Notice Inviting Tender

Tender Ref. No.  BNHS/44/January 2024 – December 2024   Date: 20 December 2023

Online tenders in two bid systems (technical and financial bids) are invited by the Vulture Conservation Breeding Centre, Bombay Natural History Society, Rani, Assam for supply of goat meat for vultures from experienced, reputed and financially sound suppliers fulfilling minimum qualification criteria on annual rate contract basis.

The technical bid and financial bid should be submitted ONLINE ONLY on tender@bnhs.org. Financial bid of those tenderers, who qualify in technical bid, will be opened. Detailed tender document encloses terms & conditions, technical bid form Annexure numbers I & II & financial bid form Annexure Number III could also be downloaded from the www.bnhs.org.

<table>
<thead>
<tr>
<th>Serial Number</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Estimated value of supply</td>
<td>Rs 1,25,41,776</td>
</tr>
<tr>
<td>2.</td>
<td>Cost of Tender Form</td>
<td>Rs 17,000</td>
</tr>
<tr>
<td>3.</td>
<td>Earnest Money Deposit (EMD)</td>
<td>Rs 1,70,000</td>
</tr>
<tr>
<td>4.</td>
<td>Date of Tender Online publication</td>
<td>20th December 2023</td>
</tr>
<tr>
<td>5.</td>
<td>Last date of submission of pre-bid queries to the department</td>
<td>28th December 2023</td>
</tr>
<tr>
<td>6.</td>
<td>Security Deposit</td>
<td>3% of the contract value</td>
</tr>
<tr>
<td>7.</td>
<td>Last date of online submission of tender</td>
<td>10th January 2024</td>
</tr>
<tr>
<td>8.</td>
<td>Date of opening Tenders</td>
<td>12th January 2024</td>
</tr>
<tr>
<td>9.</td>
<td>Place of opening of Tenders</td>
<td>Mumbai</td>
</tr>
<tr>
<td>11.</td>
<td>Name of the Tender Processing Officer</td>
<td>Assistant Director (Administration), Bombay Natural History Society, Hornbill House, Shaheed Bhagat Singh Road, Mumbai 400 001.</td>
</tr>
</tbody>
</table>

Tender documents will be available for sale at www.bnhs.org from 20th December 2023 to 10th January 2024 up to 1700 Hrs. Bidders are requested to study the tender documents thoroughly and make your own points of queries/explanation/clarifications from your study.

Note: BNHS-India is free to accept any tender in whole or in part and reserves the right to reject any or all tenders in whole or in part without assigning any reason for doing so. Any tender that is not duly completed and signed by the tenderer at various places marked “Signature of Contractor” will be considered invalid.
A. Terms & Conditions

Pre-qualification Criteria

1. Five years experience of supply of meat to a research or conservation breeding facility
2. Food License from Government of Assam.
3. Permanent Account Number of Supplier (PAN card copy)
4. GST registration of Supplier (GSTN Reg. Copy)
5. Income Tax Returns for the previous three years (attach copies)
6. Specify distance in kilometres of Supplier’s Facility from BNHS Centre
7. Number of workers at Supplier Facility
8. Confirmation by Supplier regarding continuous supply of meat without any delay or short quantity
9. Specify sources of procurement of live goats
10. Written declaration that no Child Labour have been engaged at the facility

B. Important specifications regarding goat meat

1. The meat should consist of the entire carcass, without skin, hooves, head, and gut contents. Thoroughly cleaned gizzard and intestines of the slaughtered animal are acceptable.

2. The meat should be from freshly slaughtered goats which were kept for at least 10 days under observation of the staff of the Vulture Conservation Breeding Centre, Assam, at the supplier’s own facility.

3. Meat from a goat that died before slaughter will not be accepted.

4. If a goat appears to be sick and requires veterinary attention, it should be separated from the group and should not be slaughtered for supply to the Centre, until it is fully recovered and deemed acceptable for slaughter by the staff of VCBC, Assam.

5. The goats should not be slaughtered in a slaughterhouse where other animals are also slaughtered. Goats slaughtered in a chicken shop will not be accepted under any conditions.

6. Pregnant goats should not be deliberately slaughtered. If a pregnant goat is slaughtered unintentionally, the embryo/foetus will not be accepted for feeding the vultures.

7. The supplier will have to give a written declaration after every supply of meat that the goats that were slaughtered for the present consignment of meat had not been administered any medicine among diclofenac, acetaminophen, ketoprofen, and carprofen within 10 (ten) days before their slaughter.

8. Under no circumstances should the goats be treated with the non-steroidal anti-inflammatory drug diclofenac within ten days prior to their slaughter. This drug is lethal for vultures and is banned for veterinary use. If it is found that a goat was treated with diclofenac while at the supplier’s facility, it will be outright rejected, and legal action, including cancellation of the food license, will be initiated against the supplier. The supplier will also be blacklisted from any future opportunities to supply goat meat at BNHS centres.

9. The supplier’s facility for shelter and slaughter of the livestock should be located within a distance of no more than 30 km from the Centre.
10. BNHS will arrange for a vehicle to transport the meat from the supplier’s facility to the Centre. However, in event of the unavailability of the vehicle due to unavoidable circumstances, the supplier should arrange for a temporary alternative transport for the same, at no additional cost.

11. The meat supplied shall be weighed at Vulture Conservation Breeding Centre, Assam and this weight shall be treated as final for billing purposes.

12. Standard husbandry and care practices should be followed while the goats are at the supplier’s facility, and the goats should be given a healthy diet.

**Quantity of Meat**

1. The exact quantity of meat to be supplied on any feeding day will be informed four days in advance. Approximately 300 kg meat will have to be supplied on every feeding day. The staff of VCBC, Assam reserves the right to increase or decrease the approximate requirement of meat, depending on the conditions at the Centre.

C. **General Instructions to Bidders**

1. The tender document should be purchased by paying an amount of Rs. 17,000/- (Rupees seventeen thousand only) by Bank Demand Draft in favour of ‘Bombay Natural History Society’ payable at Mumbai, which should be sent to the Director, Bombay Natural History Society, Hornbill House, Shaheed Bhagat Singh Road, Mumbai, 400 001 by Speed Post. The tenderer must upload a scanned copy of the Demand Draft on the website while filing the tender.

2. The tender documents will be available in English language only.

3. The tenderer is required to deposit an Earnest Money Deposit (EMD) of Rs 1,70,000  (Rupees one lakh seventy thousand only) by Bank Demand Draft before the last date of tender opening. The Bank Demand Draft is to be made in favour of ‘Bombay Natural History Society’ payable at Mumbai, and should be sent to the Director, Bombay Natural History Society, Hornbill House, Shaheed Bhagat Singh Road, Mumbai 400 001 by Speed Post. The tenderer must upload a scanned copy of the Demand Draft on the website while filing the tender. Without Tender fees and EMD, no tender shall be treated valid.

4. The EMD of the non-qualifying tenderers shall be refunded, while that of the qualified tenderer shall be refunded on receipt of the PGA. No interest of any sort and means shall be paid on the EMD.

5. The meat supplier is required to submit a copy each of (i) Registration of the firm, (ii) PAN Card (iii) Food license from the Government (iv) Registration under GST (v) Experience Certificate (vi) I.T. Return of last three financial years.

6. The technical bids will be opened first and will be scrutinized for eligibility according to the terms and conditions of the Technical Bid, before opening the financial bid. Only those tenders which qualify all the conditions of the technical bid will be eligible for opening the financial bids.

7. Kindly note that the lowest offer should not be mandatory to accept on part of BNHS as the quality of the meat and credentials of the tenderer shall also be one of the criteria for consideration.

8. The term of Contract is for one year from 1st January to 31st December 2024.
9. The bid shall remain valid for a period of 90 (ninety) days from the last date of submission of the tenders.

10. A work order/supply contract will be given to the selected tenderer whose tender qualifies both the technical and financial bids, within 10 (ten) working days from the date of opening the tender. The contract must be accepted and signed by the supplier on every page and wherever marked as 'signature of supplier'. The tenderer is also required to submit a Bank Demand Draft for Security Deposit while returning the signed contract. If the contract is not signed by the supplier within two working days after its receipt, or the required PGA is not submitted, the EMD of the supplier shall be withheld and the supplier will be blacklisted from future opportunities for supply of goat meat at BNHS centres.

11. The tenderer is required to submit an invoice at the end of every month and payment will be made within 15 (fifteen) working days on submission of the invoice. The invoice should be on a bill form that contains the name of the supplier’s shop/company and GST number. The quantity of meat supplied on each feeding day during the month should be mentioned, along with the total amount payable. Submission of incomplete/improper invoice shall result in delayed payments.

12. BNHS has the absolute right to cancel the contract at any time during the contract period for not fulfilling any of the conditions mentioned on this tender notice and work order/supply contract.

13. Changes in rates of the goat meat during the period of the contract will not be entertained under any circumstances.

14. The entire tender document must be submitted by the supplier or their authorized representative with seal and signature on every page, expressing their acceptance of the terms and conditions.

15. In exceptional cases, BNHS, at its discretion may relax any of the eligibility conditions prescribed in the documents/terms & conditions.

16. All the documents uploaded must be duly attested by the authorized signatory of the vendor.

17. The whole of the supply prescribed in the order shall be executed by the supplier, and the supplier shall not directly or indirectly transfer, assign, or underlet the supply or any part thereof or interest therein, without the previous written consent of the Deputy Director (HR & Administration), BNHS. Furthermore, no such consent shall relieve the supplier from the full and entire responsibility of the supply.

D. Instructions to bidders

1. Disclaimer

a. BNHS has taken adequate care in the preparation of the Notice Inviting Tender (NIT Document). Nevertheless, the bidders should satisfy themselves that the NIT Document is complete in all respects. Intimation of any discrepancy in the Document shall be given to this office immediately. If no such intimation from any bidder is received by this office within five days from the date of issue of this document, it shall be considered that the issued document, which has been received by the bidder, is complete in all respects.

b. Neither BNHS, nor its employees, consultants, advisors accept any liability or responsibility for the
accuracy or completeness of, nor make any representation or warranty - expressed or implied, with respect to the information contained in the NIT Document, or on which the NIT Document is based, or any other information or representations supplied or made in connection with the Selection Process.

c. Neither BNHS nor its employees or consultants will have any liability to any bidder or any other person under any law, statute, rules or regulations or otherwise for any loss, expense, or damage which may arise from or be incurred or suffered in connection with any information contained in this NIT Document, any matter deemed to form part of this NIT Document, the award of the Project, the information and any other information supplied by or on behalf of BNHS or their employees or any consultants or otherwise arising in any way from the Selection Process for the Project.

d. The NIT Document does not address concerns relating to diverse investment objectives, financial situation, and particular needs of each party. The NIT Document is not intended to provide the basis for any investment decision and each bidder must make its/their own independent assessment in respect of various aspects of the techno-economic feasibilities of the Project. No person has been authorized by BNHS to give any information or to make any representation not contained in the NIT Document.

e. Nothing in the NIT Document is, or should be relied on, as a promise or representation as to the future in furnishing the NIT Document. Neither BNHS, nor its employees, advisors undertake to provide the recipient with access to any additional information or to update the NIT Document or to correct any perceived inaccuracies therein.

f. BNHS or its authorized officers/representatives/advisors reserve the right, without prior notice, to change the procedure for the selection of the Successful Bidder or terminate discussions and the delivery of information at any time before the signing of any agreement for the Project, without assigning reasons thereof.

g. BNHS reserves the right to reject any or all of the Bids submitted in response to the NIT Document at any stage without assigning any reasons whatsoever. And Bombay Natural History Society (BNHS) also reserves the right to change any or all of the provisions of the NIT Document. Such changes will be intimated to all the Bidders within a reasonable period of time.

h. Upon the receipt of this NIT Document, the Bidder acknowledges the Terms and Conditions of this NIT Document. BNHS further reserves the right to change, modify, add to or alter the Selection Process including of additional Evaluation Criteria. Any change in the Selection Process shall be intimated to all Bidders.

Fraud and Corruption

The Bidders are required to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the following shall apply:

i) For the purpose of this provision, the terms are defined and are set forth as follows:

a. “Corrupt Practice” means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution.
ii) “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.

iii) BNHS will reject proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract.

iv) BNHS will declare a Bidder ineligible either indefinitely or for a stated period of time, to be awarded a contract if it, at any time, determines that the Company has engaged in corrupt or fraudulent practices in competing for, or in executing, and the assignments awarded by BNHS.

v) If a Bidder submits or participates in more than one Proposal, such a Bidder shall be disqualified.

**Arbitration & Jurisdiction**

i) In case of any dispute, an arbitrator can be deputed mutually by both the parties and his decision will be final.

ii) The laws applicable to the assignment shall be the Indian Laws and the High Court of Mumbai shall have the exclusive jurisdiction to hear and determine all actions and proceedings.
# Checklist for Technical and Financial Bid (Annexure I, II & III)

<table>
<thead>
<tr>
<th>Serial Number</th>
<th>Description</th>
</tr>
</thead>
</table>
| 1.            | Permanent Account Number (PAN)  
(Attach a copy of PAN Card) |
| 2.            | Income Tax Returns of previous three years |
| 3.            | GST Registration Number  
(Attach GST Registration Certificate) |
| 4.            | Certificate of Food License from the  
Government of Assam  
(Attach a copy of Certificate) |
| 5.            | Technical Bid (All pages) duly signed by the Tenderer.  
(Annexure I, II & III) |
| 6.            | Financial Bid duly signed by the Tenderer.  
(Annexure III) |
| 7.            | Every tender should be accompanied by the  
Demand Draft, drawn in favour of ‘Bombay Natural History Society’ for Rs 17,000 towards Tender Fees and Rs 1,70,000 towards the Earnest Money Deposit (EMD). This amount shall be treated as a token of your earnest supply of the meat and shall bear no interest. A Tender not accompanied by EMD and Tender Fees will be treated invalid. |
| 8.            | A documentary proof for having five years experience of supply of meat to research institutions.  
(Attach a copy) |
| 10.           | Confirmation of no Child Labour engaged at the facility. |
| 11.           | Declaration that there will be a dedicated flaying platform for the goats meant for the Vulture Conservation Breeding Centre and no other animal will be sacrificed there. |
ANNEXURE- I

TEHCNICAL BIDDING DOCUMENT FOR SUPPLY OF GOAT MEAT

UNDERTAKING

This is to certify that I/we have gone through the contents of the Tender form point wise and thereby convey our acceptance to abide by all the terms & conditions mentioned in the tender documents that are issued.

Signature

Name (In block letter)

Designation

Name of the Firm

Address

Telephone Number........................................Email :

Date

PAN No.

GST No.
ANNEXURE – II

TECHNICAL BIDDING DOCUMENT FOR SUPPLY OF GOAT MEAT

1. NAME OF BIDDER:

2. ADDRESS OF BIDDER:

3. DETAILS OF DOCUMENT TO BE SUBMITTED

   (i) Permanent Account Number (PAN)  
      (Attach a copy of PAN Card)

   (ii) GST Registration Number  
        (Attach GST Registration Certificate)

   (iii) Income Tax Returns of previous three years (Chartered Accountant’s Certified Balance Sheets & Turnover Certificate)

   (iv) Certificate of Food License from the Government of Assam  
        (Attach a copy of Certificate)

   (v) A documentary proof for having five years experience of supply of meat to research institutions.  
       (Attach a copy)

   (vi) Specify sources of procurement of live goats

   (vii) Number of workers engaged at facility – Skilled/Unskilled

   (viii) Specify distance in kilometres of facility from BNHS Centre

   (ix) A letter confirming continuous supply of goat meat.

   (x) Confirmation of no Child Labour engaged at the facility.

   (xi) Declaration that there will be a dedicated flaying platform for the goats meant for the Vulture Conservation Breeding Centre and no other animal will be sacrificed there.

(Signature of the Bidder or his authorised signatory along with seal)

Telephone No. ..........................................................

Mobile No. ..........................................................

Fax No. .............................................................
### ANNEXURE – III

**PRICE/FINANCIAL BID FOR SUPPLY OF GOAT MEAT**

<table>
<thead>
<tr>
<th>Serial Number</th>
<th>Perishables</th>
<th>Specifications</th>
<th>Approximate quantity required during the period</th>
<th>Rate to be filled in by the bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Goat meat</td>
<td>Entire carcass without skin, hooves, head and gut contents.</td>
<td>31,512 kgs</td>
<td>Rs/per Kg In figure - In words - (inclusive of all taxes and expenses)</td>
</tr>
</tbody>
</table>

I/we also declare that, I/we will abide by all the rules and regulation of BNHS and General Terms & Conditions of the tender document and applicable government rules, if awarded the Tender. I/we are also aware that the Tender Inviting Authority (VCBC, BNHS, Mumbai reserves right to cancel our Tender in part or full without assigning any reason, whatsoever, and for the same, I/we will have no right to challenge the same in any court of law.

Signature of bidder or authorised signatory along with seal

Date :  
Full Name :  
Place :  
Note :  

i) No overwriting, corrections, interlineations etc., are permitted in financial Bid. If found, bid is liable to be rejected.

ii) The approximate quantity required during the period shown above may increase or decrease.

iii) If any difference in offer is observed between figure and words, then the offer in words shall be considered.