



GOVERNMENT OF ASSAM
OFFICE OF THE DIVISIONAL FOREST OFFICER:: ASSAM STATE ZOO DIVISION
GUWAHATI-5

NIT No.**ASZ/ Tender/Restaurant/121-124**

Dated Guwahati 11/02/2019.

TENDER NOTICE

1. Sealed tenders in prescribed form affixing Court Fee stamps worth Rs. 8.25 (Rupees Eight and paise twenty five) only are invited from the intending tenderers/ Caterers for operation of "Restaurant Complex" of Assam State Zoo Division, Guwahati-5 for a period of 2 (Two) years from the date of settlement and will be received by the undersigned on 16th March/2019 up to 1.00 P.M. (I.S.T.). Cost of Tender Paper Rs.1,000.00 (Rupees one thousand) only in the shape of Banker Cheque/Demand Draft pledged in the favour of Divisional Forest Officer, Assam State Zoo Division, Guwahati-05, which will be available up to 15th March/2019, 3.00 P.M. (I.S.T.).

Tenders for this purpose will be received in the office of the undersigned within the specified time and period. However, tender by registered post will also be accepted provided the sealed tender reaches the undersigned within the specified date and time as mentioned above. Tender received beyond the specified date and time for whatsoever reasons will not be considered for acceptance under any circumstances. The tender will be opened on 16th March/2019 at 3.00 P.M (I.S.T). Tenderer may be present in the office of the Divisional Forest Officer, Assam State Zoo Division, R.G.Baruah, Road, Guwahati-5. at the time of opening of the tenders.

2. The tenderer must quote the maximum monthly rent and total tender value for the above period both in figure and words they are prepared to pay for operation of the Restaurant Complex for the period, as per schedule below (clause No. 30). No subsequent offer to pay less or more rent than that of regular tender can be considered under any circumstances.
3. The tenderer must pay a sum of Rs.50,000.00 (Rupees fifty thousand) only in the form of Bank draft from a recognized scheduled bank duly pledged in favour of the Divisional Forest Officer, Assam State Zoo Division, Guwahati-5 as earnest money. Original copy of such Bank draft must accompany with the tender without which no tender will be considered for acceptance. The earnest money will be refunded to the unsuccessful tenderer on completion of necessary official process and the earnest money of the successful tenderer will be retained until conditions of clauses 4,5 & 6 as below are fulfilled.
4. The successful tenderer will have to pay a security money for the performance of the contract i.e. the operation of Restaurant Complex of Assam State Zoo for the

above period which will be 20 (Twenty) percent of the value of the contract for the entire period of Two years subject to a minimum of Rs 1,00,000.00 (Rupees One lakh) only whichever is more, in the form of Bank draft from a recognized scheduled bank duly pledged in favour of the Division Forest Officer, Assam State Zoo Division, Guwahati-5 and the same must be furnished within 7 (seven) days from the date from the date of communication of the acceptance orders. The settlement authority, at his discretion, may demand higher amount of security money, as he deems fit and proper.

5. The successful tenderer cannot revoke his tender and must not fail to implement the settlement order within the time allowed by the D.F.O., Assam State Zoo Division, Guwahati-5 or the settlement authority.
6. The successful tenderer will have to sign an agreement in prescribed form before the commencement of the contract and after payment of security deposit referred to in clause 4 above.
7. The Restaurant Complex of Assam State Zoo must commence functioning within 7 (Seven) days from the date of communication of the acceptance order after payment of the security and signing the agreement in prescribed form referred to in clause 4 and 6 above.
8. If the successful tenderer fails to fulfill any of the conditions mentioned in Clause 4,5,6 & 7 above the earnest money and security money paid vide Clause no. 3 & 4 respectively shall be forfeited to the Govt.
9. The successful tenderer has to deposit approved monthly rent on advance quarterly basis 7 (seven) days prior to commencement of the quarter without fail. Delay or default of the same will be strictly viewed seriously and Assam State Zoo Management or settlement authority will have the right to terminate/cancel this agreement and the approved contract without assigning any reason thereof and issue of prior notice.
10. In case the successful tenderer fails to comply with the provisions of agreement to be drawn in this respect and the relevant provisions of the NIT the settlement authority will have the right to cancel the contract and the zoo authority will have the right to lease out the Restaurant Complex at the risk of the lessee.
11. The D.F.O., Assam State Zoo Division, Guwahati-5 or the Settlement Authority reserves the right to accept or reject any tender in whole or part thereof without assigning any reason for such acceptance or rejection of tender.

12. The successful tenderer will have to make arrangement for all necessary furniture, fixture, utensils etc. that are required to operate the Restaurant Complex at his own cost. Only electricity and water supply will be supplied by the authority and consumption charges will have to be paid monthly by the Lessee (successful tenderer) in addition to the monthly rent. The successful tenderer further will have to install required numbers of Air conditioning machines in the A/C Restaurant at his/her own cost under the supervision of the Zoo authority and the successful tenderer must ensure proper functioning of the Air conditioning system during the period of contact.
13. Successful tenderer should ensure no spillage of food waste/ plastic/garbage etc. outside the Restaurant Complex and if these conditions are not adhered to, the D.F.O. may levy a fine up to Rs. 5,000.00 (Rupees five thousand) only on every inspection. In this regard, an additional security advance deposit of Rs. 60,000.00 (Rupees sixty thousand) only should be deposited in favour of D.F.O. Assam State Zoo. On completion of tender period, the deposit will be refunded on compliance of the clause.
14. A list of commodities/consumable goods, which will be sold in the Restaurant Complex, must be submitted to the D.F.O., Assam State Zoo Division. The Divisional Forest Officer, Assam State Zoo Division will have the right to reject any item from the list and such item shall not be stored or sold by the lessee in the Restaurant Complex under any circumstances. No alcoholic drink or alcoholic beverage shall be sold to any one in any circumstances.
15. The tenderer must inspect the Restaurant Complex before participating in the tender and no subsequent complain in regards to the area and other facilities etc. will be entertained after settlement of the tender.
16. (a) The Restaurant Complex will normally be allowed to operate every day from 7.00 A.M. to 10.00 P.M. However, the D.F.O., Assam State Zoo Division, Guwahati-5 shall have the right to re-fix the opening and closing time as he deems fit and proper and the successful tenderer will have to abide by the same.
(b) The space outside the Restaurant Complex, in front of the Visitors Exit Gate should not be used/blocked in any circumstances, so that there is no hindrance in movement of the exiting Visitors.
17. The tender should be addressed to the D.F.O., Assam State Zoo Division, R.G. Baruah Road, Guwahati-5 clearly writing "TENDER FOR RESTAURANT COMPLEX OF ASSAM STATE ZOO" in the cover of the sealed envelope.
18. The tenderer has to submit dully filled in tender in the prescribe format as below:-

TENDER FORM

(PROPER COURT FEE TO BE AFFIXED)

To,

The Divisional Forest Officer,
Assam State Zoo Division
Guwahati-5.

Sir,

I do hereby submit my tender for 'Restaurant Complex of Assam State Zoo' as follows –

1. Name in full (In block letters):-

2. Address of the tenderer:-

Village/Town:-

Telegraphic Office:-

Police Station:-

Post Office:-

District:-

3. Name of the Father or Husband in full:-
(if the tenderer is a woman) with full address:-
Address of the tenderer:-

Village/Town:-

Telegraphic Office:-

Police Station:-

Post Office:-

District:-

4. Caste/Community:-

5. Previous experience, if any :-

6. Name and description of the articles:-
for which the tender is given .

7. The monthly and yearly rent offered by the tenderer
for the Restaurant Complex (both in figure & words):

.....
Signature of the tenderer
Name:
Date:-

19. The following declaration must be filled up, signed and submitted along with each tender without which no tender shall be considered for acceptance.

FORM OF DECLARATION

“I agree that I will not withdraw the tender offered by me as detailed below during a period of three months of the time that will be required for intimation of acceptance or non acceptance of the tender, whichever is earlier, should my tender be accepted and if I withdraw the tender during this period then I am liable to pay the whole sum of the tender or such amount on account of deficiency as in the opinion of the Principal Chief Conservator of Forests, (W.L), Assam, may be considered necessary to make good the whole of the loss and damages that may be suffered by the Government in consequence thereof I shall pay the amount as and when demanded and if I fail to pay it then it will be recovered from me as an arrear of Land Revenue”

Tender offered by me for the operation of Restaurant Complex of Assam State Zoo, Guwahati, for the period of 2 (Two) years from the date of settlement at the rate Rs.....
(In words.....only/month)

Total tender value offered by me for the entire period from the date of settlement at the rate is Rs.....) only.

The amount offered by me as above is excluding the electricity and water consumption bill amount that will be paid separately in every month as per my consumption and as assessed by the Assam State Zoo Authority.

Further, the area of the Restaurant Complex for which the tender has been invited has been shown to me by zoo authority and I have inspected the Restaurant Complex and I have fully understood about the area and the facilities available therein for which the tender has been invited.

I shall abide by all the terms and conditions laid down by the Assam State Zoo authority, if the Restaurant Complex in question is leased out to me for catering purposes for the stipulated period.

Signature of the tenderer
Name.....
Date.....

20. The settlement right of the Restaurant Complex shall not be assigned or sublet in whole or in part to anyone else by the Lessee. No power of Attorney or Mortgage Deed or any encumbrance shall be recognized in respect of catering in the Restaurant Complex without written prior permission from the Settlement Authority.
21. **The tenderer must affix 2 (two) copies of recent passport size photograph attested by a Gazetted Officer alongwith the tender, without which the tender shall be treated as cancelled.**
22. **The tenderer must submit details of his/her bank account with full address of the bank.**
23. **The tenderer must enclose valid FSSAI Registration certificate in the name of the tenderer.**
24. **For persons belonging to the schedule caste/schedule tribes and state Govt. Recognized, other backward classes/M.O.B.C, fifty percent of the stipulated amount of earnest money is payable by them .**
25. **The tenderer entitled to get such preferential treatment must clearly state in the tender to which caste / tribes or O.B.C/M.O.B.C. he belongs. A valid certificate from the competent authority shall have to be submitted alongwith the tender to established his claim for preferential treatment without which preferential treatment will not be given to the tenderer and his tender shall be considered as not valid.**
26. **Minimum 2 (two) years of experience in successfully running a Fine Dining Restaurant. The tenderer should produce documents to prove his/her claim (Ownership/Agreement Copy, Location of Restaurant, photographs etc.)**
27. **The tenderer must enclose a list of 5 (five) nos. of self specimen signature duly certified by Gazetted officer alongwith the tender without which the tender shall be treated as cancelled.**
28. **Separate address for communication must be furnished by the tenderer alongwith the tender and must be certified by a Gazetted officer.**
29. **The tenderer must submit last 3 years of Income Tax Return and Turnover Certificate from the concerned Chartered Accountant with turnover not to be less than 10 lakhs per year.**
30. **a. The tenderer must submit his/her GST Registration Certificate.**
 - b. The tenderer must submit the attested copy of his/her PAN Card.**
 - c. The tenderer must submit valid Trade License from the competent authority.**
 - d. All tenderer shall have to furnish sworn court affidavit in original alongwith their tender indicating whether they have been convicted of any**

offence or not, under the prevention and Food adulteration Act and Rules made their under during the 3 (three) preceding financial years from the date of tender giving the reference to each of the pending or concluded cases and sentence awarded in case of conviction of any offence under the said act and rules.

e. All those persons who have themselves been convicted of any offence under the prevention and Food adulteration Act and Rules made there under during the preceding 3 financial years as stated above will be held disqualified for the contract of catering though their offered rates may be highest and they may be otherwise found suitable.

31. Successful tenderer will have to produce a court affidavit in original recognizing his agent, salesmen to be engaged to cater in the Restaurant Complex without which no agent, salesmen shall be allowed to sale or cater in the Restaurant Complex.

32. As the Restaurant Complex is situated within Zoo Complex and hence all the rules, regulations pertaining to Assam State Zoo shall have to be abided by the successful tenderer.

33. Tenders should be submitted for the Restaurant Complex as per schedule below:-

Description of the Restaurant Complex	Schedule	Earnest money	Reserved Value
Restaurant Complex for Air conditioned Restaurant and open restaurant	For the right of Restaurant Complex only. Total area 2157.68 sq. ft approximately.	Rs.50,000.00	Rs.8,40,000.00

34. The Restaurant Complex is exclusively the property of Assam State Zoo authority and the Restaurant Complex will be leased out for catering purpose only for a stipulated period.

35. The Assam State Zoo Authority will supply water and electricity to the Restaurant Complex for operation and maintenance of the same and in case of scarcity of water and electricity the lessee will arrange water and electricity for operation of the Restaurant Complex at their own at their own cost.

36. The Restaurant Complex and its surrounding up to the radius of 25 mtrs from the complex, must be kept neat and clean with proper use of disinfectant at their own cost.

37. The successful tenderer will have to keep sufficient number of dustbin in and around the Restaurant Complex at his own cost and dispose of the garbage on a daily basis outside the Zoo premises.

38. The lessee and the person to be engaged by the lessee for catering purpose shall have to abide by all the rules and regulation in force and any order issued by the Zoo Authority, from time to time, in the interest of management of the Assam State Zoo, Guwahati.
39. The safety and security of the Restaurant Complex during the agreement periods will be the responsibility of the lessee.
40. It is specifically made clear that the premises in question are public premises within the meaning of public premises (Eviction of unauthorized occupants) Act, 1971 and provisions of said act shall apply for eviction purpose or any other law applicable to the context for eviction purpose.
41. The lessee will have to use the premises solely for the purpose as mentioned in the NIT.
42. The Lessee shall cater/supply high quality food etc. prepared under strict hygienic conditions and will provide decent services to the visitors. **The lessee will also have to produce Inspection Report from the Food Inspector of the leased out Restaurant on a monthly basis, failing which, the authority may prevent the lessee from commercial functioning.**
43. On completion of lease period/ on revocation of contract agreement for any reason whatsoever the Lessee will not remove any movable things without prior written permission from the Zoo management.
44. The Lessee shall make adequate provisions and measures for security, fire protection, fire-fighting arrangement at their own cost.
45. The Lessee will not do/cause/permit any nuisance in and around the premises, which may cause disturbance to the Zoo captive animals, visitors, neighbours etc.
46. The lessee shall use only commercial Gas burner for cooking purpose and washing of dish etc., must be done only in the kitchen pantry area and nowhere else.
47. The Jurisdiction of all kinds of disputes between lessee and the Assam State Zoo authority shall be in the district of Kamrup, Metro, Guwahati-1.
48. The duly authorized tenderer on behalf of a co-operative society, registered firm or company must furnish authorization document for submitting tender on behalf of such society/firm/company, whichever the case may be and such tender must be accompanied with registration certificate of the society/firm /company, valid documents in regards to up to date subscribed and paid up capital of the concern society/firm/ company.
49. The conditions, which are not specifically mentioned in the NIT may be added or incorporated subject to mutual consent of both the parties.
50. The Lessee will do regular painting to the Restaurant Complex with approved colour as and when necessary during the lease period at their cost.

51. Any repairing of the Restaurant Complex during the lease period not exceeding Rs. 20,000/- as per necessity and as assessed by the Zoo authority, will be made by the party at their own cost.
52. Further, any modification that would be require to be made for smooth operation of the Restaurant Complex will have to be made by the lessee at their own cost subject to approval from the D.F.O, Assam State Zoo Division.
53. The persons engaged for operation and maintenance of the Restaurant Complex engaged by the lessee must be provided with identity card alongwith photograph issued by the lessee. A list of such persons with their photographs and permanent address has to be submitted in the office of the D.F.O, Assam State Zoo Division, Guwahati.
54. The persons engaged for operation and maintenance of the Restaurant Complex must remain neat & clean and wear uniform with cap of approved colour with necessary name plates on their chest. These are to be provided by the lessee at their own cost.
55. All the persons engaged by the lessee shall have to abide by all the rules and regulations in force and any orders issued by the Zoo Authority from time to time.
56. The lessee will have to conspicuously display the list of the items to be sold along with rates in the Restaurant Complex.
57. The lessee will provided best quality of food to the customer in the Restaurant Complex at a reasonable price. If any complain is received in regards to harassment to the customer/visitor while operating the Restaurant Complex and if the Assam State Zoo authority is convinced of such harassment the agreement will be terminated at any time.
58. In case of any eventuality due to serving of adulterated food to the consumer in the Restaurant Complex, the lessee shall be solely responsible for such eventuality.
59. No wine or alcohol will be allowed to store or sale in the Restaurant Complex, selling of 'Tamul pan' cigarette, tobacco and other intoxicated substances etc. which are harmful for human consumption, shall not be stored or sold in the restaurant.
60. The lessee will not erect/fix/display any signboard or any other signage in the Restaurant Complex in any other areas within the zoo premises without approval from the zoo authority.
61. The lessee will maintain a **Complaint Book** in the Restaurant Complex, which shall be made available to the visitor/customer of the Restaurant Complex as and when asked for. The Divisional Forest Officer, Assam State Zoo Division or his representative will inspect and verify the same from time to time.
62. The Divisional Forest Officer, Assam State Zoo Division reserves the right to cancel the lease agreement at any time without assigning any reason.

63. If any dispute arises, the decision of the Principal Chief Conservator of Forests, (Wildlife), Assam will be the final.

64. Musical systems are strictly prohibited in the Zoo premises.



Divisional Forest Officer
Assam State Zoo Division
Guwahati-5.