sylvan House, Lower Lachumiere, Shillong-793001 from 04.10.2023 up to 27.10.2023 during office hours on payment of Rs. 500/- (Rupees five hundred) only in cash or by a crossed Demand Draft or crossed Pay Order or crossed Bankers Cheque drawn in favour of the Chief Executive Officer, Meghalaya Zoo Project Implementation Society, Shillong payable at Shillong from a Bank having a Branch in Shillong. The Tender Booklet may also be downloaded from website of the Forests and Environment Department, Government of Meghalaya (megforest.gov.in).

3. Tenders complete in all respect shall reach office of the undersigned in Sylvan House, Lower Lachumiere, Shillong- 793001 up to 13.00 Hrs on 30.10.2023. The tenders received up to the afore-mentioned date and time will be opened at 14.00 Hrs on 30.10.2023 in the presence of the tenderers or their representatives. Due to any unavoidable reason(s), if the office of the undersigned remains closed on the last date prescribed for receipt of the tenders, the next working day shall be considered as the last date for receipt and opening of the tenders.

4. Each tender shall be accompanied with a refundable Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rupees Two Lakh) only in the form of a crossed Demand Draft or a crossed Pay Order or a crossed Bankers Cheque drawn in favour of Chief Executive Officer, Meghalaya Zoo Project Implementation Society, Shillong payable at Shillong from a Bank having a Branch in Shillong. If the tenderer is a member of a Scheduled Tribe (ST) or a Scheduled Caste (SC), he/she may submit EMD amounting to Rs. 1,00,000/- (Rupees One Lakh) only.


Chief Executive Officer
Meghalaya Zoo Project Implementation Society

Sd/-
(P.K.Agrahari, IFS)
Chief Executive Officer,
Meghalaya Zoo Project Implementation Society,
Shillong.

ANNEXURE-2

INSTRUCTIONS TO THE TENDERERS

1. GENERAL INSTRUCTIONS

- 1.1** Office of the Chief Executive Officer, Meghalaya Zoo Project Implementation Society, Shillong (hereinafter referred to as the 'Client') invite bids (Offline) UNDER TWO BID SYSTEM (TECHNICAL AND FINANCIAL BID) (Download tender booklet from official site of Forests & Environment Department at **www.megforest.gov.in**) from reputed firms providing catering services to Government Departments, Public and Private Sector Undertakings and Institutes and Organisation(s) owned, controlled and managed by the Government. Any amendment(s) / corrigendum / clarifications with respect to this tender shall be uploaded on the above mentioned website only. The Tenderer should regularly check the above website for any Amendment/Corrigendum/ Clarification.
- 1.2** While all efforts have been made to avoid errors in the drafting of the tender document, the tenderer who submits requisite documents for Operation of cafeteria and providing catering services, hereinafter referred to as the 'Tenderer', is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.3** The tenderer shall attach the copy of the authorization letter/power of Attorney as proof of authorization for signing on behalf of the Tenderer.
- 1.4** All tenderers are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids do not meet the minimum eligibility criteria in technical bid, bid application form has not accompanied with EMD of requisite amount/format, bid does not follow any other requirements stipulated in the tender documents such bids are liable to be rejected.
- 1.5** The parties to the Bid shall be the 'Tenderers' (to whom the work has to be awarded) and the Office of the Chief Executive Officer, Meghalaya Zoo Project Implementation Society, Shillong.
- 1.6** For all purposes of the contract including arbitration thereunder, the address of the tenderer mentioned in the bid shall be final unless the tenderer notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the Chief Executive Officer, Meghalaya Zoo Project Implementation Society, Shillong. The tenderer shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 1.7** The list of food items as mentioned in the tender document is tentative and some items may be added or removed at the sole discretion of the competent authority (cafeteria Committee) of the Client.
- 1.8** The Client reserves the right to cancel or withdraw the notice inviting tenders at

any time without assigning any reason(s) thereof.

2. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of tenderers technically.

- a. **Legal Valid Entity** : The Tenderer shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956, Proprietorship or Partnership. Tenderer in the form of JV/consortium is not permitted. A proof for supporting the legal validity of the Tenderer shall be submitted.
- b. **Financial Capacity**: The tenderers should have the minimum turnover of Rupees Fifteen lakhs each in the last three financial years. Relevant proof for supporting the above shall be submitted.
- c. The Tenderer shall be registered with the Income Tax (PAN), Goods and Service Tax and also registered under the Labour laws, Employees Provident Fund Organisation, Employees State Insurance Corporation. Relevant proof in support shall be submitted
- d. **Experience**: The Tenderer should have experience in the similar field of operating cafeteria/canteen and providing catering services in the Government Departments, Public and Private Sector Undertakings and Institutes and Organisation(s) owned, controlled and managed by the Government for the last consecutive three years. However, for firms having only three years of experience (non- consecutive), it should be within last five years. Relevant proof in support shall be submitted.
- e. **Professional Tax Certificate**: Copy of an up-to date Professional Tax Certificate issued by the competent authority of the concerned Autonomous District Council, if the registered office of the tenderer is located in Meghalaya.

2.1 Documents supporting the Minimum Eligibility Criteria

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2(a), attested copy of certificates of incorporation issued by the respective Registrar of firms/companies shall only be acceptable.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(b), attested copy of the audited balance sheets for the last three financial year shall only be accepted.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(c), valid attested copy of PAN, GST registration, Labour Registration, EPFO Registration, ESIC Registration shall only be acceptable.
- (iv) In proof of having fully adhered to minimum eligibility criteria at 2(d), attested copy of work orders along with work completion certificate/experience certificates in the prescribed format showing continuous experience in the field for the last three years, issued by the Government Departments, Public and Private Sector Undertakings and Institutes and Organisation(s) owned, controlled and managed by the Government shall only be acceptable. Format of Experience certificate is enclosed as Annexure-XI.
- (v) In proof of having fully adhered to minimum eligibility criteria at 2(g), attested copy of up-to date Professional Tax Certificate issued by the competent authority of the concerned Autonomous District Council, if the registered office of the tenderer is located in Meghalaya.

3. EARNEST MONEY DEPOSIT:

3.1 The bids shall be accompanied by an Earnest Money Deposit of ₹ 2,00,000/- (Rupees Two Lakh) only in the form of crossed Demand Draft or crossed Pay Order or crossed Bankers Cheque. The validity of the Demand Draft/pay order/bankers cheque must be up to 3 (three) months starting from the date of submission of the bids. The Demand Draft shall be in favour of **Chief Executive Officer, MZPIS payable at Shillong**. For individual from Scheduled Tribe (ST)/ Scheduled Caste (SC) Community, Earnest Money Deposit (EMD) of ₹ 1,00,000/- (Rupees One Lakh) only in the form of crossed Demand Draft or crossed Pay Order or crossed Bankers Cheque is applicable.

3.2 The Tenderer should enclose original copy of the earnest money deposit to the bid submission application on or before the time of closing of the submission of the Bids.

3.3 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.

3.4 Tenderers shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.

3.5 The bids without Earnest Money Deposit shall be summarily rejected.

3.6 No claim shall lie against the Government/Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

3.7 The bid security (earnest money deposit) may be forfeited:

(i) If the tenderer withdraws his bid during the period of bid validity specified by the tenderer in the bid form; or

(ii) In case of successful tenderer, if the tenderer

(a) Fails to sign the contract in accordance with the terms of the tender document

(b) Fails to furnish required performance security deposit in accordance with the terms of tender document within the time frame specified by the Client.

(c) Fails or refuses to honor his own quoted prices for the services or part thereof.

(d) In such case, the tenderer is also liable to be debarred from future tendering.

3.8 No interest shall be paid on the earnest money deposit.

4. VALIDITY OF BIDS

4.1 Bids shall remain valid and open for acceptance for a period of **90 days** from the last date of submission of Bids.

Office of Chief Executive Officer, MZPIS
Tender Booklet for Operation of Cafeteria and providing catering services

- 4.2 In case Client calls the tenderer for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the tenderer.
- 4.3 The Client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

5. OBTAINING TENDER DOCUMENTS

- 5.1 The eligible firms and companies may obtain this Tender Booklet containing details intended cafeteria services to be provided and Terms and Conditions from office of the Chief Executive Officer, Meghalaya Zoo Project Implementation Society (MZPIS), Sylvan House, Lower Lachumiere, Shillong-793001 on payment of Rs. 500/- (Rupees Five Hundred) only in cash or by a crossed Demand Draft or crossed Pay Order or crossed Bankers Cheque drawn in favour of the Chief Executive Officer, Meghalaya Zoo Project Implementation Society payable at Shillong from a Bank having a Branch in Shillong. Alternatively, the Tender Booklet may be downloaded from website of the Forests and Environment Department, Government of Meghalaya (<https://megforest.gov.in/>). In such case, payment of Rs. 500/- (rupees five hundred) only needs to be done as mentioned above and enclose copy along with Bid submission form.
- 5.2 The Tender Booklet will be available for sale upto 17.00 Hrs on 20.10.2023.
- 5.3 Last date and time for receipt of the completed bid is 30.10.2023 up to 13.00 Hrs
- 5.4 The bids will be opened on 30.10.2023 at 14.00 Hrs.
- 5.5 The Government of Meghalaya or the CEO or any other officer in the Government of Meghalaya shall not be responsible for any delay in sending the tender document by post. No plea of tender reaching late due to accident, traffic jam, strike etc. shall be entertained.

6. PREPARATION AND SUBMISSION OF BID APPLICATION IN OFFICE OF CEO, MZPIS

- 6.1 The tenderers who are desirous of participating in operating cafeteria and providing catering services shall submit their Bids in two bid system i.e. separate envelopes for Technical bid and Financial bid. The sealed envelope for Technical Bid shall contain bid submission form along with copies of all relevant certificates, documents etc. including earnest money deposit certificate as per the requirements contained in Clause 3 of Annexure II of the Tender document in support of their technical bid and all the affidavits in original as mentioned in Clause 7 of Annexure II of the tender document. This sealed envelope shall be superscribed by "Technical Bid for Operation of Cafeteria and providing catering services in Meghalaya State Zoo, Umtrew". The sealed envelope for Financial Bid, shall contain duly signed and filled financial bid given at Part-II of Annexure-VII.

This sealed envelope shall be superscribed by "Financial Bid for Operation of Cafeteria and providing catering services in Meghalaya State Zoo, Umtrew". The tenderer should sign on all statements, documents etc. submitted by him, owning responsibility for their correctness/authenticity.

- 6.2 Both sealed envelopes of Technical Bid and Financial Bid shall be put in one single sealed envelope superscribed by "Tender for Operation of Cafeteria and providing catering services in Meghalaya State Zoo" in drop box at **Office of the Chief Executive officer, Meghalaya Zoo project Implementation Society, Sylvan House, Lower Lachumiere, Shillong-793001** or sent by speed post or registered post at the above highlighted address on or before the dates specified in the tender document.
- 6.3 The Tenderer should submit technical and financial bid as per the instructions contained in **Clause 7 to Clause 12 of Annexure II** of the tender document
- 6.4 The bids shall be summarily rejected, if the tender is submitted after scheduled time and date or original Earnest money Deposit and other documents viz. affidavits are not submitted by the Tenderers within stipulated date/time as mentioned in **Annexure I** of tender document.
- 6.5 Each bid shall consist of a single envelope containing separate envelope for Technical and Financial Bid along with all relevant documents.
- 6.6 The Technical and Financial Bid shall be filled in by making neatly typed or hand written appropriate entries by the tenderer himself or by a person duly authorised to submit and sign the tender on behalf of the tenderer (hereinafter referred to as the 'authorised signatory').
- 6.7 All entries in the tender shall be made in the English language only.
- 6.8 Overwriting in the Tender Booklet is strictly forbidden. Cutting and corrections in the bid, if any, should be attested by the tenderer or authorised signatory by affixing full signature along with date. Bids containing non-attested over-written or doubtful entries are liable to be rejected.
- 6.9 The envelope containing the Tender shall be addressed to the Chief Executive Officer, Meghalaya Zoo Project Implementation Society, Sylvan House, Lower Lachumiere, Shillong-793001, Meghalaya.
- 6.10 The tenderer should affix his full address on left bottom corner of the envelope containing the Tender.
- 6.11 The envelope containing the complete bid requirements shall reach the office of the Chief Executive Officer, Meghalaya Zoo Project Implementation Society, Sylvan House, Lower Lachumiere, Shillong-793001, Meghalaya on or before the due date and time prescribed in the Annexure-I above. If desired, the tenderer may put the envelope containing tender directly in a Tender Box kept at the reception counter at the office of the Chief Executive Officer, Meghalaya Zoo Project Implementation Society, Sylvan House, Lower Lachumiere, Shillong-

793001, Meghalaya. All bids received by the client by hand or by post on or before the due date and time prescribed in the Annexure-I above shall be put in the afore-mentioned tender box after making an entry in a register kept in office of the CEO.

- 6.12** Immediately at the prescribed due date and time for the receipt of bids, the tender box will be sealed in the presence of the tenderers or authorized signatories. In no case bids received after due date and time shall be accepted. The client and any other authority in the State of Meghalaya shall not be responsible for any delay in the submission of bid. All bids received after the due date and time shall be returned to the respective tenderer without opening the same.
- 6.13** Due to any unavoidable reason(s), if the office of the CEO remains closed on the last date prescribed for receipt of the bids, the bids will be received during the next working day at the same venue up to the same time.

7. TECHNICAL BID

7.1 The Tenderer shall be required to follow the procedure as specified above and submit the Technical cum Financial Bid in the office of Chief Executive Officer, Meghalaya Zoo Project Implementation Society, Shillong. The following documents shall comprise technical bid:-

- a. Annexure-VI:** The Tenderer shall be required to print "Bid Submission Form" as per Annexure-VI on entity's letterhead, sign and submit it along with all documents.
- b. Fee for tender Booklet:** The Tenderer shall be required to download the tender document from Forests and Environment Department website (megforest.gov.in) or obtain it from office of Chief Executive officer, MZPIS on payment of Rs. 500/- (Rupees Five Hundred Only). The original or a copy of the money receipt of making payment of the cost of the Tender Booklet or a crossed Demand Draft or crossed Pay Order or crossed Bankers Cheque for payment of amount in-lieu thereof in case the tender booklet has been downloaded from website of the Forests and Environment Department, Government of Meghalaya.
- c. Earnest Money Deposit :** The Tenderer shall ensure that original of the earnest money deposit is also submitted along with Bid Submission Form in the office as per the instructions of Clause 3 of Annexure-II.
- d. Application Fee:** Court fee stamps of the Rs. 1,000.00 (Rupees One Thousand Only) denomination or a crossed Demand Draft or crossed Pay Order or crossed Bankers Cheque for payment of amount in-lieu thereof.
- a. Documents in support of Minimum Eligibility Criteria:** The Tenderer shall be required to submit each of the document along with Bid Submission Form as mentioned in Clause 2.1 of Annexure-II of the Tender Document in support of their fulfillment of minimum eligibility criteria.
- b. Annexure VII: Technical Bid Form:** The Tenderer shall be required to sign and submit the Technical Bid Form as per Part-I of Annexure VII.

- c. **Annexure-VIII:** The Tenderer shall be required to submit a notarized affidavit on non judicial stamp paper of Rs.10/- as per Annexure-VIII to the effect of acceptance of the terms and conditions of the tender document. A original copy of the same to be enclosed along bid submission form as per the timelines defined in the tender document.
- d. **Annexure-IX:** The Tenderer shall be required to submit a notarized affidavit on non judicial stamp paper of Rs.10/- as per Annexure-IX to the effect that none of the relatives of the Tenderer are employees of Client and that the tenderer has not been convicted of an offence under the Prevention of Corruption Act, 1988, Food Safety and Standards Act, 2006 and the tenderer has not been convicted under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. A original copy of the same to be enclosed along bid submission form as per the timelines defined in the tender document.
- e. **Annexure-X:** The Tenderer shall be required to submit a notarized affidavit on non judicial stamp paper of Rs.10/- as per Annexure-X to the effect that they have fully adhered to minimum eligibility criteria as per the requirements of the tender document and has provided catering services in the Government Departments, Public and Private Sector Undertakings and Institutes and Organisation(s) owned, controlled and managed by the Government. The format of Experience certificate is given at Annexure- XI.
- f. **Annexure-XII:** The Tenderer shall be required to submit a notarized affidavit on non judicial stamp paper of Rs.10/- as per Annexure-XII to the effect that they have trained manpower on their rolls for providing requisite services in accordance with the conditions of the tender document.
- g. If the tenderer is a Co-operative society or a Firm or a Joint Stock Company:
- a) Original or certified copy of the Registration Certificate from the concerned Registration authority
 - b) Certified copy of the resolution/document authorizing the person who signs the tender or authorized signatory
 - c) Statement regarding authorised, subscribed and paid-up capitals
 - d) Copy of up-to-date GST clearance certificate issued by the concerned competent authority of the Government
 - e) Copy of up-to-date Professional Tax Clearance Certificate issued by the competent authority of the concerned Autonomous District Council if office is located in Meghalaya.

7.2 All pages of the Technical Bid together with all the documents enclosed with the bid shall be signed by the tenderer or authorized signatory.

7.3 In case the space on any page is insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consequently and be signed by the tenderer. In such cases reference to the additional pages may be added in the covering letter.

7.4 The originals of Earnest Money Deposit, copy of money receipt or original crossed Demand Draft or crossed Pay Order or crossed Bankers Cheque in support of payment of fee of tender booklet, Annexure-VII, Annexure-VIII, Annexure-IX, Annexure-X, Annexure-XI, Annexure-XII. All these documents etc shall be enclosed to Bid submission Form (with affixed court fee stamp of Rs. 1000/-) along Authority Letter to sign on behalf of the Tenderer and other necessary documents should be delivered by the Tenderer in an envelope superscribed "Tender for Operation of Cafeteria and providing catering services in Meghalaya State Zoo, Umtrew" in drop box at Office of the **Chief Executive Officer, Meghalaya Zoo Project Implementation Society, Sylvan House, Lower Lachumiere, Shillong-793001** or sent by speed post or registered post at the above highlighted address on or before the dates specified in the tender document.

8. TECHNICAL BID OPENING PROCEDURE

8.1 Bids shall be opened by Technical Evaluation Committee notified by the Chairman, Governing Body in this regard, in the presence of the tenderers or their representative duly authorized by them who wish to remain present, at the office of the Chief Executive Officer, Meghalaya Zoo Project Implementation Society, Sylvan House, Lower Lachumiere, Shillong 793001 Meghalaya at the date and time prescribed in the Notice Inviting Tender (Annexure-I).

8.2 Due to any unavoidable reason(s) if the office of the CEO remains closed on the date prescribed for opening of the tender, the bids shall be opened on the next working day without any change in the venue and time.

8.3 All the qualified tenderers/their authorized representatives whose choose to be present at the time of opening of the Technical Bids shall be required to produce authority letter.

8.4 Following procedure shall be adopted for opening of bids:

(i) Immediately after opening of the tender box, total number of bids received and the name of tenderers will be announced to all the tenderers or their representatives present during the opening of the bids and the same will also be entered in the tender opening minute register.

(ii) The sealed envelopes received from various tenderers will be initialed and be opened one by one in the same order in which they have been entered in the tender opening minute register. After opening the sealed cover, each page of the Technical Bid will be initialed by the members of technical Committee notified by Chairman of Governing Body, MZPIS, Shillong authorised for opening of bids and details of EMD, non-judicial court fee stamp or amount in lieu thereof and the original money receipt in respect of the cost of tender document or amount in

lieu thereof will be entered in the tender opening minute registers. All bids received without prescribed EMD, court fee stamp or amount in lieu thereof and the original or a copy of money receipt for payment of the cost of tender document or amount in lieu thereof are liable to be summarily rejected.

- 8.5** A letter of authorization shall be submitted by the Tenderer's representative, in case they wish to be present for opening of the bids before opening of the Bids.
- 8.6** Absence of tenderer or their representative shall not impair the legality of the opening procedure.

9. CLARIFICATION ON TECHNICAL BID EVALUATION.

9.1 The technical bids shall be evaluated based on the available documents submitted by the tenderer. To assist in the examination, evaluation, and comparison of the bids, and qualification of the tenderers, the Technical Evaluation Committee may, at its discretion, ask any tenderer for a clarification of its bid. Any clarification submitted by a tenderer that is not in response to a request by the Technical Evaluation Committee shall not be considered. The Technical Evaluation Committee request for clarification and the response shall be in writing in conventional manner.

9.2 If a tenderer does not provide clarifications of its bid by the date and time set in the Technical Evaluation Committee's request for clarification, its bid may be rejected.

9.3 Technical Evaluation Committee also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the tenderer as per clause 2.1 and affidavits as per clause 7.1 of Annexure-II.

10. TECHNICAL BID EVALUATION

10.1 Tenderers may note that a two-stage procedure will be adopted in evaluating the bids, with the technical evaluation being completed prior to opening of financial bids

10.2 The bids from tenderers shall be evaluated by a 'Tender Evaluation Committee' constituted by the Chairman, Governing Body, Meghalaya Zoo Project Implementation Society, Shillong.

10.3 The eligibility of tenderer for technical evaluation shall be done based on the following criteria:

- (i) That the Tenderer has signed and submitted copy of the 'Bid Submission Form' as per Annexure-VI in the prescribed format.
- (ii) The original of the EMD, Tender Booklet Fee, application fee and other affidavits should be submitted by the Tenderer as per the timelines specified in the tender document.


Chief Executive Officer
Meghalaya Zoo Project Implementation Society

- (iii) That the Tenderer meets the minimum eligibility criteria as per Clause 2.1 of Annexure- II and has submitted copies of all documents required in support of minimum eligibility criteria as per clause 2.1 of Annexure-II.
- (iv) That the Tenderer has signed and submitted copy the Technical Bid Form as par Annexure-VII in the prescribed format along with bid submission Form.
- (v) That the Tenderer has submitted a copy of notarized Affidavit as per Annexure-VIII in the prescribed format along with bid submission Form.
- (vi) That the Tenderer has submitted a copy of notarized Affidavit as per Annexure-IX in the prescribed format along with bid submission Form.
- (vii) That the Tenderer has submitted a copy of notarized Affidavit as per Annexure-IX in the prescribed format along with bid submission Form. Also, enclosed experience/performance certificate as per given format at Annexure-XI.
- (viii) That the Tenderer has submitted a copy of notarized Affidavit as per Annexure-XII in the prescribed format along with bid submission Form.

10.4 The bids shall be summarily rejected, if original Earnest money Deposit and other documents viz. affidavits are not submitted by the Tenderers within stipulated date/time as mentioned in Annexure I of tender document.

10.5 A substantially responsive bid shall be one that meets the requirements of the bidding document in totality. The technical bid not meeting the minimum eligibility criteria as per the tender document, shall be rejected.

10.6 If violation in earlier contract has found in the experience certificate, which is of nature of moral turpitude or breach of secrecy, then Technical Evaluation Committee may reject the bid based on seriousness of matter. Technical Evaluation committee shall bring to notice of Governing Body such violation.

10.7 The tenderer should submit the list of clients served (current and previous) during the last five years. The tenderer must also give references of organizations/ companies where their current responsibility includes providing catering and maintenance services. Also certificates from minimum three clients with respect to quality of performance of the tenderer and the total number of staff in the tenderer's company / firm engaged in this work should also be provided.

10.8 The tenderer must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.

10.9 The tenderer must not have been suspended / delisted / blacklisted / banned or any such process initiated against him / her, by any organization including Forests and Environment Department at any location in India on any grounds.

Plaza
Chief Executive Officer
Meghalaya Zoo Project Implementation Society

Office of Chief Executive Officer, MZPIS
Tender Booklet for Operation of Cafeteria and providing catering services

10.10 The bids from eligible tenderers shall be evaluated by the Tender Evaluation Committee.

10.11 Technical Bids of applicants will be evaluated based on the eligibility criteria as stated below after scrutinizing all the relevant documents as sought from tenderers-

Technical scores (Ts) will be given to the tenderers using the following criteria:

Criteria I	Annual Turnover (Average of last three financial years) as on March 31, 2023. a) 15 lakhs to 30 Lakhs b) 30 Lakhs to 50 lakhs c) Above 50 lakhs	(maximum 30 marks) 10 marks 20 marks 30 marks
Criteria II	The agency's experience (contract for similar services with Government Departments, Public and Private Sector Undertakings and Institutes and Organisation(s) owned, controlled and managed by the Government a) 3 years b) 4-5 years c) Above 5 years	(maximum 30 marks) 20 marks 25 marks 30 marks
Criteria III	Performance certificates (Performance / Feedback Report): For each satisfactory experience certificate 2 points will be given for any 5 certificates	(maximum 10 marks)
Criteria IV	Number of Clients served during last 5 years in any Government Departments, Public and Private Sector Undertakings and Institutes and Organisation(s) owned, controlled and managed by the Government a) 3-4 b) 4-5 c) More than 5	(maximum 30 marks) 20 marks 25 marks 30 marks

10.12 The Tenderer should submit self-attested copies of the relevant documents in support of the parameters being considered during technical evaluation.

marks out of total 100 marks as per the table above) shall only be considered for further evaluation in the Financial bid.

- 10.14** The technical bid not meeting the minimum requirements as per the tender specification shall be rejected.
- 10.15** The Technical score (Ts) derived after Technical Evaluation will have weightage of 60 per cent in Cumulative score (Cs).
- 10.16** Information relating to the evaluation of the tenders shall not be disclosed to tenderers or any other persons not officially concerned with such process until information on awarding of contract is communicated to all tenderers.
- 10.17** The Technical Evaluation Committee will analyse the bids, prepare an authenticated Comparative Statement, past experience in supply of similar services supplied by the tenderer to Government Departments, Public and Private Sector Undertakings and Institutes and Organisation(s) owned, controlled and managed by the Government during the period of last three years, shortlist and rank the tenderers, who are technically eligible for operation of Cafeteria and providing catering services.
- 10.18** Technical Evaluation Committee shall obtain reports on past performance of the tenderer if required. Technical Evaluation Committee shall evaluate the said reports. If any tenderer is not found to possess the required eligibility for participating in the tendering process and/or her/his experience certificates received from her/his clients are found unsatisfactory, Technical Evaluation Committee reserves the right to reject her/his offer even after opening of Part I of the tender.

11. FINANCIAL BID

- 11.1** The Tenderer shall be required to quote their Financial Bid in a Financial Bid Form as per Part-II of Annexure-VII.
- 11.2** The Tenderer should quote amount for Monthly Rent for use of cafeteria space and other services from client for operation of Cafeteria and providing catering services in terms of Indian Rupees (in figures as well as words in English). In case of difference of rate in figures and words, rate written in words shall only be considered. If rate is not quoted, the bid will not be valid and hence the same will be rejected.
- 11.3** The rate quoted shall be firm and final. It is expected that the tenderer will pay Monthly Rent for Cafeteria and share some portion of earnings as fixed monthly rent for providing space and attracting visitors through established zoo infrastructure. The client will neither be held responsible if any loss incurred by the tenderer. Even tenderer earns more amount than expected then also client does not have any claim on that. The rate should take into account all costs i.e.

Operating cost, Overhead cost, payment of Minimum Wages and other statutory charges as applicable from time to time, contingency cost etc. The quoted monthly rent will be exclusive of payment of GST through Tax Deduction at Source and Income tax required if required to be paid by tenderer on payment of rent, which is payable as per Government of Meghalaya norms from time to time.

- 11.4 At the time of payment of bills, the income tax and any other tax/duty etc. that is required to be deducted, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.
- 11.5 The rate shall be quoted by the tenderer both in numbers and words. In case of any doubt or discrepancy the rates quoted in words shall be treated as final.
- 11.6 The rate quoted by the tenderer shall be valid for acceptance for a minimum period of ninety (90) days from the date of the opening of the tender.
- 11.7 Conditional bids are liable to be rejected summarily.

12. FINANCIAL BID OPENING PROCEDURE

- 12.1 The Financial Bids of all the technically qualified Tenderers, whose bids are accepted in conformity with the required specifications shall be informed on the appointed date and time in presence of the qualified tenderers/their authorized representatives, who choose to be present at the time of opening of the financial bids.
- 12.2 Absence of tenderers or their authorized representatives shall not impair the legality of the process.
- 12.3 Mere becoming the lowest tenderer, prior to financial bid scrutiny will not give any right to the Lowest tenderer to claim that he is successful in the bidding process.
- 12.4 The CEO shall submit the report of the Technical Evaluation Committee along with the bids received, in original, to the Governing Body. The Governing Body, MZPIS will open financial bids recommended by the Tender Evaluation Committee and such other information as it may consider necessary will take the decision as to the Tenderer in whose favour order(s) for Operation of Cafeteria and providing catering services in Meghalaya State Zoo is to be placed.
- 12.5 Processing and acceptance of the Tenders shall be governed by all other orders/instructions/ guidelines/office memorandum issued by the Government of Meghalaya from time to time and rules and regulations of MZPIS.

- 12.6 Rate quoted by a tenderer shall remain valid for acceptance for a minimum period of ninety (90) days from the date of the opening of the tenders. Any

unsolicited correspondence by any tenderer after opening of tenders is liable to render the tender submitted by him/her as invalid.

12.7 The tenderers should take into consideration that the employees deployed in the cafeteria are required to be paid as per Government of Meghalaya prescribed minimum wages, Bonus, PF, ESIC and other essential amenities in line with Minimum Wages Act, 1948 and Contract Labour Regulation and Abolition (CLRA) Act.

13. EVALUATION OF FINANCIAL BID AND CUMULATIVE SCORE (Cs)

13.1 The Financial score (Fs) derived after Financial Evaluation of bids will have weightage of 40 per cent in Cumulative score (Cs)

13.2 The evaluation criteria to be adopted for arriving at the Financial score (Fs) in the Part-II (Financial Bid) is as stated under-

The normalized percentile system will be used in deciding marks for Financial score (Fs). Bids of eligible tenderers will be opened by Governing Body, MZPIS. The amount of monthly rent (in Rs) quoted by Highest tenderer among eligible tenderers from technical evaluation (with 70 per cent and above marks) will be taken as base with a Financial score (Fs) of 100. Financial score (Fs) for the remaining tenderers shall be calculated based on the following formula:-

$$\text{Financial score (Fs)} = \frac{\text{Price quoted by particular tenderer for monthly rent of cafeteria}}{\text{Price quoted by Highest Tenderer (H1) for monthly rent of cafeteria}} \times 100$$

13.3 The Cumulative score (Cs) will be weighted sum of Technical score (Ts) and Financial score (Fs) in the ratio of 60:40.. The successful tenderer will be decided based on the highest obtained Cumulative score (Cs).

13.4 The Governing Body reserves the right to accept or reject all or any bid, wholly or partially, without assigning any reason(s) thereof. The Governing Body is not bound to accept the tenderer with highest cumulative score (Cs₁) and reserves the right to accept either in full or in part any bid. The Client also reserves the right to reject all the bids without assigning any reason thereof.

13.5 In case, Cumulative score (cs) of two or more tenderers is same, then Governing Body will take final call based on work experience first and if experience is found same then based on average annual turnover of last three financial years. The Governing Body will also have the discretion to call a fresh tender if Monthly Cost per Head (in Rupees) quoted by tenderers are not to its satisfaction.

14. RIGHT OF ACCEPTANCE:

14.1 The Client reserves all rights to reject any bid including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever and

Handwritten signature
Chief Executive Officer
Meghalaya Zoo Project Implementation Society

does not bind itself to accept the lowest or any specific bids. The decision of the Client in this regard shall be final and binding.

- 14.2** Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work shall render the tenderer's bids liable for rejection.
- 14.3** The Governing Body, Meghalaya Zoo Project Implementation Society, Shillong reserves the right to award any or part or full contract to any successful agency(ies) at its discretion and this will be binding on the tenderers.
- 14.4** In case of failure to comply with the provisions of the terms and conditions of the contract by the agency(ies) that has/have been awarded the contract, the Client has the right to award the contract to the next tenderer who has obtained second highest Cumulative score (Cs2) or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the tenderers.
- 14.5** The office of the Chief Executive Officer, Meghalaya Zoo Project Implementation Society, Shillong may terminate the Contract if it is found that the Contractor is black listed/debarred on previous occasions by any of the Government Departments/ Institutions/ Local Bodies/ Municipalities/ Public Sector Undertaking etc.

15. LETTER OF ACCEPTANCE AND OPERATION ORDER

- 15.1** After determining the successful Tenderer with highest Cumulative Score (Cs1), CEO shall issue a Letter of Acceptance, in duplicate, to successful tenderer (hereinafter referred to as Contractor).
- 15.2** On receipt of the approval from the client, the CEO may place Letter of Acceptance in favour of the contractor requesting to submit Bid security amount of 3 months rent for which Letter of Acceptance has been placed in his/her favour by a crossed Demand Draft or a crossed Pay Order or a crossed Bankers Cheque or a Fixed Deposit Receipt drawn in favour of the Chief Executive Officer, Meghalaya Zoo Project Implementation Society payable at Shillong from a Bank having a Branch in Shillong within a period of 05 (five) days from the date of issue of such Letter of Acceptance.
- 15.3** Trading License: The requirement for the KHADC Trade license is based on the United Khasi-Jaintia Hill District (Trading by Non-tribal) regulation Act 1954 (Under 6th Schedule) under the sub-para Control of Trading By Non Tribal 'No person other than a tribal resident in the district shall carry on wholesale or retail trade or business within the Khasi Hills Autonomous District except under a license issued in that behalf by an officer of the District Council duly authorized

by the Executive Committee under provisions of this Regulation and the Rules made there under. So as per the above rule all the non-tribal firm must possess the KHADC Valid Trading License, before starting of catering services in cafeteria.

- 15.4** Licence: The Tenderer should possess a valid licence from the respective Controlling Authority of the Government under the Food Safety and Standards Authority of India (FSSAI) and other relevant registration or licence required for operating cafeteria and providing food services in Meghalaya State Zoo.
- 15.5** Any other document necessary for operation of food services in cafeteria.
- 15.6** On payment of Bid Security Amount for the amount specified hereinabove by the contractor and submission of Trading Licence or exemption letter from competent authority and registration with FSSAI, the CEO shall issue a operation order in favour of such contractor.
- 15.7** Once necessary tools, equipments and manpower mobilized for Operation of Cafeteria and providing catering services in the Meghalaya State Zoo by Contractor then contract shall be signed between two parties and the same shall be registered.
- 15.8** A operation order shall be sent to the supplier through registered post, email and Whatsapp.
- 15.9** The issuance of Letter of Acceptance to the contractor shall constitute an integral part and it will be a binding to the contract.
- 15.10** The time taken between the date of issue of Letter of Acceptance and operation order shall not prevent the contractor for mobilization.
- 16. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)**
- 16.1** The Earnest Money Deposit of the unsuccessful tenderers in the technical Bid evaluation stage shall be returned along with their unopened financial bids within seven (07) days after opening of the eligible financial Bids.
- 16.2** The Earnest money Deposit of the unsuccessful tenderers in the financial bid evaluation stage shall be returned within seven (07) days, on award of contract to the Successful tenderer.
- 16.3** The Earnest money deposit of all the tenderers shall be returned along with their un opened financial bids, in case of cancellation of Tender after the opening of Bids and prior to opening of financial bids.
- 16.4** No interest shall be payable on the Earnest Money Deposit returned to

unsuccessful tenderers.

17. RENEWAL OF AGREEMENT

17.1 The agreement will be renewed for 2 more years, one year each time after initial one year completion with 5% increase in payable Monthly Rent for each year, if performance of Contractor is found satisfactory by the Governing Body. The Chief Executive Officer, MZPIS will put up recommendation report in this regard before Governing Body, MZPIS.

17.2 After completion of 3 (three) years the fresh tenders may be called or the Swiss challenge system may be opted or used or in case, Governing Body has been satisfied with services of Contractor then in such case the agreement can be renewed for one more year with 20% increase in the payable monthly rent amount. Thereafter, the agreement will be renewed for three more years with one year at a time with 5% increase in payable Monthly Rent for each year, if performance of Contractor is found satisfactory by the Governing Body.


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ANNEXURE-III
GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS

1.1 General

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

“Agreement”	In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule. The word “Agreement” and “Contract” has been used interchangeably.
Party	The word “party” means the Successful Tenderer to whom the operation order for Operation of Cafeteria and providing catering services has been issued and the Client “Meghalaya Zoo Project Implementation Society”.
Letter of Acceptance	Shall mean the intent of the Client to engage the successful tenderer for Operation of Cafeteria and providing catering services in its premises
Operation Order	Shall mean the date at which the cafeteria services are to commence in zoo premises
‘Confidential information’	shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business / assets of Client including the information having the commercial value.
“Termination Date”	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
“Termination Notice”	Shall mean the notice of Termination given by either Party to the other Party
Contractor	Shall mean the successful tenderer to whom the work of o-peration of Cafeteria and providing catering services in zoo premises has been awarded.


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1.2 CONFIDENTIALITY

- a) The Contractor shall take all precautions not to disclose, divulge and/or disseminate to any third party any confidential information, proprietary information on the Client's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client's information.
- b) If the Contractor receives enquiries from Press/ News/ Media/Radio/Television or other bodies/persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries.
- c) The cafeteria Staff shall not accept any gratitude, tip or reward in any shape or form.

2 PERFORMANCE SECURITY DEPOSIT

- 2.1 The successful tenderer within five days of the acceptance of the LoA shall execute a Performance Security Deposit in the form of a crossed Demand Draft or crossed Pay Order or crossed Bankers Cheque in any nationalized bank, a sum equivalent to 3 months rent in favour of Chief Executive Officer, Meghalaya Zoo Project Implementation Society payable at Shillong.
- 2.2 The Performance security deposit can be forfeited by order of the Chief Executive Officer, MZPIS in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the operation order. On expiry of the contract, such portion of the said performance security deposit as may be considered by the Office of the Chief Executive Officer, Meghalaya Zoo Project Implementation Society sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
 - a) If the contractor is called upon by the Chief Executive Officer, Meghalaya Zoo Project Implementation Society to deposit Security amount and the contractor fails to provide the performance security deposit within the period specified, such failure shall constitute a breach of the contract and the Office of the Chief Executive Officer, Meghalaya Zoo Project Implementation Society shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
 - b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute. No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor

3. OPERATION ORDER

After the acceptance of the LoA, securing Performance Security Deposit and trading licence, copy of registration with Food Safety and Standards Authority of India (FSSAI), registration under Shop and Establishment Act from the successful tenderer, CEO shall issue the 'Operation Order', to the contractor authorising him to provide cafeteria services in the Office at the specified locations.

4. SIGNING OF CONTRACT AGREEMENT

- 4.1 The successful Tenderer shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.
- 4.2 CEO shall prepare the draft Articles of Agreement in the Proforma included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Tenderer for their concurrence.
- 4.3 The successful Tenderer shall return the duly concurred copies of the draft Articles of Agreement within Two (02) days of receipt of the draft Articles of Agreement from CEO, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
- 4.4 The successful vendor shall execute an agreement (English) on stamp paper (stamp duty shall be borne by the successful tenderer).
- 4.5 The CEO shall sign the Contract agreement and return a copy of the same to the successful tenderer.

5. SERVICES REQUIRED BY THE CLIENT

- 5.1 The Contractor shall be operating Cafeteria and providing catering services as per the details given herein, or any other location as required by the Client to be read with the Assignment Instructions stated in the Schedule of Requirements.
- 5.2 The Contractor shall pay the charges as agreed between the Client and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of Bidding process.
- 5.3 The Contractor shall ensure deployment of Cafeteria staff with 8 hours shift. The Contractor shall provide Cafeteria services in the zoo premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the contractor's obligations.
- 5.4 The Contractor shall also ensure that no cafeteria staff are made to work beyond 12 hours in a day i.e. an overtime of maximum of 4 hours (in addition to regular shift of 8 hours) in a working shift shall be admissible. In case the Contractor is found to engage / deploy the cafeteria staff in the duties in excess of 12 hours in a day, necessary applicable deductions for such period shall be made from the performance security deposit presented by the Contractor and further action against the Contractor shall be taken by the Client.

6. COMMENCEMENT OF SERVICES

The Contract shall become legally binding and in force only upon :

- 6.1 Submission of Performance Security Deposit.
- 6.2 The Contractor shall commence cafeteria services in zoo premises within 15 days from the date of receipt order for operation of cafeteria and providing catering services in cafeteria.
- 6.3 The Contractor shall submit detailed resume in respect of the Cafeteria Staff along with Photographs duly attested by their firm after commencement of the cafeteria services to Client's office. In the event of non-compliance of the condition, the Contractor is liable to be terminated and the Contract shall be awarded to the next higher tenderer. The Contractor is also liable to be blacklisted by the Client.

7. CONTRACTOR'S OBLIGATIONS

- 7.1 The Contractor shall provide Cafeteria services at Meghalaya State Zoo premises as per assignment instructions stipulated in the Schedule of Requirements which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.
- 7.2 The Contractor shall ensure the hygiene and sanitation as per the directions of the client to be complied in totality. In cases of negligence of duties, or in cases of non-compliances of the instructions, or in cases of breach of the conditions of the contract, the Contract shall be liable to be terminated, the performance bank guarantee submitted by the Contractor shall be forfeited and the Contractor shall be liable to be blacklisted by the Client.
- 7.3 The Contractor shall provide Cafeteria Services as per the assignment Instructions and as per the directions of the Client through its uniformed and trained staff for the performance of its services hereunder and the cafeteria staff deployed shall be employees of the Contractor only and the client shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Contractor.
- 7.4 The Contractor shall ensure that all the cafeteria staff are covered under the provisions of Minimum Wages Act. The Contractor shall also ensure that the salary of the cafeteria staff should not be less than the prevailing minimum wages notified by State Government of Meghalaya under any circumstances.
- 7.5 The Contractor shall also ensure that all the cafeteria staff are paid their salary in accordance with the monthly contracted amount with the Client. In case it is found that the Contractor has disbursed salary to the cafeteria staff less than the legal provisions then the Contract shall be terminated with prior notice, the performance security deposit of the Contractor shall be forfeited and the Contractor shall be blacklisted.

- 7.6 The Contractor shall ensure that all the cafeteria staff are covered under the

provisions of EPF, ESIC and any other laws applicable from time to time while providing the cafeteria services to Client. The Contractor shall ensure that the details of amount deducted on account of EPF and ESI and any other deducted amount from the cafeteria staff salary are submitted to the Client on a monthly basis.

- 7.7 The Contractor shall produce to the client the details of payments of statutory benefits like EPF, ESIC, bonus, leave, Uniform, relief etc. from time to time to its staff. The Contractor shall be required to produce the details of amount deposited with EPFO, ESIC and any other applicable organization in respect of the cafeteria staff on quarterly basis.
- 7.8 The Client shall have the right, within reason, to have any Cafeteria staff removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the staff with prior permission of the Client, in case any emergencies arises then it can be intimated post facto.
- 7.9 The Contractor shall cover its Cafeteria staff for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.
- 7.10 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of cafeteria Services in accordance with assignment instructions.
- 7.11 The Contractor shall ensure that its staff do not allow any property of the Client to be taken outside of the premises without the written permission of the person(s) authorised by Client.
- 7.12 The Contractor shall issue identity cards/identification documents to all its employees who will be instructed by the Contractor to display the same.
- 7.13 The staff of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 7.14 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.
- 7.11 The Contractor shall provide uniform to its Cafeteria staff at its own cost.
- 7.12 The Contractor shall cover all its staff under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted by the Contractor from time to time to Client.
- 7.13 The Contractor shall submit a copy of wages sheet showing monthly wages paid

to its staff.

- 7.14 The antecedents of Cafeteria staff deployed shall be got verified by the Contractor from local police authority and an undertaking in this regard to be submitted to the Client.
- 7.15 Adequate supervision shall be provided to ensure correct performance of the said Cafeteria services in accordance with the prevailing assignment instructions agreed upon between the two parties.
- 7.16 The Contractor shall ensure preparation of the attendance register of all the Cafeteria staff.
- 7.17 All necessary reports and other information shall be supplied immediately as required and meeting with supervisor may be called by the Client or authorized officer by him.

8. CONTRACTOR'S LIABILITY

8.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the Cafeteria Services to the Client.

8.2 The Contractor shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:

8.2.1 caused by, resulting from or in connection with any Biological or Chemical Contamination or any Nuclear Risks;

8.2.2 consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of the cafeteria Services to the Client.

8.3 The Contractor shall not Sub-Contract, transfer or assign the contract or any other part thereof without prior written permission of the Client. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractor's risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

8.4 Except as expressly otherwise provided, the Contractor shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the cafeteria Services are to be provided to enable visitors to avail necessary food Services. Such equipment and facilities shall include, without limitation, adequate heating/air, lighting, power, toilet facilities and chair,

drinking water, office stationery, files, ledgers, registers etc.

- 8.5 The contractor shall keep records of all expenditures and earnings as mandated by any Act or rule. Also, a copies of bill in the form of electronic print or hand written shall be kept and supplied by contractor to authorized officer of concerned department.
- 8.6 The contractor will give GST included bills to customers either generated through electronic media or hand written.
- 8.7 On completion of contractual period and if required intermittently the contractor shall do coloring of cafeteria building. Also, contractor shall do regular maintenance of the electric and plumbing works. If contractor does not do needful then Client shall deduct the necessary amount from performance security deposit.

9. CLIENT'S OBLIGATIONS

- 9.1 No employee of the Contractor shall be contracted or employed by the Client through any other contractor in similar manner within a period of 6 months of having left the services of the Client.
- 9.2 The Client shall comply with and fulfill the Cafeteria recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the Cafeteria Services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the catering Services as soon as possible after the Client becomes aware of them.
- 9.3 The Client shall provide such assistance as considered necessary.
- 9.4 Except as expressly otherwise provided, the Client shall, at its own expense, provide some facilities at beginning of contract at the location to enable contractor to prepare food etc. Such equipment and facilities shall include, Building, Plumbing fittings, Electricity connection, Fans, drinking water connection, etc.
- 9.5 Inventory of all electric fittings and plumbing material will be done by client and contractor for future references.

10. VALIDITY OF CONTRACT

- 10.1 The contract, if awarded, shall be initially for a period of one year from the date of award subject to continuous satisfactory performance. In case of breach of Contract or in the event of not fulfilling the minimum requirements/ statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security deposit deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the Client. The initial period of one year can be further extended for two more terms with one year each time

i.e. the total duration of the contract period shall not exceed three years, subject to satisfactory services at the sole discretion of the office of the Client.

11. PAYMENTS

- 11.1 The Client shall raise demand note per month and submit the same to Contractor by 5th of every following month. The Contractor shall make all endeavour to make payments within 10 days from the date of the receipt of the demand note to the Client.
- 11.2 In addition to the monthly rent, the contractor shall pay for other additional services supplied by the Client such as electricity, water, etc. on monthly basis.
- 11.3 All payments shall be made by Cheque/NEFT only, as per the rules of the Government and as applicable from time to time.
- 11.4 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), in addition to monthly rent payments by the Contractor, and the amount so deducted shall be in addition to the payment made by the Contractor. Client shall provide a certificate certifying the deduction so made.
- 11.5 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the award of Operation order.
- 11.6 Client shall not be liable for any payment of any administrative charges incurred by the contractor on account of disbursement of insurance claim/ EPF/ ESIC etc. towards its employees.

12 LABOUR AND CONTRACTOR'S STAFF

12.1 Labour Compliances

- 12.1.1 The Contractor shall abide by all Labour laws, laws related to EPF Organisation, ESI Corporation. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Client every month alongwith the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonus.
- 12.1.2 Contractor shall at all times indemnify Client against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Meghalaya Shops and Essential Act; Bonus Act or any modification thereof or any other law relating thereto and rules made hereunder from time to time. Client will not own any responsibility in this regard.

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12.2 Engagement of Cafeteria Staff

12.2.1 The Contractor shall make its own arrangements for the engagement of all Cafeteria and other administrative staff for providing food services in zoo premises and shall use due diligence in arranging for a sufficient and suitable staff but all such arrangements in Meghalaya shall be in accordance with the general local usage and subject to the Applicable Laws.

12.2.2 It is suggested that the employment preference may be given to local people of Umtrew and Mawlein Mawkhan Villages without compromising professional skills required for Cafeteria staff.

12.3 Contractor's Staff

12.3.1 The Contractor shall at all times ensure that it has sufficient, suitable and qualified staff to supervise the services at cafeteria and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof.

12.3.2 The Contractor shall submit its Organisation Chart, showing therein the details of key staff with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its staff

12.3.3 The staff engaged by the Contractor shall be dressed in neat and clean uniform (including proper name badges).

13. PENALTIES

13.1 Any deficiency in service and quality as well as quantity of tea/coffee/lunch/special lunch etc. from the specification in rate schedule, decided by the cafeteria committee, will not be accepted. A penalty will be levied for any violation (Annexure - XVI), as indicated below, after giving due notice and opportunity to the Contractor to explain his/her position-

- a) Non-performance / delay in completion of work
- b) Non-payment of wages through electronic mode or non-submission of documentary evidence for such payment
- c) Employment of Minors / Wages not being paid as per State Government Minimum Wages/ Non-adherence to Prohibition/non adherence to Central/State Government laws.

13.2 The Contractor shall keep a suggestion book to be certified by zoo authority to record any suggestion/complaints on performance of services, from the officers/guests and produce the same to the client or its representatives for perusal during their visit to ensure that prompt action has been taken on such complaints and measures taken to avoid their recurrence. The Contractor shall

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attend to all the complaints and address the same as early as possible to the satisfaction of the Bank.

14. BREAKFAST/LUNCH/EVENING SNACKS TIMINGS

14.1 The operation of catering service will start from 8.00 AM on working days. The indicative timings are as follows-

Breakfast- 8.00 Am to 11.30 AM (afternoon)

Lunch- 11.30 AM to 3.30 PM

Evening Snacks- 3.30 PM to Half an hour after zoo closing timing

14.2 Contractor shall arrange for tea /coffee being served to Visitors and Zoo Staff at cafeteria during office hours, on all working days or on any other day as specified by the Client or Director, Meghalaya State Zoo.

14.3 The contractor shall arrange for disposable cups for tea/coffee services, wherever required. In addition, they also have to serve tea / coffee to all other staff as desired by the Client or Director, Meghalaya State Zoo from time to time. However, if required by the Client or Director, Meghalaya State Zoo, catering services will have to be provided beyond office hours.

14.4 The Contractor shall have to serve Special lunches / High Tea / Special Tea as and when required for which prior information shall be given by the Client or Director, Meghalaya State Zoo. Contractor shall also serve packed lunch to Zoo staff and officers in Director office.

14.5 The timings will be decided by Client in consultation with Contractor.

15. INFRASTRUCTURE TO BE PROVIDED BY THE CLIENT

15.1 Cafeteria infrastructure along with electrical fittings, Plumbing and water connection will be provided by the Client.

15.2 The tables, chairs, refrigerator, microwave, small weighing scale, cooking utensils, crockery/cutlery etc. for running cafeteria shall be arranged by Contractor.

Note:

a) The cost of edible materials, cooking gas, napkins and doily papers for various meetings, lunches etc. and transportation will be borne by the Contractor. Use of Kerosene is prohibited in the zoo premises. The arrangement for cooking gas connection will have to be done by the Contractor. Further, regular servicing/repairing of all gas related items will mandatorily have to be done by the Contractor. The cost incurred on the servicing/repairing will be borne by the Contractor.

b) Good quality table cloth and frills for tables in cafeteria and various lunch events and meeting will have to be arranged by the Contractor. Maintenance of the same

will also be arranged by the contractor.

- c) The tenderers are advised to consider the facilities/infrastructure to be provided by the them while quoting their rates.

16. MENU

- 16.1 The contractor is expected to provide good quality vegetarian/non-vegetarian breakfast, lunch and evening snack in proper hygienic condition to Visitors and zoo staff. Tea/Coffee/Lunch/Special Lunch/Normal Tea/ Medium Tea/ High Tea/ breakfast/evening snacks will be served as per the indicative menu attached as Annexure-XV.

17. PRICE OF FOOD ITEMS:

- 17.1 Contractor shall get the prices of all items approved by the Cafeteria Committee constituted by Chairman, MZPIS. The committee may include CEO, MZPIS, Director, Meghalaya State Zoo, Curator or immediate lower rank officer of Meghalaya State Zoo and Contractor or authorized person. No changes, what-so-ever shall be made without prior written approval of this committee.
- 17.2 If cafeteria committee feels that prices are higher than other restaurants then the committee will be take into account average prices of similar food items in three nearby restaurants, which are providing good quality foods and rendering good services.
- 17.3 The prices of items will be increased by committee once in a year by taking into account Wholesale Price Index (WPI), etc.
- 17.4 The Contractor shall be required to display the price list of all the food articles, soft drinks, tea, coffee and juice sold in the cafeteria. The prices of the items sold in the zoo cafeteria should not be more than MRP and rates approved by the committee on regular basis. The approved list shall be displayed at proper location within the cafeteria area by contractor.

18. KITCHEN & DINING HALL – CLEANLINESS AND HYGIENE

- 18.1 The Contractor shall ensure that the food/tea is cooked in the cafeteria kitchen itself. The contractor has to ensure that a separate space and cooking utensils are used for preparation of Non-Veg items. Highest standards of hygiene, which will be verified periodically by the Client or Officers of Meghalaya State Zoo, have to be maintained. In case of unsatisfactory/unhygienic quality of food item(s)/tea or lapse in services rendered or any breakage/shortage, etc. deductions will be made as penalty which will be solely decided by the Client. The kitchen will be under the constant supervision of the Client and any lapse will be viewed seriously by the Client. The contractor shall also maintain the cleanliness of Kitchen, Dining hall and store room. Cost of cleaning material shall be borne by

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the contractor.

- 18.2 The Contractor shall be exclusively responsible to meet and comply with all legal requirements with respect to food items prepared and served including with respect to raw material and ingredients incorporated therein and shall be exclusively responsible for any infraction of the provisions of any applicable law with regard to preparation, storage, service and sale of food, including the provisions of the Prevention of Food Adulteration Act, The Essential Commodities Act, The Weight & Measures Act and all rules, regulations and orders framed there under, including safety and health of all consumers/residents under the said contract. The Contractor shall keep the client indemnified from and against any claim of infection, food poisoning or illness arising from any bad, stale or defective food or materials provided as meals during the entire contract period.

19. CATERING STAFF

- 19.1 The contractor should employ sufficient catering staff to ensure smooth operation and catering services in the cafeteria in Meghalaya State Zoo.
- 19.2 The client or zoo administration shall not in any way, be responsible for terms of employment/ engagement of kitchen as well as the service staff employed by the Contractor or violation of any labour law. The Contractor shall ensure obtaining license under section 12 of the Contract Labour (Regulation and Abolition) Act, 1970.
- 19.3 The staff shall be properly dressed in neat and tidy uniform, besides being courteous, well-mannered and attentive. White apron and caps should be put on by the kitchen staff. The serving staff should necessarily put on hand gloves, caps and formal shoes along with the uniform. Supervisor / Manager should possess the quality of decision taking as well as authority over the service staff present in the cafeteria during the service hours on working days and as per requirement of the Client/zoo authority on any other day.
- 19.4 The Client reserves the right to demand the change of any employee/worker if warranted. In case of leave taken by any personnel, it will be the responsibility of the contractor to ensure uninterrupted service/substitute arrangement in the Cafeteria. However, frequent change in the personnel has to be avoided by the contractor.
- 19.5 The contractor has to arrange for, within a month of taking over the work, annual health check-up done from any Government Hospital and police verification of the antecedents of staff engaged and submit the certificates to the Client, failing which Client reserves the right to terminate the contract. All the staff are required to undergo the Annual health check-up as specified by the Client through the

Government / Municipal Hospital once a year and submit Medical Certificates to the Client at the contractor's cost. The suggestions made by the Client's Medical Officer in the matter shall be scrupulously followed by the contractor.

20. ADHERENCE TO LABOUR LAWS

20.1 The contractor shall abide by and fulfill all requirements laid down under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under. The Contractor shall not engage 'Minors' for catering service in the lounge. The contractor shall ensure payment of minimum wages plus VDA (Variable dearness allowance) to all workmen staff employed in presence of authorized representative of the Client. The contractor shall maintain day-wise attendance register of workmen staff engaged in the work, and also muster roll register in which payment to workmen staff shall be made in presence of authorized representative of Client. The authorized representative shall authenticate the payment against each workmen staff. Photo copy of the page, duly authenticated, should be submitted to client. The contractor should maintain and be able to furnish all registers as and when called for by the Labour Commissioner.

20.2 An undertaking will be obtained, on a 'Non-judicial stamp paper' of applicable value before award of the work, from the contractor on award of contract, to the effect that he undertakes to actually pay wages to all the labourers, of all categories to be engaged by him for completion of that particular job/work/project, at the rate which is not less than the one prescribed under the Minimum Wages Act, 1948 and to ensure compliance of essential amenities as provided under the CLRA Act and also keep Client and zoo administration indemnified against all the actions that may be initiated against the Client by the Statutory Authorities for his failure to pay such wages and provide the essential amenities. As and when the contractor employs more than 20 workers as contract labour, he shall obtain license from competent authority in accordance with the provisions of the CLRA Act. The total number of contract labourers engaged by the contractor need not be those with Client alone, it can be with any other establishment also.

20.3 The contractor shall obtain a license as contemplated under the Contract Labour (Regulation and Abolition) Act, 1970 or any other law, as applicable, failing which he alone would be responsible for actions/ proceedings ensuing thereto. The Client shall not be held responsible for acts, commissions or omissions of the contractor and shall in no way be made liable to the labourers engaged by the contractor. The Contractor shall keep the Client indemnified in this regard.

20.4 Before release of final payments to the contractor, a certificate will be obtained from the contractor to the effect that he has actually paid all the applicable dues of all the labourers of all descriptions engaged by him for completion of the

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awarded job/work/project at the rate which is not less than the one prescribed under the Minimum Wages Act, 1948 and he has complied with the provisions of CLRA Act with regard to providing the essential amenities to the contract labour. The veracity of such certificate will be verified by the Client.

21. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

21.1 "Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

21.2 As soon as reasonably practicable but no more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- (i) the date of commencement of the event of Force Majeure;
- (ii) the nature and extent of the event of Force Majeure;
- (iii) the estimated Force Majeure Period,

21.3 Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

21.4 The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

21.5 Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

22. TERMINATION

22.1 This Contract may be terminated forthwith by either party by giving written notice for a minimum period of one month to the other if the other party is in material breach of its obligations under this Agreement and, in the case of such breaches as are capable of being remedied, fails to remedy that breach within

thirty days of receiving notice of such breach; or

22.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor, if:

22.2.1 In case of breach of any of terms and conditions of the Contract and/or unsatisfactory services by the Contractor and/or the Contractor goes bankrupt and becomes insolvent, the Client or authorized officer on his behalf shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event performance security deposit shall be forfeited and in such event the Contractor is liable to be blacklisted by the Client.

22.3 On termination the contractor needs to give catering services for 90 days from date of receipt of termination letter.

22.4 If contractor want to terminate the agreement then the operation of cafeteria and providing catering services shall be provided by Contractor for 90 days from date of acceptance of termination request by the Client.

23. DISCLAIMER

The relatives/near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their spouse.
- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

24. INSOLVENCY

24.1 The Chief Executive Officer, Meghalaya Zoo Project Implementation Society may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

i) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

ii) If the contractor being a company shall pass a resolution or the

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court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.

iii) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the client and provided also that the contractor shall be liable to pay the client for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

25. CURRENCIES OF BID AND PAYMENTS

25.1 The Tenderer shall submit his price bid / offer in Indian Rupees and payments under this contract will be made in Indian Rupees.

26. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

26.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the authorised representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the parties in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Shillong and the decision of the arbitrator shall be final and binding on the parties.

26.2 **Jurisdiction of Court :** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Shillong.

27. CORRUPT OR FRAUDULENT PRACTICES

27.1 The Contractors shall observe the highest standard of ethics during the period of the contract.

27.2 CEO's office shall reject the Bid, if it determines that the Tenderer has engaged in corrupt or fraudulent practices in competing for the contract in question.

27.3 CEO's office will declare a firm ineligible / black-list, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.

27.4 CEO's office shall also terminate the contract and black list the contractor in case it is found that the contractor was blacklisted /debarred by any other organization on any occasion.

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ANNEXURE-IV

SPECIAL CONDITIONS OF CONTRACT(SCC)

1. The special conditions of Contract shall supplement the "Instructions to the Tenderers" as contained in Section 5 and General Conditions of the Contract (GCC) as contained in Section 6.

2. INDEMNIFICATION:

The successful tenderer is solely liable to fully indemnify and keep Client indemnified against all losses/ penalties/ awards/ decrees arising out of litigation/ claims/ application initiated against the Client on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various Central and State Labour and Employment Acts including the following Acts as amended from time to time. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from performance security deposit as performance Guarantee or from either the personal property of tenderer or property owned by his firm/company by way of initiating suitable legal litigation against the Contractor at any point of time.

3. LABOUR LAW COMPLIANCES

3.1 The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.

(a) All wages allied benefits such as leave, ESI, PF, Gratuity, Bonus etc, shall be paid by the contractor and Client shall not incur any liability or additional expenditure whatsoever for staff deployed.

(b) It is mandatory that the employees must be paid through bank/cheques only.

3.2 The Contractor shall abide by all labour laws, laws related to EPF Organisation, ESI Corporation, Workmen Compensation Act, Bonus Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Client every month along with the payment of monthly rent. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonus.

3.3 The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.

3.4 The contractor shall be responsible for compliance of all the laws rules/regulations and Govt instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all

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the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.

3.5 The Contractor shall submit periodical returns as may be specified from time to time.

4. OFFICIAL RECORDS :

4.1 The Contractor shall maintain complete official records of disbursement of wages/ salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in Client's office.

4.2 The Contractor shall maintain a personal file in respect of all the staff who is deployed in Client's office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary/ Permanent) and all grievances recorded by the staff vis-à-vis action taken etc.

4.3 The Contractor shall furnish an undertaking that within seven days of the close of every month they will submit to Client a statement showing the recoveries of contributions in respect of employees with Certificate that the same have been deposited with ESIC/EPFO Commissioners.

4.4 Each monthly bill must accompany the:

- (a) List of employees with their date of engagement
- (b) The amount of wages (The Contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/ EPF/ Bonus etc.)
- (c) Copies of authenticated documents of payments of such contributions to EPFO/ESIC
- (d) Declaration of the Contractor regarding compliance of clause 8.3 Amount of EPF/ESIC

4.5 The Contractor shall also prepare a register indicating all payments / dues in respect of all the employees.

5. HAZARD AND DISASTER MANAGEMENT:

5.1 The Contractor shall put in place necessary arrangements for any hard and disaster situation such as fire incident, gas leak/fire etc.

5.2 The staff shall be trained to respond to any such situation in a prudent and quick manner.


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ANNEXURE-V

SCOPE OF WORKS/ SERVICES TO BE PROVIDED

In this Schedule of Requirements, the details of Catering services to be provided by the Contractor and also other information, instructions of the Client and instructions to the Contractor's employees posted at the Clients' site are and all such other aspect of the Contracts are to be mentioned.

1. SCOPE OF WORK:

- 1.1 The client invites tenders from the eligible tenderers to participate in the process of Operation of Cafeteria and providing catering services in Meghalaya State Zoo, Umtrew. This would include serving of food, beverages, etc to the visitors and staff of zoo in the Cafeteria on regular basis on payment basis, serving Tea/Coffee/ Snacks in official meetings and functions and serving tea/coffee/drinking water at the desks of officers on demand basis.
- 1.2 Contractor shall arrange for serving of food and beverages at specific time for visitors and zoo staff during working hours, on all working days or on any other day as specified by the CEO or Director, Meghalaya State Zoo. The contractor shall also arrange for tea/coffee services, wherever required. In addition, they also have to serve tea/coffee to all other staff/guests as desired by the Director, Meghalaya State Zoo from time to time for which they have to maintain a record. However, if required by the CEO or Director, Meghalaya State Zoo, services will have to be provided beyond office hours as well. Snacks/ Tea/Coffee are to be served on other occasions, such as meetings, conferences etc. The Contractor shall arrange to serve breakfast, lunch and evening snacks.
- 1.3 The maintenance of hygiene and sanitation in the cafeteria, entry/exit ramp and will be Contractor's responsibility.
- 1.4 Regular sweeping, mopping and occasional cleaning of floor by the Contractor.
- 1.5 The filling of hand wash soap/liquid, keeping towels, regular cleaning of tables and chairs, basin etc. will be responsibility of Contractor.
- 1.6 The Feedback/suggestion book will be kept by Office of Director, Meghalaya State Zoo, Umtrew to check feedback of visitor's.
- 1.7 Arrangement of crockery/cutlery, utensils, tables and chairs, gas cylinder etc. will be responsibility of Contractor.

2. GENERAL INSTRUCTIONS

- 2.1 The Contractor shall deploy all Cafeteria staff at the Client facility in the manner and as per the instructions of the Client.
- 2.2 The Contractor shall ensure that all Cafeteria staff are fully conversant with the premises and with the client's business activities and it's related Cafeteria requirements. Hence the staff will observe/ensure the following :

2.2.1 CODE OF CONDUCT

The Contractor shall ensure that their Cafeteria staff

- (i) Are always smartly turned out and vigilant.
- (ii) Do their duties properly and thoroughly.
- (iii) Perform their duties with honesty and sincerity.
- (iv) Read and understand their work and instructions and follow the same.
- (v) Extend respect to all the Officers and staff of the office.
- (vi) Shall not drink any alcoholic substance while on duty, or come drunk and report for duty.
- (vii) Will never sleep while on duty.
- (viii) Will not read newspaper or magazine while on duty.
- (ix) Will immediately report if any untoward incident/ misconduct or misbehavior occurs, to the Contractor and the Client.
- (x) When in doubt, approach concerned person immediately.
- (xi) Are extremely courteous with very pleasant mannerism.

2.2.2 CONFIDENTIALITY

- (i) The phone number and movement plans of the client or zoo staff will not be given to anyone.
- (ii) The following information about the client will not be given to anyone.
 - a. Car make, color and number of higher officials.
 - b. Telephone no./ any other information.
 - c. Location and movement plans.
 - d. Meetings and conference schedules.
 - e. Site plan of the premises.
 - f. Travel details of the clients.
 - g. Zoo animals

2.2.3 MATERIAL MOVEMENTS

- (i) Incoming and outgoing material- Co-operate with security staff in checking of the documents and material while entry and exit into zoo premises.
- (ii) Materials coming in to the premises must be accompanied by a proper Challans.
- (iii) No item will be taken out without written permission of the authorized person.

2.2.4 DISPOSAL OF WASTE AND GARBAGE

- (i) All garbage generated in cafeteria shall be being removed from the premises by the contractor in a scientific and proper manner. If any facility of garbage disposal comes up in the zoo then such facility may be made available by Client, if client wishes so.
- (ii) If anything untoward is found, it must be reported to Office of Director, Meghalaya State Zoo and the Client.

2.2.5 NOTE FOR THE CLIENT

- (i) List of authorized signatories to be provided.

2.2.6 FIRE CONTROL

- (i) Staff should know where the fire extinguishers are located/installed and be able to operate them immediately in case of any fire accidents.
- (ii) Check the life of the fire extinguishers, i.e. due date of next recharge. If the due date is over, give a written complaint to the Client.
- (iii) In case of fire, prompt action be taken by the staff to safeguard the life and property of the client.
- (iv) In the event of any fire, rush to the spot, muster all manpower available and take control of fire fighting operations.
- (v) If necessary, security should call Ambulance team on phone No. 102.
- (vi) Employees to be made aware to respond during emergency.

2.2.7 EMERGENCY PROCEDURES

- (i) The security should have all the addresses and contact numbers of nearest police station, hospital, ambulance and fire brigade.
- (ii) Security will immediately report if any untoward incident / misconduct or misbehavior occurs, to the Contractor and Client.
- (iii) Security person should know the entire emergency exits doors and main entry gates, so that he can take suitable action at a short notice.
- (iv) Identify the emergency and it's gravity.
- (v) In case of emergency, ring the alarm bell / siren (If available)

EMERGENCY PROCEDURES

- (1) ***IN CASE OF THEFT/BREAK IN***
- (2) ***IN CASE OF FIRE***
- (3) ***IN CASE OF BOMB THREAT CALL***

Action by cafeteria staff

- a) *Detain person/vehicles*
- b) *Investigate the matter/case*
- c) *Inform the Security staff/ Contractor at his Phone No*
- d) *Report to the contact person*
- e) *Inform the Patrolling Staff*
- f) *Inform the Client*


Meghalaya Zoo Project Implementation Society

ANNEXURE-VI
BID SUBMISSION FORM
(ON LETTER HEAD OF TENDERER)

Date:

To,

Chief Executive Officer,
Meghalaya Zoo Project Implementation Society
Sylvan House, Lower Lachumiere,
Shillong-793001.

Ref: Invitation for Bid for Tender issued vide letter No. MZPIS/Tender/2023-24/07/50
dated 28.09.2023

Sir,

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Tenderers.
2. We undertake to operate cafeteria and provide catering services in Meghalaya State Zoo in conformity with the Bidding Document.
3. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security deposit in accordance with the Bidding Documents.
5. We also declare that Government of Meghalaya or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any other failure/lapses of serious nature.
6. We undertake, to enter into agreement as per the terms and conditions of the bidding document and bear all expenses including charges for stamps etc. and agreement will be binding on us.
7. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory

(Authorised person shall attached a copy of Authorisation for signing on behalf of Bidding company)

Full Name and Designation

(To be printed on Tenderer's letterhead)


Meghalaya Zoo Project Implementation Society

ANNEXURE-VII

PART- I- TECHNICAL BID

1. Name of the firm.....
2. Name of the authorised person submitting the Bid
"Shri/Smt/Ms
3. Designation of the authorized person submitting the Bid
.....
.....
.....
4. Name, Designation, address and Mobile Number of alternate person
.....
.....
5. Address of the firm
.....
.....
.....
6. Tel no. with STD code (O).....(Fax).....(R).....
7. Mobile No. of the person submitting the Bid
8. E-mail of the person submitting the Bid
9. Organization's email ID.....
10. Website Address.....
11. Registration & incorporation particulars of the firm:
 - i) Private Limited
 - ii) Public Limited
 - iii) Any other – Please specify.....


Chief Executive Officer
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Tender Booklet for operation of cafeteria and providing catering services

12. Name of Director(s).....

13. Email ID of Director (s).....

14. Mobile Number of Director (s).....

15. Tenderer's bank, its address and current account number

.....

16. Permanent Account number, Income Tax circle

.....

17. GST No.

17. EPF Registration No.

18. ESIC Registration No.

20. Particulars of EMD

i) Demand Draft / Pay Order/Bankers Cheque.....

ii) Date.....

iii) Name of Bank.....

iv) Address of Bank.....

v) Validity of DD/PO

21. Description of similar work of operation of cafeteria/canteen and providing catering services during the last three financial years in Government Departments, Public and Private Sector Undertakings and Institutes and Organisation(s) owned, controlled and managed by the Government

Description of Work/ Order Executed	Actual Work/ Order executed No.	Government Department/ Organisation	From	Up to (till 31.03.2023)	Document Evidence* (Page No.)

Note- * = Experience certificate as per Annexure-XI and corresponding work order

[Signature]
 Chief Executive Officer
 Meghalaya Zoo Project Implementation Society

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22. Details of Submitted Documents

Sl. No	Particulars of Document	Yes/No	Page No.
1.	Earnest Money Deposit		
2.	Tender Booklet Fee		
3.	Copy of PAN		
4.	Copy of GST		
5.	Copy of registration with ESIC		
6.	Copy of registration with EPF		
7.	Copies of Last three years Balance Sheet		
8.	Copies of ITR for the last three years		
9.	Experience Certificates and Work orders		
10.	Copy of up to date Payment of Professional tax (if applicable)		
11.	Annexure-VII		
12.	Annexure-VIII		
13.	Annexure-IX		
14.	Annexure-X		
15.	Annexure-XI		
16.	Annexure-XII		

Place- Signature with date of Tenderer alongwith
Stamp.....
Date: Name of the
Tenderer.....


Chief Executive Officer
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PART-II FINANCIAL BID

1. Amount of Monthly Rent (in Rs) quoted by the tenderer excluding payment of Tax deducted at Source and Income Tax (in Rs) (both in numerical and words)
:.....

2. Date of validity of the quoted amount of Monthly Rent by the tenderer from the date of opening of tenders for acceptance (**Note:** in no case it shall be less than ninety (90) days from the date of opening of the tender):

Place- Signature with date of Tenderer alongwith
Stamp.....
Date: Name of the
Tenderer.....


Chief Executive Officer
Meghalaya Zoo Project Implementation Society

ANNEXURE-VIII

UNDERTAKING

**(Notarized Affidavit to be executed on non judicial stamp paper of Rs.10/-)
A copy of Affidavit same should be should be delivered alongwith other documents
as per the timelines of the tender document.**

1. I, the undersigned certify that I have gone through all the terms and conditions mentioned in the tender document No.....dated.....and undertake to comply with them unconditionally.
2. That the monthly rent quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted for food items are the lowest rates as quoted in any other institution in Meghalaya or India.
3. That I/We give the rights to the competent authority of the office of the Chief Executive Officer, Meghalaya Zoo Project Implementation Society to forfeit the Earnest Money/Security money deposit submitted by me/us in case of breach of conditions of Contract and take action for blacklisting my/our agency.
4. That I/We also give rights to the Chief Executive Officer, Meghalaya Zoo Project Implementation Society to forfeit the Earnest Money Deposit and blacklist our agency in case our agency fails to accept the operation order to Operate Cafeteria and/or execute the contract agreement, or in cases of negligence in executing the contract, or in case of breach of contract.
5. That I/We also give rights to the Chief Executive Officer, Meghalaya Zoo Project Implementation Society to forfeit the Earnest Money Deposit and initiate action against our agency for blacklisting in case our agency fail to submit the performance security deposit in accordance with the terms and conditions of the tender document/ contract agreement / Letter of Acceptance.
6. That I/We also declare that Government of Meghalaya or any other Government body has not declared us ineligible or black listed or debarred us on charges of

OFFICE OF CHIEF EXECUTIVE OFFICER, MZPIS

Tender Booklet for operation of cafeteria and providing catering services engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of any nature.

7. That I hereby undertake to provide the items as per the directions given in the tender document/contract agreement.

Place-

Signature with date of Tenderer alongwith

Stamp.....

Date:

Name of the

Tenderer.....


Chief Executive Officer
Meghalaya Zoo Project Implementation Society

ANNEXURE-IX

**(Notarized Affidavit to be executed on non judicial stamp paper of Rs.10/-)
A copy of Affidavit same should be should be delivered alongwith other
documents as per the timelines of the tender document.**

- (i) That I, the undersigned that my firm has not been convicted of an offence under the Prevention of Corruption Act, 1988 and Food safety and Standards Act, 2006.
- (ii) That my firm has not been convicted under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (iii) That I hereby certify that none of my relative(s) as defined in the tender document is/are employed in CHIEF EXECUTIVE OFFICER, MEGHALAYA ZOO PROJECT IMPLEMENTATION SOCIETY OFFICE as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, CHIEF EXECUTIVE OFFICER, MEGHALAYA ZOO PROJECT IMPLEMENTATION SOCIETY OFFICE shall have the absolute right to take any action including termination of the Contract as deemed fit/without any prior intimation to me.

Place- Signature with date of Tenderer alongwith
Stamp.....
Date: Name of the
Tenderer.....


Chief Executive Officer
Meghalaya Zoo Project Implementation Society

ANNEXURE-X

**(Notarized Affidavit to be executed on non judicial stamp paper of Rs.10/-)
A copy of Affidavit same should be should be delivered alongwith other
documents as per the timelines of the tender document.**

- (i) That I, the undersigned undertake that I have fully adhered to minimum eligibility criteria as per the requirements of the tender document No.....dated.....
- (j) That my agency M/s.....has at least three years' experience in operating mess/canteen/restaurant and/or providing catering services in Government Departments, Public and Private Sector Undertakings and Institutes and Organisation(s) owned, controlled and managed by the Government during a period from 01.04.2020 to 31.03.2023. The experience certificates have been enclosed.
- (k) That my agency also has carried out at least one similar work of providing catering services and/or operating mess/canteen/restaurant costing not less than Rs.....lakhs for entire one contract in the last three years in Government Department.....

Place- Signature with date of Tenderer alongwith

Stamp.....

Date: Name of the
Tenderer.....


Chief Executive Officer
Meghalaya Zoo Project Implementation Society

ANNEXURE-XI EXPERIENCE CERTIFICATE

(On Client's Letter Head)

Performance details of the Firm: M/s

Located at.....

1	Work order/reference No. and Agreement Date	
2	Gross Value of the Contract (in Rupees)	
3	Date of commencement of Contract	
4	Whether the Service carried out as per agreement and the scope of the work entered with the Firm	
5	Reason for delay (if any) and whether any penalty/liquidated damage, if any, was imposed on the firm	
6	Comments on capabilities of the firm (indicate grading)	
a	Quality of Services provided by the firm	Outstanding/ Very Good/ Good/ Satisfactory/Poor
b	Technical proficiency/competence	Outstanding/ Very Good/ Good/ Satisfactory/Poor
c	Integrity and reliability of the partners/proprietors of the firm	Outstanding/ Very Good/ Good/ Satisfactory/Poor
d	Integrity and reliability of the Staff deployed	Outstanding/ Very Good/ Good/ Satisfactory/Poor
e	Dealings in the execution of the work, adherence to schedule and time	Outstanding/ Very Good/ Good/ Satisfactory/Poor
7	Did the firm go for arbitration?	
8	Any other information in your view will help us in making our decision.	

Name & Signature of the Reporting Officer (with Office Seal)

Place:

Date:


Meghalaya Zonal Project Implementation Society

ANNEXURE-XII

**(Notarized Affidavit to be executed on non judicial stamp paper of Rs.10/-)
A copy of Affidavit same should be should be delivered alongwith other
documents as per the timelines of the tender document.**

- (i) That I, the undersigned undertake that my agency M/s..... have its own trained manpower on our rolls to provide requisite services in accordance with the tender No.....dated.....
- (j) I also undertake that the workers employed would be paid at least minimum wages as per notified by Labour Department, Govt. of Meghalaya from time to time and oblige all statutory requirements with respect to ESI, EPF and other Labour compliances etc., with reference to those workers in accordance with the conditions of the contract.

Place- Signature with date of Tenderer alongwith

Stamp.....

Date: Name of the Tenderer.....


Chief Executive Officer
Meghalaya Zoo Project Implementation Society

ANNEXURE-XIII

CONTRACT AGREEMENT NO.....

THIS AGREEMENT is made on between **Chief Executive Officer, Meghalaya Zoo project Implementation Authority** (hereinafter referred to as "Client" which expression shall include his successors and assigns), and whose principal place of office is at Sylvan House, Lower Lachumiere, Shillong of the One Part,

AND

M/s..... having its registered office at.....(hereinafter referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing security service.

- I. **WHEREAS** the Client invited bids through open tender, vide Notice Inviting Tender dated for "**Operation of Cafeteria and providing catering services in Meghalaya State Zoo**" under **Tender No.**
- II. **WHEREAS** the Contractor submitted his bid vide..... in accordance with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client
- III. **WHEREAS** the Client has selected **M/s.....** as the successful tenderer ("the Contractor") pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Acceptance (LoA) No.**, to the Contractor on for a total sum of [Rupees Only].
- IV. **WHEREAS**, the Client desires that the cafeteria to be operated to provide catering services (as defined in the Bidding Document), and wishes to appoint the Contractor for carrying out such services.
- V. **WHEREAS**, the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for operation of cafeteria in Meghalaya State Zoo in cases where the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- VI. **WHEREAS**, the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.
- VII. **AND WHEREAS**, the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for Operation of Cafeteria and providing catering services in the Meghalaya State Zoo, failing which the Contract is liable to be terminated at any time, without assigning any reasons

Meghalaya Zoo project Implementation Authority
Chief Executive Officer
10/10/2018

OFFICE OF CHIEF EXECUTIVE OFFICER, MZPIS
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the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

VIII. The Client and the Contractor agree as follows:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) The Letter of Acceptance (LoA) issued by the Client.
 - (b) Operation Order (OO) issued by the Client
 - (c) The complete Bid including tender document including tender document with detailed terms and conditions of the Contract, as submitted by the Contractor.
 - (d) The Addenda, if any, issued by the Client.
 - (e) Any other documents forming part of this Contract Agreement till date. (Performance security deposit)
 - (f) Food and beverages Charges – Schedule annexed to this Article of Agreement
 - (g) Supplementary Agreements executed from time to time.
3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

VII. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor
(Authorised Signatory)

Signed on Behalf of Client
(Authorised Signatory)


Chief Executive Officer
Meghalaya Zoo Project Implementation Society

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ANNEXURE-XIV

(Letter of Authorisation for attending Bid Opening)
LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach on or before time of bid opening (Technical and Financial))

To,

The Chief Executive Officer (CEO),
Meghalaya Zoo Project Implementation Society,
Shillong.

Sub: Authorization for attending bid opening on _____(date) in the
Tender No. _____

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of (Tenderer)in order of preference given below.

Order of Preference	Name	Specimen Signatures
I.		
II.		

Alternate Representative

Signatures of Tenderer

Or

Officer authorized to sign the bid
Documents on behalf of the Tenderer

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received


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Annexure-XV
INDICATIVE MENU

The indicative menu shows that following items are expected to be served by Contarctor in the cafetria once operation starts. This list is not exhaustive. The cafeteria committee will finalise Menu List and decide rates thereof. Tentative list of foods and beverages to be provided by the contractor to the Visitors and Zoo Staff at Cafeteria is as follows:-

(A) TEA/COFFEE

Sr. No.	Item No.	Item Description	Rate per unit (Rs)
1	(a)	Basic Lunch (Veg)	
	(b)	Basic Lunch (Non-Veg)	
2	(a)	Cold Drink / Fruit Juice / Coconut Water / Lassi / Aam Pana	To be quoted at MRP Only
3	(a)	Morning Breakfast/ Evening Snacks	
4	(a)	Mini Lunch	
	(b)	Mini Lunch with Fruits	

Note: Tea / Coffee/Fresh Lime Water/Butter Milk to be served on table and only the brands mentioned above should be used.

B. Tea/ Coffee. Snacks, etc. (in meetings/ conferences)

S.No.	MENU	QTY.	Brand & Other Specifications	Rate per unit (in Rs)
1	Tea (1 cup)	180 ml	(Brooke Bond/ Lipton/Taj Mahal / Tata Tetley), sugar, sugar free sachets on demand	
2	Green Tea / Lemon Tea/ Masala Tea (1 cup)	180 ml	Tea bag (Lipton / Tetley) and fresh lemon, sugar, sugar free sachets on demand	
3	Coffee (1 cup)	180 ml	Nescafe, Bru, sugar, sugar free sachets on demand	
4	Fresh Lime Water (1 Glass)	200 ml	Fresh Lemon	
5	Butter Milk (1 Glass)	200 ml	Amul / Megha	

***The tea / coffee should be of brands specified in (A)**

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Meghalaya Zoo Project Implementation Society

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C. Beverages & Other Misc. items: -

1. Mineral Water (at market price)
2. Fruit Juice and other cold drinks (at market price)
3. Snacks as per demand / requirement (at market price)

Note:- All the above menus are only indicative, and the Client reserves the right to modify any of the menus as per requirement.

D. Different types of Lunch

a) BASIC LUNCH -VEG (to be served in cafeteria)

Sr No.	ITEMS	DETAILS
1	Soup	Tomato Soup with Bread Crunch / Sweet Corn / Clear Veg / Spinach / Mushroom etc.
2	Seasonal Salad	Green Salad
3	Rice	Jeera Rice / Veg pulao / Biryani and Steamed rice (daily on rotation)
4	Chapati	Roti and Missi Roti
5	Curd / Raita	Plain Curd / Raita 100 gms, sealed cup of Sanchi /Amul
6	Cereal (Dal)	Tuar Dal, Dal Makhni / Rajma, Moong Sabut, White Chana, Malka Masoor, Sambhar (daily on rotation)
7	Vegetable	(a) Two Seasonal Vegetable of good quality (daily on rotation), Coconut Chutney/Tomato Chutney, Potatoes in vegetables or otherwise should not be served more than twice a week. (b) Matar paneer / Shahi paneer / capsicum paneer / Malai Kofta / Malai methi twice a week in place of one vegetable.
8	Papad	Bikaneri / Haldiram / Lizzat / Bhikaji brand
9	Pickle	Nilon's / Mother's recipe
10 (a)	Dessert	Gulab Jamun / Rasgulla / Rasmalai / Chhena Roll / Malai Chaap / Milk Cake / Bengali Sweet of good quality from standard shops on rotation.
(b)		Ice cream-once a week-100 gms sealed cup- Top n Town / Amul (Butter Skotch/Kesar Pista/Malai Kulfi)
11	Fruits	Seasonal fresh cut fruits (200 gms)

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Meghalaya Zoo Project Implementation Society

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12	Mouth Freshener	Branded Premium Quality
----	-----------------	-------------------------

Note: Fruit Lunch (750gms) in place of items (3) to (10) as mentioned above will also have to be provided in the Lounge. A combination of at least 3 seasonal fruits are to be provided in cut or whole form (at the option of the Client).

b) BASIC LUNCH -NON-VEG (to be served in Cafeteria)

Indicative Menu will be as per (D) and in addition, anyone of the following items will be served, daily on rotation:

1. Mutton- 150 gms (without gravy)
2. Chicken- 150 gms (without gravy)
3. Fish Rohu/ Katla - 150 gms (without gravy)
4. Egg- 2 piece

c) DETAILS OF MINI LUNCH: Two Chapati/125 gm rice, One Vegetable, One Dal, One, Rice, Salad

d) DETAILS OF SPECIAL LUNCH: Special Lunch will have to be supplied based on specific orders and not on regular basis.

Details of Special Lunch (Veg.):

One Soup, One Veg Starter, One Paneer vegetable, Two dry vegetable, One Dal, Steamed Rice / Pulao / Biryani , Chhapatris / Puri, Curd / Raita, Two Salad, Papad / Pickle, Sweet or Ice-cream, cut fruits and mouth freshener.

Details of Special Lunch (Non- Veg.):

One Soup, One Veg Starter, Choice of any one non-veg., one Paneer item, one dry vegetable, one dal, one steamed rice or pulao (Basmati rice), Chhapatris/Puri Curd/Raita, Two Salad, Papad/Pickle, Dessert/Ice Cream, cut fruits and mouth freshener

Details of Special Lunch (Deluxe):

One soup, One Non-Veg and One Veg starters, Two non-veg. Preparation - One dry and other gravy, One Paneer vegetable, One gravy vegetable, dry vegetable, Two dal, Biryani or Pulao (Basmati Rice) and Steamed Rice, Chhapatris/Puri , Naan & Roti, Curd/Raita, Two Salads, Papad/Pickle, Two Dessert/Ice cream, cut fruits and mouth freshener

Sl No	Type of Lunch	Rate (in Rs)
1	Basic Lunch- Veg	
2	Basic Lunch- Non-Veg	
3	Mini Lunch	

(Signature)
Chief Executive Officer
Meghalaya Zoo Project Implementation Society

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Sl No	Type of Lunch	Rate (in Rs)
4	Special Lunch (veg.)	
5	Special Lunch (Non Veg)	
6	Special Lunch (Deluxe)	

E) SINGLE ITEMS TO BE SERVED DURING LUNCH

Sl No	List Menu Breakfast/ Snacks	Rate (in Rs)
1	Egg Curry (Per plate of 2 pcs.)	
2	Veg Tarka	
3	Veg. Fried rice (Full plate)	
4	Veg. Fried rice (Half plate)	
5	Egg Fried rice (Full plate)	
6	Egg Fried rice (Half plate)	
7	Plain rice (Full plate)	
8	Plain rice (Half plate)	
9	Pao Bhaji	
10	Phulka Roti (Per pc.)	
11	Tea (Per cup of 60 ml.)	
12	Coffee (Per cup of 60 ml.)	
13	Paratha Plain (Per pc.)	
14	Plain Roti (per plate) of 4 Pcs with Sabji	
15	Chicken Curry (Per plate 4 pcs.)	
16	Veg. Manchurian (Per plate 4 pcs.)	
17	Veg. Manchurian (Per plate 2 pcs.)	
18	Chilly Chicken (Per plate 4 pcs.)	
19	Chilly Chicken (Per plate 2 pcs.)	
20	Chicken Manchurian (Per plate 4 pcs.)	
21	Chicken Manchurian (Per plate 2 pcs.)	
22	Khichdi (per plate)	
23	Chana Masala (Full plate)	
24	Matar Paneer (Full plate)	
25	Rajma	
26	Egg Tarka	
27	Chicken Fried rice (Full plate)	
28	Chicken Fried rice (Half plate)	
29	Sweet Curd (100 gms.)	
30	Lassi (Per glass)	
31	Cold Coffee (Per cup of 100 ml.)	
32	Chola + Bhature (2)	
33	Kheer	
34	Kaali Daal	
35	Kaala Chana	
36	Soyabean Chilly	
37	Veg Kofta	
	Note: Any Item which has not mentioned in the list will be added on recommendation of the Authorized Committee with due intimation to the Contractor or may be removed from the list	

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Meghalaya Zood Project Implementation Society

OFFICE OF CHIEF EXECUTIVE OFFICER, MZPIS
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(D) MORNING BREAKFAST AND EVENING SNACKS:

SI No	List Menu Breakfast/ Snacks	Rate (in Rs)
1	Butter Toast	
2	Aloo Paratha	
3	Bread Omlette (Single Egg)	
4	Fried Egg/Egg bhujia (Single)	
5	Boiled Egg (Single)	
6	Veg Sandwich (Per pc.)	
7	Samosa/Singara (Per pc.)	
8	Plain Dosa (one no.)	
9	Masala Dosa (one no.)	
10	Idli Sambhar (2 pcs.)	
11	Sambhar Vada	
12	Veg. Chowmein (Full plate)	
13	Egg. Chowmein (Full plate)	
14	Chicken Chowmein (Full plate)	
15	Egg Roll (one no.)	
16	Chicken Roll (one no.)	
17	Vegetable Chop (Per pc.)	
18	Egg Sandwich (Per pc.)	
19	Cheese Sandwich (Per pc.)	
20	Veg Sandwich (Per pc.)	
21	Utthapam (one no.),	
22	Sprouts (200 gm)	
23	Puri Sabji (Per plate) with 4 puries	
24	Dahi Vada (per plate with one vada, big size)	
25	Noodles	
26	Rava Upma/Poha	

Raw Material

- Edible Refined oil should be of companies like Saffola/ Sundrop/ Fortune/ Sweekar or any brands as approved by the Client.
- Edible Mustard oil should be of companies like Fortune/Saffola or any brands as approved by the Client.
- Spices of companies like Catch / MDH / Everest only Wheat Flour of Ashirwad / Annapurna/ Nature Fresh / Pillsbury / Shakti Bhog or any brands as approved by the Client.
- Rice (Basmati) of companies like Kohinoor/ India Gate/ Lal Quila / Dawat of premium quality or any local brands as approved by the Client.
- Cereals should be of good quality.
- Raw vegetables should be of fresh and good quality. All vegetables should be washed properly before cooking.
- Common Salt, Black Pepper, Chat Masala (to be kept on dining tables)
- Juices should be of brands of Real / Tropicana or any brands as approved by the Client and in Tetrapack only

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Chief Executive Officer
Meghalaya Zoo Project Implementation Society

Annexure-XVI

S. No.	Type of deficiency / irregularity	1 st instance in a year	2-5 instances in a year	More than 5 instances in a year
1	Non-performance / delay in catering services	Rs.500/- and other action as the Client may deem fit	Rs.1000/- and other action as the Client may deem fit	Rs.2000/- and other action as the Client may deem fit
2	Non-payment of wages through electronic mode or non-submission of documentary evidence for such payment	Rs.2000/- and other action as the Client may deem fit	Rs.5000/- and other action as the Client may deem fit	Rs.10000/- and other action as the Client may deem fit
3	Employment of Minors/ Wages not being paid as per state Government Minimum Wages/ Non adherence to Prohibition/ non adherence to Central/State Government laws.	Rs.5000/- and other action as the Client may deem fit	Rs.10000/- and other action as the Client may deem fit	Rs.20000/- and other action as the Client may deem fit


 Chief Executive Officer
 Meghalaya Zoo Project Implementation Society