

REQUEST FOR PROPOSAL FOR DESIGN & BUILD TUNNEL AQUARIUM AT NANDANKANAN ZOOLOGICAL PARK BHUBANESHWAR, ODISHA



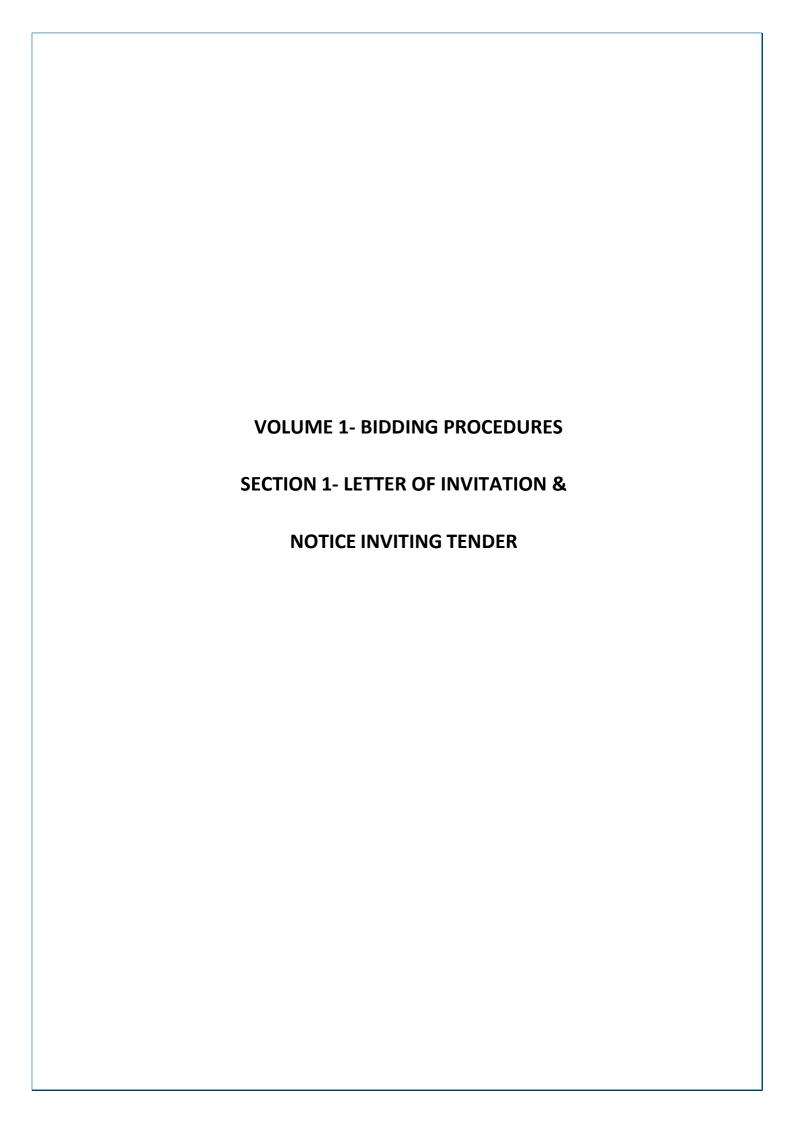
(PROJECT MANAGEMENT UNIT)

TENDER DOCUMENTS

Nandankanan Zoological Park Bhubaneshwar, 754005, Odisha, India **March 7, 2024**

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LETTER OF INVITATION

Name of the Assignment: REQUEST FOR PROPOSAL FOR DESIGN & BUILD TUNNEL AQUARIUM AT NANDANKANAN ZOOLOGICAL PARK BHUBANESHWAR, ODISHA.

- 1. Nandankanan zoological park, (the "authority"), in accordance with the provisions under the guidelines for design & build Tunnel Aquarium at Nandankanan zoological park Bhubaneshwar, Odisha and approval of services issued in the office memorandum no. 12508/3wl-33/2023 dt. 23.11.2023 of the PCCF(WL)& (CWLW), now invites proposal from reputed firms for design & build tunnel aquarium at Nandankanan zoological park.
- 2. A bidder will be selected under **Quality and Cost Based Selection** procedure as prescribed in the RFP Document.
- **3.** The Bid documents can be downloaded from the website of the Nandankanan Zoological Park i.e. www.nandankanan.org.
- **4.** Evaluation of the proposals shall be made as per the evaluation criteria mentioned in the RFP prior to opening of financial proposal.
- 5. The Contract period shall be valid for a period of Seventy-Eight (78) months from the date of execution of the contract agreement for the project to be undertaken. In case if this construction contracts are extended beyond the specified period of consultancy contracts, the consultant's contract shall also be extended on mutual agreement. During the extended period of consultancy contract, the consultant shall provide the services and deploy his staff as per mutual agreement. No additional fees shall be paid to the consultant on account of extension in the period of consultancy contract.
- 6. The two parts of the Proposal (Technical proposal and Financial proposal) must be submitted as per instructions provided in the RFP, with all pages numbered serially, along with an index of submission. The technical proposal is also required to be submitted in hard bound/ Spiral bound form withall pages numbered serially along with an index of submission. Bids submitted in loose form will not be accepted. The Financial Proposal is to be submitted in a separate envelope only. Bids shall be submitted through registered post or courier service or directly at the address mentioned above.NKZP shall not take any cognizance and shall not be responsible for delay/loss in transit or non- submission of the Bid in time. Submission in any other form shall not be acceptable. In the event, any of the instructions mentioned herein have not been adhered to, Authority may reject the Proposal.
- **7.** RFP submission must be received not later than 1700 hrs on dt.06/04/2024 in the manner specified in the RFP document at the address given below.

DEPUTY DIRECTOR

Nandankanan Zoological Park (NKZP), Barang (P O) Bhubaneswar-754005, Odisha, E-mail: deputydirector.kanan@gmail.com.

- 8. The proposal, complete in all respect as specified in the RFP Document, must be accompanied with a non-refundable amount of Rs.11.800/- (Rupees Eleven thousand & Eight Hundred only) towards Bid Processing Fee and Rs.70,000,00/- (Rupees seventy lakhs' rupees only) towards Bid Security in the form as prescribed in the RFP failing which the bid will be rejected (exempted for MSMEs).
- **9.** The last date and time for submission of proposal, and date of opening of technical proposal are as mentioned in the Bidder Data Sheet/NIT.
- **10.** This RFP includes following sections:
 - a) Letter of Invitation & Notice Inviting Tender (Section 1)
 - b) Instruction to Bidders (Section 2)
 - c) Evaluation and Qualification Criteria (Technical) (Section 3a)
 - d) Odisha Tender Scoring Matrix (Section 3b)
 - e) Bid Data Sheet (Section 4)
 - f) Bidding Forms (Section 5)
 - g) General Conditions of Contract (GCC) & Special Conditions of Contract (SCC) (Section 6)
 - h) Contract Data sheet and contract forms (Section 7)
 - i) Quality Assurance Plan (Section 8)
 - j) QHSE Manual (Section 9)
 - k) Scope of Work (Section 10a)
 - I) Scope of O & M (Section 10b)
 - m) Technical Specification (Section 11)
 - n) Schedule of Prices & Payment Schedule (Section 12)
- 11. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Authority's knowledge, the Authority holds no responsibility for accuracy of information, and it is the responsibility of the bidder to check the validity of information/ data included in this RFP. The Authority reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

Deputy Director Nandankanan zoological Park, Bhubaneswar

DEPUTY DIRECTOR, NANDANKANAN ZOOLOGICAL PARK P.O-BARANG,DIST-KHURDA,PIN-754005

PHONE: 9437022023

Email: deputydirector.kanan@gmail.com





Web: www.nandankanan.org

RFP No.35/PMU/NKZP-21/2024 Dated: - 07/03/ 2024 NOTICE INVITING TENDER

Nandankanan Zoological Park for its project "Design & Build Tunnel Aquarium" at its Zoo Premises, invites Open Bids for the following Works from well experienced Aquarium Design & Build Developers

SI. No.	Open Bids for the following Works from DESCRIPTION		DETAILS	1 1 1
1.	Organization		nkanan Zoological Park,	
2.	Office Inviting Bids	Deputy	ga, Bhubaneswar y Director Nandankanan Zoolo neshwar, 754005, Odisha, Ind	gical Park
3.	NIT Number and date		IU /NKZP dt. 0 7 .03.2024	la
4.	Nature of Work:		um – Building & Aquarium Spe	oiglist wede
5.	Cost Of Bid (Tender Fee)		000 + GST (18%) =Rs.11,800/	
6.	Issue date and time for collecting Bid documents		7 /03/2024 11:30 AM	
7.	Last Date and Time for Receipt of Bids	Dt. 06	/04/2024 05:00 PM	
8.	Pre-bid meeting date and time	Dt.2	0 /03/2024 03.30 PM	
9.	Bid Clarification and Queries Addressed to		director.kanan@gmail.com	4.
10.	Last Date for Receipt of Bid Queries		6 /04/2024 5:30 PM	
11.	Technical Bid Opening Date and Time:	Dt.0	8 /04/2024 11:00 AM	
12	Presentation of shortlisted bidders		8/04/2024 02.00 PI	4
	Financial Bid opening Date & time	The state of the s	8/04/2024 04.00 PM	
13	Bid Security Amount/EMD	Rs.70,0	0,000/- (Seventy lakh rupees of ded for MSME Applicable)	only)
4	Name of works	Design a Aquarium 1.	& Build, Operation & Maintena	erational
5.	Period of Completion		78 months. The period of o	
		SI. No.	Phases	Duration
		1	Design & Build	15 months
	*	2	Testing, Trial Runs & Commissioning	3 months
		3	Operation & Maintenance	60 months
			Total Project Duration	78 months

SI. No.	DESCRIPTION	DETAILS	
16.	Form of Contract	Design & Build	
17.	Bidding Type	Quality and Cost Based Selection: Based on Technical & Financial Elig	gibility
18.	Type Of Bid	Open Tender Two Packet Bidding	
19.	Bid Validity	120 Days	
20.	Schedule of selection process	Bidders shall endeavor to adhere to schedule. The proposed TUNNEL AQU bound project and bidders are advise anytime extensions but to stick to the	JARIUM is a time ed not to ask for
		Inviting RFP	Т
		Pre-bid Conference and Site visit	T+ 7 days
		Last date for Receiving clarifications	T+10 days
		Response to Pre-bid queries	T + 15 days
		Proposal Due Date	T + 18 days
		Technical Evaluation including clarifications	T + 25 days
		Financial Bid opening	T + 30 days
		Letter of award after competent Authority approval	T+ 35 days
		Agreement Signing	T+ 63 days

Note – The dates mentioned in Notice Inviting Tender (NIT) and Bid Data Sheet (BDS) {if any} shall be read in conjunction with each other. In case of any discrepancy between Bid Data Sheet and Notice Inviting Tender, Notice Inviting Tender shall govern. If there is any change in dates or extension of time, the same shall be notified through a Date Corrigendum.

Deputy Director Nandankanan zoological Park, Bhubaneswar



REQUEST FOR PROPOSAL FOR DESIGN & BUILD TUNNEL AQUARIUM AT NANDANKANANA ZOOLOGICAL PARK BHUBANESHWAR, ODISHA



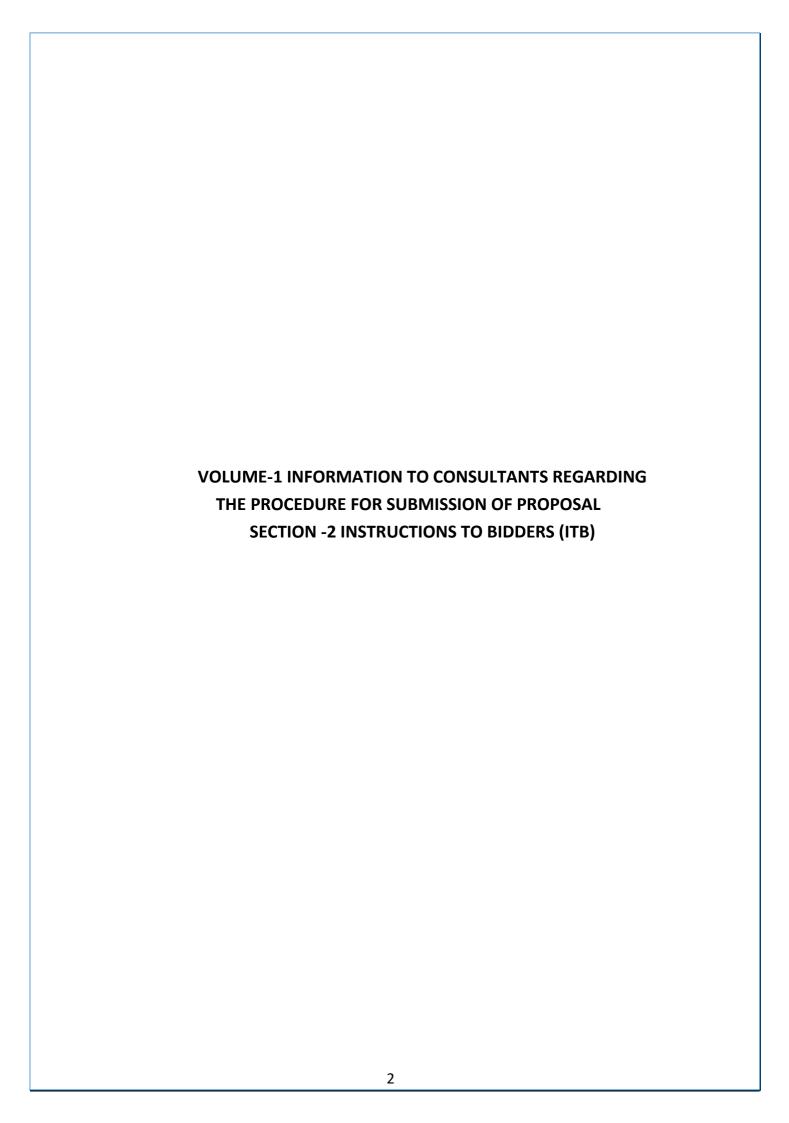
(PROJECT MANGEMENT UNIT)

TENDER DOCUMENTS

VOLUME 1 – SECTION – 2

INSTRUCTIONS TO BIDDERS (ITB)

Nandankanan Zoological Park Bhubaneshwar, 754005, Odisha, India **March 7, 2024**



INVITATION FOR PROPOSAL

Proposed Aquarium – at Nandankanan Zoological Park

Introduction:

Nandankanan Zoological Park is a 437-hectare (1,080-acre) zoo and botanical garden in Bhubaneswar, Odisha, India. Established in 1960, it was opened to the public in 1979 and became the first zoo in India to join World Association of Zoos and Aquariums (WAZA) in 2009. It also contains a botanical garden and part of it has been declared a sanctuary. Nandankanan, literally meaning "The Garden of Heaven", is located near the capital city, Bhubaneswar, in the environs of the Chandaka Forest, and includes the 134-acre (54 ha) Kanjia lake. A major upgrade was done in 2000 (after the damage caused by the super-cyclone of 1999 in coastal Odisha). More than 2.6 million visitors visit Nandankanan every year.

Nandankanan Zoological Park has taken various measures to connect its activities with the Government's worldclass vision under the 5T plan, including the addition of a "Tunnel Aquarium" in place of the old small obsolete aquarium.

This Tunnel Aquarium shall be established under "Design & Build" model.

The Proposed Aquarium:

The proposed Aquarium shall be built over 0.5 acres of land earmarked within the existing Zoo premises. This Design & Build bid is for Tunnel Aquarium Project that contemplates exhibiting exotic species of aquatic animals using innovative design and engineering at par with best industry standards.

The proposed aquarium must have "Tunnel" viewing experience in addition to other individual exhibits with appropriate aquascape / theming for Fresh, Brackish and Marine water environments chosen as appropriately. All facilities such as the quarantine, laboratory, feed storage and feed preparation, Dive equipment and husbandry consumable storages, aquarium maintenance offices...etc., as necessary for complete and effective functioning of the proposed aquarium

Tunnel Aquarium

The proposed Aquarium shall be of modern Aquarium to give the visitors a truly World Class experience.

Overall Project Data:

Land Area : 0.5 Acre

Built Up Area (BUA) : 3,500 to 3,800 Sqm

Duration : 18 Months

Design & Approval : 3 Months

Construction : 12 Months

Commissioning & Start-Up : 3 Months

Scope of Works:

The project Design & Build will be carried in single phase.

1. Project Development

The Entire Project Development shall be carried out in Design & Build model.

2. <u>DEPC (Design, Engineering, Procurement, Construction)</u>

The bidder shall carry out the minimum requirements but not limited to following:

Survey, Design & Engineering of all Architectural, Civil, MEP & Aquarium Specialist works Design such as: Acrylic viewing panels, Life Support Systems, Wet and Dry Theming, signages, and Species (all fishes).

Procurement of all materials, equipment, specialist works, aquatic species...etc.

General Construction, testing & commissioning of Civil, Substructure, Superstructure, Architectural Finishes, Interior and Exterior Works, building MEP, Aquarium Specialist works MEP, HVAC, Fire-fighting & Fire Alarm and BMS works including temporary quarantine building and installation of all specialist works.

3. Operation of Aquarium

The successful bidder upon completion of construction and commissioning, shall operate and maintain the Aquarium for 5 years extendable for another 3 by mutual agreement.

INSTRUCTION TO BIDDERS (ITB)

Α	GENERAL INSTRUCTIONS
ITB 1	Scope of Bid
ITB 2	Source of Funds
ITB 3	Eligible Bidders
ITB 4	Information of Tender
В	BIDDING DOCUMENTS
ITB 5	Sections of Bidding Documents
ITB 6	Clarification of bid documents, site visit, pre-bid meeting
ITB 7	Amendment of Bid Documents
С	PREPARATION OF BIDS
ITB 8	Cost of Bidding
ITB 9	Language of Bid
ITB 10	Documents Comprising Bid
ITB 11	Letters of Bid and Forms
ITB 12	Alternative Bid
ITB 13	Bid Prices and Discounts
ITB 14	Currencies of Bid and Payments
ITB 15	Documents comprising technical proposal
ITB 16	Documents establishing the qualifications of the bidder
ITB 17	Period of Bid Validity
ITB 18	Bid Submission fee and Bid Security
ITB 19	Format of Signing of Bid
D	SUBMISSION AND OPENING OF BIDS
ITB 20	Submission, sealing and marking of bids
ITB 21	Deadline for submission of bids
ITB 22	Late Bids
ITB 23	Withdrawal, Submission, Modification of Bids
ITB 24	Bid Opening
E	EVALUATION AND COMPARISON OF BIDS
ITB 25	Confidentiality
ITB 26	Clarification of Bids
ITB 27	Deviations, Reservations, and Omissions
ITB 28	Preliminary Examinations and Responsiveness of Technical Bid
ITB 29	Non-Material Conformities
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ITB 31	Conversion of Currency
ITB 32	Margin of preference
ITB 33	Sub-Contractors
ITB 34	Evaluation of Financial Proposal of Bids
ITB 35	Comparison of Bids
ITB 36	Qualification of Bidder
ITB 37	Employer's Right to Accept, Reject any or all bids
ITB 38	Negotiation of Bids
F	AWARD OF CONTRACT
ITB 39	Award Criteria
ITB 39 ITB 40	Award Criteria Notification of Award
ITB 40	Notification of Award
ITB 40 ITB 41	Notification of Award Signing of Contract

A. GENERAL INSTRUCTIONS:

ITB 1 Scope of Bid

1.1 In connection with the Invitation for Bids indicated in the NIT, Nandankanan Zoological Park-NKZP (hereinafter referred to as the 'Employer') through this bidding document invites Bids for the work:

Development of Tunnel Aquarium:

- 1. Design and Build fully Operational Tunnel Aquarium
- 2. Carryout Operation & Maintenance of the complete works of Tunnel Aquarium

as defined in these Bid documents (hereinafter referred to as the 'Works'). The name, identification number, location, probable amount, employer address etc. of Bid are provided in the NIT and Bid Data Sheet.

- 1.2 Unless otherwise stated, throughout this Bidding Document words and expressions using initial capital letters shall be defined and interpreted as prescribed herein;
 - a) General Conditions of Contract or GCC;
 - b) ITB 1.1 above and ITB 1.2a below; or
 - c) specifically, in the document where they are used, as the case may be (such as, for the purpose of illustration only but not limited to, under ITB 1.1 above)
- 1.2a The following words and expressions shall have the meaning stated:
 - a) "Bidder/Tenderer" means a bidder including its associates/partners/consortium member/ JV member, who acquires the Bidding Document from the source stated in the NIT.
 - b) "Contractor" means the Bidder whose Tender has been accepted by the Employer and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.
 - c) "Addendum" or "Addenda" means any addendum or addenda to the Bidding Document which the Employer may issue from time to time.
- 1.3 The Brief Scope of Work is further described in Volume-3 TOR. The Contractor has to execute the work accordingly with the approval of the Employer.
- 1.4 The successful bidder has to establish its site office in a location, mutually determined area within the constraints of the Site.
- 1.5 Location of the work:Nandankanan Zoological Park, Bhubaneshwar, State of Odisha, India.

ITB 2 Source of Funds:

2.1 Government of Odisha

ITB 3 Eligible Bidders

- 3.1 This Bidding procedure is open to all bidders who meet the eligibility criteria as per **Section-3 Evaluation and Qualification Criteria**.
- 3.2 A Bidder may be a natural person, private entity, enterprise or any combination of them with a formal intent to enter into an agreement
 - In the case of a Consortium/Joint Venture, the Bidder should note that, in accordance with GCC:
 - (i) all partners shall be jointly and severally liable, and
 - (ii) the Consortium/Joint Venture, if any, shall nominate a leader who shall have the authority to bind the Bidder and then the Contractor, and conduct all business for and on behalf of any and all the partners of the Consortium/Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during Contract execution.
- 3.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:
 - a) they have controlling shareholders in common; or
 - b) they receive or have received any direct or indirect subsidy from any of them; or
 - c) they have the same legal representative for purposes of this Bid; or
 - d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or
 - e) influence the decisions of the Employer regarding this bidding process; or
 - f) a Bidder participates in more than one Bid in this bidding process, either individually or as a partner in a Joint Venture. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 3.3 (a) (d) above, this does not limit the participation of a Bidder as a Subcontractor in another Bid or of a firm as a Subcontractor in more than one Bid; or
 - g) a Bidder, Joint Venture partner, associates, parent company, or any affiliated entity, participated as a consultant in the preparation of the Employer's Requirements for the Plant, Materials, and Services that are the subject of the Bid; or
 - h) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer or Borrower as Employer's Representative for the Contract; or
 - i) a Bidder would be providing Goods, Works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the

- project specified in the NIT that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm.
- j) A Bidder that has a financial or familial relationship with staff of the Employer including project implementing/executing agency, or of a recipient of a part of the loan who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to Employer throughout the procurement process and execution of the contract.
- 3.4 The Tenderer shall submit a written power of attorney authorizing the signatory (ies) of the Tender to commit the tenderer along with Board Resolution confirming authority on the persons issuing the Power of Attorney for such actions. In case of partnership, consortium or joint venture, Power of Attorney(s) and Board Resolution(s) for each member of the partnership, consortium or joint venture shall be submitted. **Refer Form 1&2.**
- 3.5 Bidders shall provide such evidence of their continued satisfactory eligibility to the Employer, as the Employer shall reasonably request.

Corrupt and Fraudulent Practices;

- 3.6 The Employer requires Bidder's compliance with its policy in regard to corrupt and fraudulent practices as listed below.
- 3.7 The Employer requires that the Bidders/Contractors, their designated consultants / contractors /suppliers and /or their agents observe the highest standards of ethics during Tendering and execution of this Contract. In pursuance with this policy, the Employer:
 - a) defines, for the purpose of these provisions, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to Employer, Engineer or any of their employees, to influence their actions in the procurement process or in Contract execution; and
 - (ii) "fraudulent practice" means a concealment or misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
 - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

- (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (v) Breach of any of the contract condition during execution:
- b) Will reject the Tender for the Work or rescind the Contract if the Employer determines that the Bidder/Contractor has engaged in corrupt or fraudulent practices.
- c) Will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a Contract/s if he at any time determines that the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.
- 3.8 In the event of recission of Contract, the Contractor shall not be entitled to any compensation whatsoever, except for the work done up to the date of recission.

3.9 **Secrecy**

With a view to safeguard the secrets and confidential information relating to the project, the Bidder binds himself, his successors, assignees, officials, managers, technical and all other staff directly or indirectly concerned with the Project who may have acquired Project related information to secrecy. The Bidder shall ensure, so far as lies in his power, that no third party has access to any such information.

3.10 The Bidders are permitted to share information from the Bid Document with their possible specialized subcontractor/suppliers under intimation to the Employer and the Engineer, subject to that the Bidder shall take an undertaking from such subcontractor/ suppliers that such subcontractor/ suppliers shall not share the Bid Document information with any persons.

ITB 4 Information of Tender

- 4.1 Refer Section 7 (Contract Data & Forms)
- 4.2 Bidders have to contact the office at their own cost
- 4.3 All prospective Bidders are expected to see all information regarding submission of bid for the Work published during the period from the date of publication of RFP for the Work and up to the last date and time for submission of bid. Non observance of information published shall not be entertained as a reason for any claim or dispute regarding a tender at any stage.
- 4.4 All bids shall be submitted offline at designated office only in the relevant envelope(s) / cover(s), as per the type of tender.
- 4.5 The **tender** Issuing Authority shall not allow submission of bids after the stipulated date & time. The Bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of technical issues, traffic congestion, etc. In this regard,

Employer shall not be responsible for any kind of such issues faced by Bidder and such events will not be treated as reason for submitting the bid by any other modes.

B. CONTENTS OF THE BID DOCUMENTS

ITB 5 Sections of Bidding Documents

5.1 These Bid Documents consist of all the Sections indicated below, and should be read in conjunction with any addenda issued.

Volume 1 - Bidding Procedure

Section- 1: Letter of Invitation

&Notice Inviting Tender

Section- 2: Instruction to Bidders
Section- 3a: Qualification Criteria
Section- 3b: Tender Scoring Matrix

Section- 4: Bid Data Sheet Section-5: Bidding Forms

Volume -2 - Conditions of Contract & Contract Forms

Section-6: General Conditions of Contract (GCC)

Section-7: Contract Data Contract Forms

Section-8: QA Section-9: HSE

Volume - 3 - Terms of Reference

Section-10a: Terms of Reference
Section-10b: O & M Requirements
Section-11: Technical Specifications

Volume - 4 - Financial Bid & Schedule of Items

Section-12: Schedule of Prices & Payment Schedule

- 5.2 The NIT issued by the Employer is part of the Bid Documents.
- 5.3 The Employer is not responsible for the completeness of the Bid Documents and their addenda and/or corrigenda, if they were not obtained from specified office or any other source specified in this Bid Document.
- 5.4 The Bidder is expected to examine all instructions, forms, schedules, terms, and Employers' Requirements in the Bid Documents. Each Bidder is solely responsible for conducting its own due diligence and investigation in support of the preparation of Bids, negotiation of agreements, and the subsequent delivery of all services to be provided by the successful Bidder.
- 5.5 The bidder shall not make or cause to be made any alteration, erasure or obliterations

to the text of the bid documents as submitted.

5.6 The Documents including the bid documents and all attached documents provided by Employer shall remain or become the property of Employer and are transmitted solely for the purpose of preparation and submission of bid document in accordance herewith. The provisions of this para shall also apply mutatis mutandis to the bids and all other documents submitted by the bidders and Employer will not return to the bidders any bid, documents or any information provided along herewith.

ITB 6 Clarification of bid documents, site visit, pre-bid meeting

- 6.1 A prospective Bidder requiring any clarification of the Bid Documents shall send his 'query and request for clarification' to the Employer through the e-mail only. The Bidder shall send his 'query and request for clarification' within time schedule as described in NIT. No 'query and request for clarification' will be considered afterwards. The Employer shall send all its response to 'queries and requests for clarification' and issues raised in 'pre-Bid meeting', including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bid Documents as a result of a request for clarification.
- 6.2 The Bidder is advised to strictly undertake a visit to the site of the works and be aware of and ascertain himself the site conditions, traffic, location, surroundings, hindrances, climate, availability of power, water and other utilities for construction of, access to site, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant prior to submission of bid and entering into a Contract for the works. The cost of visiting the site shall be at the bidder's own expenses. The Tenderer should visit, examine and assess the Site including working conditions and will be deemed to have satisfied himself of the risks and obligations under the Contract.
- 6.3 The Bidder and any of his personnel, and agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, his personnel and agents will release and indemnify the Employer and his personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss or damage to property and any other loss, damage, costs and expenses incurred as a result of site visit.
- 6.4 The Bidder is to note that the bidder will be fully responsible for proper usage of all utility services like water, electricity, sewerage etc. provided by the Employer necessary for construction, completion and Operation & Maintenance of the works described in **Volume-3 Work Requirement**
- 6.5 Queries of any pre-Bid meeting, including the text of the questions asked, without identifying the source, and the responses given, together with any responses prepared

after the meeting, will be provided. Any modification to the Bid Documents that may become necessary as a result of the pre-Bid meeting will be made by the Employer exclusively through the issuance of an addendum and not through the minutes of the pre-Bid meeting.

- 6.6 The Bidder's designated representative is invited to attend a pre-Bid meeting, as provided for in the NIT/BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 6.7 Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
- 6.8 Non-attendance at the pre-bid meeting will not be a cause for escape from any bid requirements whatsoever.
- 6.9 Correspondence: All correspondence from NKZP pertaining to this tender till the award of the work with tenderer shall be done by:

The Deputy Director

Nandankanan Biological Park

Bhubaneshwar, 754005, Odisha, India

ITB 7 Amendment of Bid Documents

- 7.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bid Documents by issuing addenda and/or corrigenda.
- 7.2 During the tender period, the Employer may issue further instructions to tenderers or any modifications to existing tender documents in the form of an addendum. Such an amendment in the form of an addendum will be made available through email/letters to all prospective tenderers who have purchased the tender document in the tender period. Any addendum and/or corrigendum issued shall become part of the Bid Documents. It will only be Provided through email/letters
 - Without prejudice to the order of preference as specified in Clause 1.5 of General Conditions of Contract, the provisions in such addenda shall take priority over the Invitation to Tender and Tender Documents issued previously. Tenderers should acknowledge receipt of such addenda and include them in the tender submittal.
- 7.3 To give prospective Bidders reasonable time in which to take an addendum and/or corrigendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to **ITB 21.**
- 7.4 The Tenderer should note that there might be aspects of his Tender and/or the evaluation documents submitted with the Tender that will necessitate discussion and clarification. It is intended that any aspect of the said evaluation documents and any

- amendments or clarification which are to have contractual effect will be incorporated into the Contract either:
- a) by way of Special Conditions of Contract prepared by the Employer and agreed in writing by the Bidder prior to and conditional upon acceptance of the Tender; or
- b) by the Bidder submitting, at the written request of the Employer, documents which are expressly stated to form part of the Tender, whether requested before or after submission of the documents forming part of the Tender.

C. PREPARATION OF BIDS

ITB 8 Cost of Bidding

- 8.1 The tender document(s) shall be obtained free of cost by the contractors from the designated office. However, a bid submission fee (tender fee) as mentioned in the NIT/BDS is required to be submitted along with the bid submission as detailed in ITB 20.1.
- 8.2 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

ITB 9 Language of Bid

- 9.1 The language of the Bid is English.
 - a) All correspondences/Exchange shall be in English language. Language for translation of supporting documents and printed literature is English.
 - b) Supporting documents relating to eligibility criteria enclosed with the bid, other than English language, should be translated to English and each such translated page will have to be notarized/registered with appropriate statutory authority in the jurisdiction where supporting document is issued and should be endorsed,
 - c) The bidder should provide the relevant contact number & email along with postal address, in English, of issuing authority/agency for verification purpose.

ITB 10 Documents Comprising Bid

- 10.1 The Bid submitted by the Bidder shall comprise of two packets, comprising the Qualification documents with first containing **Technical Proposal** and the second containing the **Priced Schedule of Items**.
- 10.2 Technical Proposal shall comprise the following:
 - a) Payment details of Bid Submission Fee in accordance with ITB 8.1.
 - b) Details of Bid Security in accordance with **ITB 18**. Details required for payment (Details of bank account having core banking facility and e-mail address of the contractor) in the prescribed format. (**Refer Form 18**)

- c) No alternative bids permitted as per ITB 10.3.
- d) Written confirmation authorizing the signatory of the Bid to commit the Bid, in accordance with ITB 19.2 & ITB 4.4
- e) Documentary evidence, in accordance with ITB 4, establishing the Bidder's eligibility and qualifications to perform the contract if its Bid is accepted; (Schedule 5&6)
- f) Documentary evidence, in accordance with ITB 5, that the Plant, Materials, and
- g) Services offered by the Bidder in its Bid are eligible and conform to the Bidding Document; (Refer Form10.2)
- h) Technical Proposal in accordance with ITB 15, together with the list of Subcontractors & Consultants (Refer Schedule), in accordance with ITB 14;
- i) in the case of a bid submitted by a Consortium/Joint Venture, the Bid shall include a copy of the Consortium/Joint Venture agreement entered into by all partners (Refer Form 5)
- j) The Qualification and other documents (Technical proposal) has to be duly signed, stamped, and submitted.
- k) Any other document required in the Bid Data Sheet
- 10.3 Alternative Bids is not permissible and shall not be considered. Alternative Technical Solutions shall not be permitted. Alternative time for completion shall not be accepted and such bids shall be liable to be rejected.
- 10.4 To establish its eligibility and qualifications to perform the Contract in accordance with ITB 4, the Bidder shall provide the information requested in the corresponding information sheets included in Section- 5-Bidding Forms & Schedules.
- 10.5 The Financial proposal shall comprise the following:

The Price Schedules Comprising of Schedule of Works. *The Financial Proposal shall be submitted in Schedule of Works provided.* The Bidder to ensure that the file being submitted shall be to the specified form and manner.

ITB 11 Letters of Bid and Forms

11.1 The Bidder shall complete the Letter of Bid (Refer Schedule 10) including the other documents as listed under ITB 10 of Technical Proposal, using the relevant forms furnished in Section-5-Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. Refer detailed checklist (Section-5) for details of each section.

ITB 12 Technical Proposal, Subcontractors

12.1 The Bidder shall furnish a Technical Proposal including method statements for the Design–Build Phase, Operation and Maintenance Plan commensurate with the

proposed scope of works, and any other information as stipulated in Section – 5-Bidding Forms & Schedules, in sufficient detail to demonstrate adequacy of the Bidders' Technical Proposal to meet the Contract requirements, including the Time for Completion of Design—Build (Schedule 10.3)

12.3 The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB 4, and that any Plant, Materials, or Services to be provided by the Subcontractor comply with the requirements of ITB 5.

ITB 13 Bid Prices and Discounts

- 13.1 Unless otherwise specified in the BDS and/or Employers'/Terms of Reference, Bidders shall quote for the entire Plant, Materials, and Services on a "single responsibility" basis such that the total Bid Price covers, all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation, completion and operation of the Works under the Contract.
- 13.2 Bidders are required to quote the price for all obligations outlined in the Bidding Document. Unit rates and prices for all items in the Price Schedules, if applicable shall be expressed in positive values. If unit rates and prices are expressed in negative values, the bid will be rejected.
- 13.3 Bidders shall give a breakdown of Prices in the manner and detail called for in the Price Schedules provided in **Schedules 13 (Section -5 Bidding Forms & Schedules)**. The total amount from each **Schedule 13** giving the total Bid amount to be entered in the Letter of Price Bid. The absence of the total Bid amount in the Letter of Price Bid may result in the rejection of the Bid.
- 13.4 In the Schedules, Bidders shall give the required details and the price quotes shall be for the complete works including all incidental expenses and associated charges such as but not limited to:
 - (i) Carriage and insurance
 - (ii) All customs duties and other taxes paid
 - (i) Sales and other taxes
 - (ii) All taxes, duties, levies, and charges payable
 - (iii) Rates and Prices for local transportation, insurance, and other services incidental to the delivery of the Plant, all Contractor's Personnel, Contractor's Equipment, Temporary Works, Materials, consumables, and all matters and things of whatsoever nature related to the execution of the Works during the Design–Build Period, as and where identified in the Bidding Document, and as necessary for the proper execution of the installation and other services, including all taxes, duties, levies, and charges payable.

- 13.5 The rates for various items quoted by the Bidder shall be rounded to **two decimal places**. The decimal places in excess of two will be discarded during evaluation.
- 13.6 The rates and prices quoted by the Bidder shall remain firm during the entire period of contract.
- 13.7 GST shall be reimbursed to the Bidder at prevailing rates and on submission of proof of having deposited the same with the tax authorities.
- 13.8 GST as applicable are to be indicated separately in the financial bid in the respective columns of the financial Bid.
- 13.9 The tax liability as per GST Act rests with the bidder, ambiguity if any regarding the percentage for that particular work or Services Accounting Code (SAC)/HSN etc. shall be cleared along with clarification during Pre-Tender Meeting.
- 13.10 Any change in rate of tax (any upward/downward/exemption etc.) by Govt. of India subsequent to submission of price bid would be admissible.
- 13.11 Under GST law the Contractor shall also comply regarding filing of all the returns to the GST network/government departments within the stipulated time every month or such other period as required by the Government. If the contractor does not comply with any of the GST laws and procedures and if Employer incurs any liability on this account or does not get the input credit from the GST Network/Government as goods and/or service receiver due to the contractor's failure to comply with the procedures of filing / submitting of data/submissions of documents etc in time, then all such liability including the input credit of the GST lost by Employer and the penalties and interest incurred by Employer would be the liability of the contractor and the same shall be recovered either by recovery from security deposits / any other amount payable by the contractor to Employer or through direct payment.

ITB 14 Currencies of Bid and Payments

14.1 The Bidder shall express the price of their works in INR only. The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

ITB 15 Documents comprising technical proposal

15.1 The bidder shall furnish the sufficient details, by submitting the Forms and Schedules specified in Section-3 and Section- 5, bidding forms, technical proposal including a statement of work methods for the Design-Build

ITB 16 Documents establishing the qualifications of the bidder

16.1 In accordance with Section-3-Evaluation and Qualification Criteria to establish that the Bidder continues to meet the criteria mentioned in Section-3, the Bidder shall provide

the required information in the corresponding information sheets included in **Section-5-Bidding Forms & Schedules**, updated information on any assessed aspect that changed from that time.

ITB 17 Period of Bid Validity

- 17.1 *Bids shall remain valid for a period of 120 Days*, after the Original Bid submission deadline date (as in NIT) specified in the **ITB 21** or the extended date whichever is later. A Bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 17.2 In exceptional circumstances, prior to the expiration of the original Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids for a specified additional period. The request and the Bidder's responses shall be made in writing or by email. A Bidder may refuse the request without remitting Bid Security, subsequently, his Bid will be considered "WITHDRAWAL". A Bidder granting the request shall not be required or permitted to modify its Bid.

ITB 18 Bid submission fee and Bid Security

- 18.1 The Bidder shall furnish as part of its Bid, bid submission fee and Bid security for the amount specified in NIT/BDS. The Employer has the right to reject the tender if a tender submitted without tender fee and bid security.
- 18.2 For this tender, Bidders shall remit the Bid Submission fee and Bid Security using the manual payment options or as specified.
- 18.3 Any Bid not accompanied by acceptable bid submission fee and bid security if one is required in accordance with **ITB 18.1** shall be rejected by the Employer as non-responsive.
- 18.4 The bid security of unsuccessful Bidders shall be returned as promptly as possible upon finalization of bid as per **ITB 38** or upon the successful Bidder's furnishing of the Performance Security pursuant to ITB 42.
- 18.5 The Bid Security of the successful Bidder shall be returned promptly as possible once the successful Bidder has furnished the required Performance Security and signed the Contract.
- 18.6 The bid security deposited with Employer will not carry any interest.
- 18.7 The Bid Security may be forfeited:
 - a) If a bidder withdraws the Bid after Bid opening during the period of Bid Validity including extended period of validity.
 - b) If any modification is effected to the tender documents or
 - c) If the successful bidder within the specified time limit fails to:

- i) Sign the contract Agreement in accordance with ITB 41
- ii) Furnish a Performance Security in accordance with ITB 42
- iii) Accept the arithmetical corrections of its Bid in accordance with ITB 30.
- d) Convince the Employer about the reasonability of his unbalanced bid prices for any individual item or items of his price bid.
- 18.8 Bid Security shall be in the name of the Bidder only. The Bid Security of a Consortium/Joint Venture shall be in the name of the Consortium/Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid Security shall be in the name of any or all of the Joint Venture partners.

ITB 19 Format of Signing of Bid

- 19.1 The bidder has to submit the relevant information as asked for about the firm/contractor. The Bidders, who submit their bids for this tender accept that they have clearly understood and agreed the terms and conditions including all the Forms/ Annexure of this tender.
- 19.2 The bid document shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder. The written confirmation of authorization to sign on behalf of the Bidder shall consist of Power of Attorney in favour of the signatory issued by a competent authority. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid shall be signed by the person signing the bid.
- 19.3 The Bidder shall prepare one original of the Qualifying Documents, one original of the Technical Proposal as described in ITB 10 and shall be submitted. In the event the Bidder is selected, he will have to submit the original document for including in the contract.
- 19.4 In case of a Joint Venture that has not been legally constituted at the time of bidding, the written confirmation of authorization to sign on behalf of the bidder shall be in the name of nominated representative, who shall have the authority to conduct all business for and on behalf of the any or all parties of Joint Venture during the bidding process, and in the event of the Joint Venture is awarded the contract, during contract execution.
- 19.5 The original of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. *This authorization shall consist of a legally authorized Power of Attorney in favour of the person (herein after called the Authorized Representative).*
 - In case of proprietorship, the bid shall be submitted by owner/proprietor only. In case of partnership, the bid shall be submitted by all the parties or the managing partner only authorized. In case of company, the bid shall be submitted by any of the directors

duly authorized by the board of directors or by such authorized person provided.

The executor of the Power of Attorney should be authorized through an appropriate Company Board Resolution or equivalent document, copy of such company Board Resolution or equivalent document should also be attached and shall be duly notarized. The name and position held by person signing the authorization must be typed or printed below the signature. All pages of the Bid including those where entries or amendments have been made shall be stamped and signed or initialled by the authorised person signing the Bid

- 19.6 Any inter-lineation, erasures, or rewriting shall be valid only if they are signed or initialled by the person(s) signing the Bid; however, overwriting shall not be valid.
- 19.8 A Bid submitted by a Consortium/Joint Venture shall be signed to be legally binding on all partners.

D. SUBMISSION AND OPENING OF BIDS

ITB 20 Submission, sealing and marking of bids

- 20.1 The Bidder shall submit their bid through the ways and means stated in the NIT as per the procedure laid down. The Bidders shall obtain the tender documents including the Schedule of Works file. Bidders shall submit copies comprising of Qualifying documents, bidding forms, Technical Proposal and Financial Proposal separately
- 20.2 The price bid shall contain only the duly filled Schedule of Works file.

The financial proposal shall be submitted separately in financial package. *Bidders shall* not quote/mention rates anywhere else in the Bid other than financial proposal; otherwise, the Bid shall be summarily rejected.

ITB 21 Deadline for submission of bids

- 21.1 Bids must be submitted by the Bidder not later than the date and time indicated in the NIT / BDS. Bids shall be received on or before the date and time as notified in the critical date
- 21.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bid Documents in accordance with ITB 7, in which case all rights and obligations of the Employer and Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.

ITB 22 Late Bids

22.1 The Employer will not consider any Bid that is submitted after the deadline for submission of Bids, in accordance with ITB 21. Bids shall be received on or before the date and time as notified in the critical date. Late submission of bid will not be allowed. Employer will not be responsible for any delay or any error in submitting the Bid

Submission. The bidders are advised to submit their submissions well before the due date and time of Bid submission to avoid any problems and last-minute rush.

ITB 23 Withdrawal, Resubmission, Modification of Bids

- 23.1 The bid may be modified/corrected prior to the closing time and date of submission as mentioned in NIT & BDS.
- 23.2 Resubmission or modification of bid by the Bidders for any number of times within the date and time of submission is allowed. Resubmission of bid shall require submitting of all documents including price bid afresh.
- 23.3 If the Bidder fails to submit his modified bids within the predefined time of receipt, it shall be considered only the last bid submitted.
- 23.4 The Bidder can withdraw his/her bid before the date and time of receipt of the bid. The Issuing Authority shall not allow any withdrawal after the date and time of submission.
- 23.5 No bid may be modified, withdrawn, or substituted in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder or any extension thereof.

ITB 24 Bid Opening

- 24.1 Bid opening will be done manual at the time and dates specified in the NIT/BDS.
- 24.2 Initially, the Employer or his authorized representative shall open only the Technical Bids in the designated office at the date and time specified in the BDS/NIT. The Financial Bids will remain unopened.
- 24.2 The Employer shall conduct the opening of Financial Proposal of all Bidders who submitted responsive and technically qualified Bid. Technical and Financial Bids shall be opened as per Tender procedures
- 24.3 The Technical bids shall be evaluated by the Employer. No amendments or changes to the Technical Bids are permitted. Bids with Technical Bids which do not conform to the specified requirements will be rejected as deficient Bids.
- 24.4 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and the details of Bid security remittance. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.
- 24.5 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being non-responsive to the requirements of the Bidding Document and return their Price Bids unopened.

- 24.6 In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the same time on the next working day.
- 24.7 The Employer shall conduct the opening of Price Bids of all technically responsive and pre-qualified Bidders, in the presence of Bidders or their designated representatives who choose to attend at the address, date and time specified by the Employer. The employer may also inform in writing / by e-mail/SMS the date and time of opening of the price bid to the qualified Bidders.

E. EVALUATION AND COMPARISON OF BIDS

ITB 25 Confidentiality

- 25.1 Information relating to the evaluation of Bids and recommendations of Contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is announced pursuant to ITB 39 The undue use by any Bidder of confidential information related to the process may result in the rejection of its Bid.
- 25.2 From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it may do so in writing or by email at the address/mail id specified in the BDS/NIT.
- 25.3 Any attempt by a Bidder to influence the Employer in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, or Contract award decisions may result in the rejection of its bid.
- 25.4 The bid documents issued for this work are the property of Employer and shall be used solely for bidding purpose as general guidance. They shall not be used in part or whole, altered form for any other purpose without the permission in writing of the Employer.

ITB 26 Clarification of Bids

- 26.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing or by e-mail. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the price Bids, in accordance with ITB 30.
- 26.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.
- 26.3 The Employer, solely at its discretion, may ask for the Bidder for an amendment/

alteration or additional information in Bid after the due date of submission of the Bid except the Financial Proposal. Under no circumstances, the Financial Proposal shall be amended or altered.

ITB 27 Deviations, Reservations, and Omissions

- 27.1 During the evaluation of Bids, the following definitions apply:
 - (a) "deviation" is a departure from the requirements specified in the Bid Documents.
 - (b) "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bid Documents; and
 - (c) "Omission" is the failure to submit part, or all of the information or documentation required in the Bid Documents

ITB 28 Preliminary Examination and Responsiveness of Technical Bid

- 28.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in **ITB 15 & 16.**
- 28.2 A substantially responsive bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
 - a) If accepted, would:
 - i. Affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - ii. Limit in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or
 - b) If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids
 - 28.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 28.3, in particular, to confirm that all requirements of Volume 3 Terms of Reference have been met without any material deviation, reservation or omission.
- 28.4 If a bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 28.5 The Employer will evaluate the technical bids based on the information furnished by Bidders and finalize list of responsive Bidders.

ITB 29 Non-Material Conformities

29.1 Provided that a Bid is responsive, the Employer may waive any non-conformities in the Bid that do not constitute a material deviation, reservation, or omission.

29.2 Provided that a Bid is responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

ITB 30 Correction of Arithmetical Errors

- 30.1 Provided that the bid is substantially responsive, during the evaluation of Price bid, unless otherwise provided in BDS, the Employer shall correct arithmetic errors on the following:
 - (a) If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and the quantity, the unit rate shall prevail and the total cost shall be corrected unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate shall be corrected.
 - (b) If there is a discrepancy between the total Bid Price and the sum or subtraction of the subtotal costs, the subtotal costs shall prevail, and the total Bid Price will be corrected.
 - (c) If there is a discrepancy between amounts in figures and words, the amounts in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 30.2 The amount stated in the Financial Proposal will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the same time on the next working day
 - 30.3 Deleted
 - 30.4 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors in accordance with **ITB 30.1**, its Bid shall be disqualified, and action shall be initiated in accordance with **Section 5 -Bidding Forms- Form 3**

ITB 31 Conversion of Currency

31.1 Not Applicable. The Bidder has to quote in INR only.

ITB 32 Margin of preference

32.1 Deleted

ITB 33 Sub-Contractors

- 33.1 Unless otherwise stated in the NIT/BDS, the Employer does not intend to execute any specific elements of the Works by sub-contractors selected in advance by the Employer other than that specifically required as per **Section 3 Evaluation & Qualification Criteria.**
- 33.2 Prior approval for Post-qualification of sub-contractors applicable for this contract shall be obtained from the Employer.

ITB 34 Evaluation of Financial proposal of Bids

- 34.1 The Employer shall use the criteria and methodologies for evaluation of Financial Proposal as indicated in **Section 3 Evaluation & Qualification Criteria** to evaluate and compare the financial proposal of each bid determined to be substantially technically responsive in accordance with **ITB 28** and qualified for the award of contract in accordance with **ITB 34**. No other evaluation criteria or methodologies shall be used. The Employer reserves the right to waive minor deviations from the qualification criteria if they do not materially affect the technical capability and financial resources of an Applicant to perform the Contract.
- 34.2 Bid submitted with an adjustable/variable quotation will be treated as non-responsive and rejected.
- 34.3 To evaluate a Financial Proposal, the Employer shall consider the following:
 - (a) The Bid Price quoted with GST by the Bidder in the Schedule of Works submitted (Financial Proposal) as per the format provided.
 - (b) Adjustment of price for correction of arithmetic errors in accordance with **ITB 30**.
 - (c) Application of MSME Rule, reference with ITB 34.3
 - (d) Examine the financial proposal to confirm that all documents and schedules requested in ITB 10 have been provided and determine the completeness of each document submitted. If any of these documents or information is missing, the Bid shall be rejected.
 - (e) Converting the amount resulting from applying (c) to (d) above, if relevant, to a single currency in accordance with ITB 31.
 - (f) Adjustment for nonconformities in accordance with ITB 29;
- 34.3.1 Price adjustment provisions, if any, applying to the period of execution of the Contract shall not be taken into account while evaluating the Bid.
- 34.5 The Employer shall compare the evaluated prices of all responsive Bids in accordance with **ITB 28.5** to determine the lowest evaluated Bid Price.
 - Adjustments in price that result from the procedures outlined above shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Quality Based Bid Price." *Bid prices quoted by Bidders shall remain unaltered.*

34.6 Deleted

34.8 Any change in the status of Prequalification documents between the last date of submission but before award of contract by Employer shall be informed by the bidder in writing within 5 working days of such happening, failing which it will be considered that the bidder has wilfully concealed the information and the bidder shall be solely responsible for the implications that may arise in accordance with the conditions of the bid. In case the bidder fails to inform the Employer of such happening before award of Contract and the contract is awarded and if during the course of execution of Contract, Employer discovers any such occurrence, Employer reserves the right to terminate the Contract.

ITB 35 Comparison of Bids

- 35.1 The Employer shall compare the evaluated prices of all substantially responsive bids established in accordance with **ITB 34.3 & ITB 34.5** to determine the highest score for the bid.
- 35.2 The Bidder should submit his Financial Proposal without any conditions, qualifications, deviations etc. to the bidding documents.
- 35.3 After evaluation of the price analyses, taking into consideration the terms of payments, the Employer may require the Bidder to produce Additional Performance Security for a value sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. If the Bidder does not provide Additional Performance Security in accordance with the requirements of the Employer, its Bid may be rejected.

ITB 36 Qualification of Bidder

- 36.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the Highest evaluated and substantially responsive bid either continues to meet the qualifying criteria specified in **Section 3 Evaluation and Qualification Criteria**
- 36.2 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder.
- 36.3 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to **ITB 16.1**

ITB 37 Employer's Right to Accept, Reject any or all bids

37.1 The Employer reserves the right to accept or reject any Bids, and to annul the Bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders or any obligation to inform the affected Bidder or

Bidders of the grounds for the Employer's actions.

ITB 38 Negotiation of Bids

38.1 The Employer shall not resort to any negotiation on the Bids submitted by the responsive Bidders. The rates quoted by the Bidders are final and shall not be changed at any stage during evaluation.

F. AWARD OF CONTRACT

ITB 39 Award Criteria

39.1 Subject to ITB 35.1, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated bid price and whose offer is balanced in terms of ITB 34.6, provided such bidder has been determined to be eligible and qualified in accordance with provisions of ITB 3 and Section-3-Evaluation and Qualification Criteria.

ITB 40 Notification of Award

- 40.1 Prior to the expiration of the period of Bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter, hereinafter called the "Letter of Award/ Letter of Acceptance" shall be formal information to the selected bidder about acceptance of his bid. It shall specify the price that the Employer will pay the Contractor in consideration of execution and completion of works and to remedy any defects as prescribed by the Contract. Promptly after issuance of the "Letter of Award/ Letter of Acceptance", the Employer shall notify to the successful bidder, in writing, about the signing of the Contract. Both parties shall endeavour and ensure to sign the Agreement within 28 days of date of Letter of Award/ Letter of Acceptance.
- 40.2 In the event of award of Contract, the following will be the sequence of events in the order given below:
 - (a) Approval from Competent Authority of Employer
 - (b) Letter of Award/ Letter of Acceptance
 - (c) Notice to Proceed (If any)
 - (d) Signing of Contract

The Letter of Award/ Letter of Acceptance will be sent in duplicate to the successful bidder, who will return one copy to the Employer duly acknowledged and signed by authorized signatory, within one week (7 days) of receipt of the same by him. The letter of Award/ Letter of Acceptance will constitute part of Contract.

40.3 Until a formal Contract is prepared and executed, the Letter of Award/ Letter of Acceptance shall constitute as a binding Contract.

ITB 41 Signing of Contract

- 41.1 Promptly after the time the Employer notifies the successful Bidder that his Bid has been accepted, the successful Bidder shall submit the non-judicial stamp paper of appropriate amount (stamp duty) for Agreement within seven (07) days, as per Indian Stamp Act, applicable to Government of Odisha, following which the Employer will send the Agreements, for signing to the successful Bidder.
- 41.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Security in accordance with the provisions of ITB 41, within 28 (twenty-eight) days of issue of letter of acceptance.
- 41.3 Both the Parties shall endeavour and ensure to sign the Contract Agreement within 28 days of date of Letter of Award/ Letter of Acceptance.
- 41.4 The successful Bidder shall bear all the costs towards Stamp paper/Stamp Duties required for the preparation of Agreement and for value as per latest Government of Odisha's notification.
- 41.5 Solicitor's fee, if any, to be paid to the Law Officers of Government for scrutinizing or drawing up of agreements will be paid by the Employer

ITB 42 Performance Security

42.1 Within 28 days of the receipt of the Letter of Award/ Letter of Acceptance, the successful Bidder shall furnish the Performance Security pursuant; in accordance with the conditions of contract, subject to ITB 34.6 using for that purpose the Performance Security Forms included in Bidding forms.

The total Performance Security shall be split into two as given below:

- 01 Performance Security for Design Build Period; 30 days beyond Defect Liability Period
- 02 Performance Security for Operation & Maintenance (O&M) Period; End of O & M Period
- 42.2 Bank Guarantee shall be submitted in the format prescribed by the Employer in the bid document. Bank Guarantee shall be unconditional, and it shall be from any Nationalized Bank / Scheduled Bank to be submitted before executing agreement. The Bank Guarantee on instalment basis with lesser period validity shall not be accepted. Alternatively proof of fixed deposit for equivalent amount shall be accepted in lieu of bank guarantee.
- 42.3 The Performance Security shall cover additionally the following guarantees to the Employer;
 - The successful Bidder guarantees the successful and satisfactory completion of the

building, O&M and other related works under the contract, as per the specifications and documents

- 42.4 Deleted
- 42.5 The Performance Security is intended to secure the performance of the entire Contract. However, it is not construed as limiting the damages stipulated in the other clauses in the bidding documents

ITB 43 Deleted

ITB 44 Release of Performance Securities

- 44.1 Performance Security, Additional Performance Security, if any, shall be payable to the Employer without any condition whatsoever.
- 44.2 The Performance Securities submitted in the form of Bank Guarantee will be returned to the Contractor without any interest as stated below subject to compliance of other Conditions of Contract:
 - 01 Performance Security for Design Build Period completion of Defect Liability Period
 - O2 Performance Security for Operation & Maintenance (O&M) Period Completion of O & M Period

END.



REQUEST FOR PROPOSAL FOR DESIGN & BUILD TUNNEL AQUARIUM

ΑT

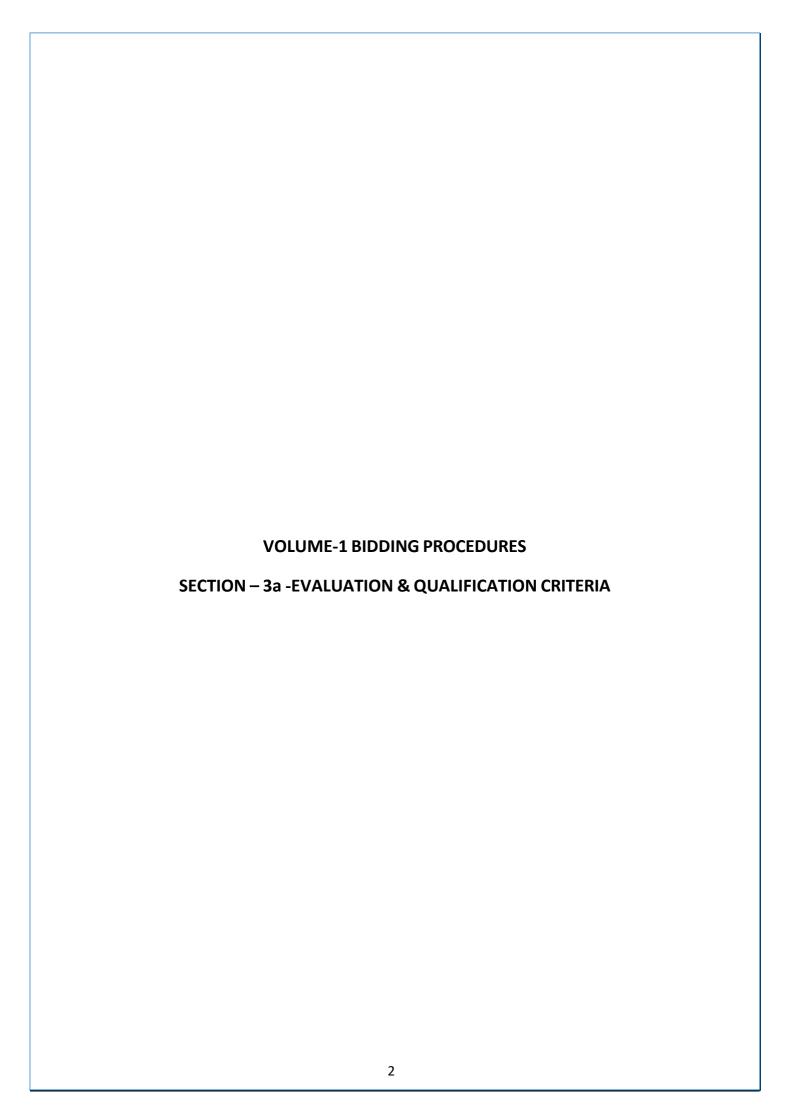
NANDANKANANA ZOOLOGICAL PARK BHUBANESHWAR, ODISHA



(PROJECT MANAGEMENT UNIT)

TENDER DOCUMENTS VOLUME - 1 -SECTION – 3A EVALUATION & QUALIFICATION CRITERIA

Nandankanan Biological Park Bhubaneshwar, 754005, Odisha, India **March 7, 2024**



1. EVALUATION

The documents required for submission and evaluation of the Qualification, Technical & Financial Proposal is detailed in this Section.

2. PRIMARY QUALIFICATION (ELIGIBILTY OF BIDDERS)

Α. Θ	SENERAL		
1	General		Bidders who submit their bids must have the technical
	Requirements	1.1	knowhow, experience, financial standing and proven expertise in the Design, Build, Operate and Maintain similar works which are provided in Volume - 3 –Terms of Reference. They should furnish satisfactory evidence of successful completion, financial stability, and satisfactory performance of similar works done by them as stipulated in the qualification requirement as on the last date of submitting tender subject to clauses in Instructions to Bidders.
		1.2	The criteria specified herein for qualification shall be met by the Bidder in addition to the requirements specified elsewhere in the bidding document. The Bidder is required to submit all details as below along with his bid subsequently a signed hardcopy of all these details shall be submitted to the tendering authority as detailed in the section "Instructions to the Bidders" after finalization of successful bidder for contract agreement purposes.
		1.3	The Employer / Tender Inviting authority reserves the right to reject any or all the Bids, without assigning any reason and the Employers' decision shall be final and binding to all concerned and no claims in this regard shall be entertained
2	Preparation	2.1	The enclosed Forms/Schedules should be filled in completely and all questions should be answered. If any particular query is not relevant, it should be stated as "not applicable"
		2.2	Any formats furnished in lieu of prescribed formats will not be accepted. The applicants may furnish any additional information like latest copies of brochures and technical documentation giving more information about the firm and all the members of the consortium / joint

			venture, which in his opinion will highlight his capacity to
			perform, along with this application
3	Language and Currency	3.1	Testimonials, audited financials etc. shall be in English and shall contain amounts in Indian Rupees only. Others shall not be considered.
		3.2	For details of contract submitted in support of past experience, the contract amount in original currency should also be stated along with Indian rupees exchange rates as applicable on 30 days prior to the last date of submission of tender and as determined by the Reserve Bank of India.
4	Information required	4.1	To be eligible for award of contract, Bidders shall provide evidence satisfactory to the Employer, notwithstanding any previously conducted qualification of potential Bidders, of their capability and adequacy of resources to carry out the subject Contract effectively. To this end following information shall be submitted by all Bidders and their individual Partners/Joint Venture Partners/Consortium Partners a) Copies of original documents defining the constitution, legal status, place of registration and principal place of business of the company or firm or partnership or, of each party to the Joint Venture or Consortium and details of the same in Schedule-2&3. b) Details on the financial standing of the Bidder/each party to Joint Ventures/Consortium/Others in the form as prescribed in Schedule-2&3 including profit and loss statements and balance sheets audited by Chartered accountant for the last five years ending in March 2023 their existing commitments, and a written authority from the Bidder (or authorized representative of a Joint Venture) to seek reference from the Bidder's Bankers. c) Details or the experience and past performance of the Bidder or each party to a Joint Venture of works of similar nature, and details of current work in hand and other contractual commitments as prescribed in Schedule-5 d) A draft program of works as described in this

	T	1	
			document, which shall form part of the contract if the tender is accepted in Schedule-11 . Any change in the program or schedule shall be subject to the approval of the Engineer-in-charge. e) Where the Bidder is a Joint Venture or Consortium of two or more firms a statement/ MoU signed by all parties to the joint venture of the proposed administrative arrangements to the management and execution of the Contract, the duties, responsibilities, and scope of works to be undertaken by each party, the authorized representative ofthe joint venture, with an undertaking that the several parties are jointly and severally liable to the Employer for the performance of Contract. In addition to above, the intending bidder has to submit copy of the following a) Permanent Income Tax Account Number and details of tax payment for the last five years. b) Particulars of Registration / clearance from the appropriate ESI, Provident Fund Authorities, if applicable c) Registration of the firm, as individual firm/partnership firm/Joint venture/consortium. The details of registration shall be submitted (Tenders from unregistered firm/not accompanying requisite details will be rejected)
			d) GST Registration, if GST is payable.
B. E	LIGIBILITY AND QU	ALIFICAT	TION OF BIDDER
5	Minimum Qualification	5.1	The Bidding Procedure is open to all bidders who meeting eligible criteria.
6	Primary qualification (eligibility of bidders)	6.1	A bidder or a group of entities in the form of a Consortium/Joint venture their respective personnel shall not be any person or entity under a declaration of in eligibility for having been found engaged in 'corrupt, fraudulent, collusive, coercive or undesirable' practices in accordance with ITB 3.
		6.2	The Bidder for qualification may be a single entity or a group of entities in the form of a Consortium/Joint venture (herein after called "CONSORTIUM/JV"),

			coming together to carry out the Works.		
		6.2	The eligibility criteria for the Technical and financial as		
		6.3	referred in Section -3.		
C.	JOINT VENTURE/ C	ONSORTI	UM		
			All the partners of the Bidding Firms/Joint		
7	Nationality	7.1	Ventures/Partnership Firms/Consortiums shall be of		
	, radionality	/	Indian Nationals or Indian registered companies or		
			otherwise as specifically mentioned.		
			However, no Bidder applying individually or as a member		
			of a CONSORTIUM/JV, as the case may be, in this bid, can		
		7.2	be member of another CONSORTIUM/JV Bidder of the		
			same bid. The term Bidder used herein would apply to		
			both single entity and CONSORTIUM/JV,		
		7.3	The number of members in a CONSORTIUM/JV shall		
			not exceed two (02) including Lead Member		
			Members of the CONSORTIUM/JV shall nominate one member as the Lead Member (the "Lead Member"). The		
	7.4		nomination(s) shall be supported by a Power of Attorney,		
		7.4	as per the format given in (Form-2) signed lead member		
			of the CONSORTIUM/JV		
			Share of the Lead Member and other Members in the		
			CONSORTIUM/JV shall be as follows:		
			a) Percent Share in CONSORTIUM/JV of the Lead		
			member is not less than 51%.		
			b) The 2 nd member in the JV shall have percentage share		
		7.5	not less than 30%.		
			c) Credentials of non-substantial member won't be		
			taken for eligibility criteria evaluation		
			Total of all members of CONSORTIUM/JV should be		
			100%		
			The CONSORTIUM/JV shall nominate a Representative		
			through a Power of Attorney (authorized by all		
		7.6	CONSORTIUM/JV members) who shall have the		
			authority to conduct all business for and on behalf of any		
			and all the members of the CONSORTIUM/JV during the		
		1	bidding process (FORM-2)		

		7.7	Members of the CONSORTIUM/JV shall enter into a Joint Tendering Agreement, substantially in the format given in (FORM-6): CONSORTIUM/JV-JTA (the "Joint Tendering Agreement"), for the purpose of making the Application and submitting a Tender in the event of being short-listed.
		7.8	The JV Agreement shall include among other things, the joint venture's objectives, the proposed management structures, the proposed distribution of responsibilities both financial as well astechnical for execution of the work, the contribution of each partner to joint venture operation, the commitment of partners to the joint and several liability for due performance, recourse/sanctions within the joint venture in the event of default or withdrawal of any partner and arrangements for providing the required indemnities.
		7.9	The Lead member shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the Joint Venture and entire execution of the contract including payment shall be carried out exclusively through the Lead member. A statement to this effect should be included in the Joint Venture Agreement
		7.10	Except as provided under this Tender Documents, there shall not be any amendment to the Joint Tendering Agreement without the prior written consent of the Employer
		7.11	 a) financial participation of each member in the CONSORTIUM/JV, which shall be within the limits stipulated in the Bidding document. b) Distribution of management responsibilities between themembers; and
8	Change in composition of	8.1	Where the Bidder is a CONSORTIUM/JV, change in the composition of a CONSORTIUM/JV may be permitted by

	.,	l	al e la la al pale.
	consortium / JV		the Employer during the Bid Stage, only where:
			a) The application for such change is made no later than
			15 (fifteen) days prior to the Bid Due Date.
			b) The Lead Member continues to be the Lead Member
			of the CONSORTIUM/JV; and
			c) No new member would be allowed in the
			CONSORTIUM/JV once the shortlisting process is
			complete.
			If the application for bidding is made by a firm in
			Partnership, it should be signed by all the Partners of the
			Firm, above their fullname and current address, or by a
	Signing of application		Partner holding valid Powerof Attorney for the firm by
		9.1	signing the application in which case a certified or
			notarized copy of the power of attorney shall
9			accompany the application. A certified or notarized copy
			of the Partnership Deed or Memorandum of
			Understanding between general and specialist
			contractors, current address of the Firm and the full
			name and current address of all the Partners of the firm
			shall also accompany the application.
			If the application for bidding is made by a Limited
			Company or a Limited Corporation, it shall be signed duly
			by authorized person holding the Power of Attorney for
			signing the application in which case a certified copy of
		9.2	the power of attorney shall accompany the Bid. Such Ltd.
			Company or Corporation will be required to furnish
			satisfactory evidence of its existences
			before the contract is awarded.

Experience:

The following requirements must be substantiated by the completion certificates issued by the competent authority of Govt not lesser than the level of Executive Director / Chief Engineer / Superintending Engineer / Executive engineer.

- 1. Bidder should have demonstrable experience in Design and Build of aquarium not lesser than 3,000 Sqm,
- 2. Shall have constructed not less than 25 M long underwater curved acrylic tunnel, and 40 nos of exhibits comprise of square, rectangular, curved acrylic tank exhibits,
- 3. Shall have installed an acrylic viewing window of single piece of size not lesser than 10M wide x 4 M depth

- 4. Shall have a minimum water volume of tunnel tank of 2 million litres of water,
- 5. Shall have dealt with at least 100 exotic species of aquatic animals in any one project
- 6. The bidder should have completed at least one Govt project involving aquarium construction in India in the last 5 years to the value not less than 65 Cr in single project or 40 Cr each in two projects or 30 Cr each in three projects.
- 7. Annual aggregate turnover of last 4 financial years, ending 31st march of the previous year, should be not less than Rs. 60 Crores and should be duly certified by the chartered accountant.
- 8. Entity should have at least one construction project related to aquarium (60 Cr) and O&M project (5 Cr) in progress at the time of submission of this bid.

Stage-I: Evaluation of Technical Bids:

- Total Marks at Stage 1: (60 Marks)
 - Maximum 60 Marks for previous experience in Eligible Aquarium Projects:
 - 1 Eligible Project 45 marks and if the Project is in India 5 additional marks (totaling to 50 marks)
 - Additional Eligible Project globally <u>5 marks</u> each (maximum of 2 projects totaling to 10 marks)

Bidders shall be scored based on the above criteria and only the **bidders scoring above 50** marks shall be ranked in descending order while those scoring below 30 are disqualified. Only the top 4 bidders ranked by such score shall be invited for Presentations.

Stage-II: Presentations by Shortlisted Bidders

• Total Marks at Stage 2: (40 Marks)

Presentation by the Shortlisted Bidders on the Proposal within 15 days from the Bid Due Date, the shortlisted Bidders will be invited for giving a presentation on their experience and their proposal.

Presentation would be scored by the Technical Committee constituted by the Authority. Scores would be provided based on the below:

Description	Max Score
Presentation of one Eligible Aquarium Project including detailed Walk-through	15
Unique Theme/Concept design proposed for Odisha, (Refer S03b -Odisha Zoo Scoring Matrix)	20
Overall past experience/ insights on Public Aquarium/ emerging technologies and user experiences (Refer S03b -Odisha Zoo Scoring Ma	05 crix)

The Bidders shall be bound by the Themes/Concepts and the Development Plan proposed by them during the Technical Presentation, subject to the approval of the Authority. The Bidders shall submit soft copies of the presentation to the Authority.

The overall score of the Bidders in Stage I and Stage II shall be considered as 'Technical Score'.

Stage-III: Evaluation of Price Bids:

- Price Bids of only Qualified Bidders as per the scoring above shall be opened.
- Bidder that quotes highest Quoted Fees will be provided 100 marks (H1)
- Other Bidders will be provided proportionate to their quotes compared with H1 ('Financial Score')

Stage-III: Final Selection Process

Combined Evaluation (Technical & Financial): Quality and Cost Based System (QCBS) evaluation criteria in the ratio of 70:30 (70% technical and 30% financial weightage) as detailed in RFP.

• The Bidder who achieves highest combined weighted average score will be adjudged as the Selected Bidder

END.

VOLUME-1 BIDDING PROCEDURES SECTION-3a QUALIFICATION CRITERIA

TENDER SCORING MATRIX-STAGE -II

	Concept Design Score						
SI	Category	Weighting	Doesn't Exist / Not Applicable	Below Average	Average	Excellent	Score
			0%	33.33%	66.66%	100%	
1	Overall Project Cost in accordance with Budget	2					
2	External Architecture Design including	2					
	landscaping and tree conservation						
3	Interior Fit Out and Concept	2					
4	Building Design Life	2					
5	Total Water Volume	2					
6	Bio Mass Supportability of Tanks	2					
7	Size of Main Tank	2					
8	Length Of Tunnel	2					
9	Size of Main Window	2					
10	Number of Individual Displays & Zones	2					
11	Quantity of Acrylic Works	2					
12	Power Usage	2					
	Total Marks	12					

	Company / JV Experience Score						
SI	Category	Weighting	Doesn't Exist / Not Applicable	Below Average	Average	Excellent	Score
			0%	33.33%	66.66%	100%	
1	Experience in Construction of similar projects worldwide	2					
2	Experience in Construction of similar projects In India	2					
3	Experience in Aquarium Operations in Worldwide	2					
4	Experience in Aquarium Operation in India	2					
	Total Marks	8				<u> </u>	1



REQUEST FOR PROPOSAL FOR DESIGN & BUILD TUNNEL AQUARIUM AT NANDANKANANA ZOOLOGICAL PARK BHUBANESHWAR, ODISHA



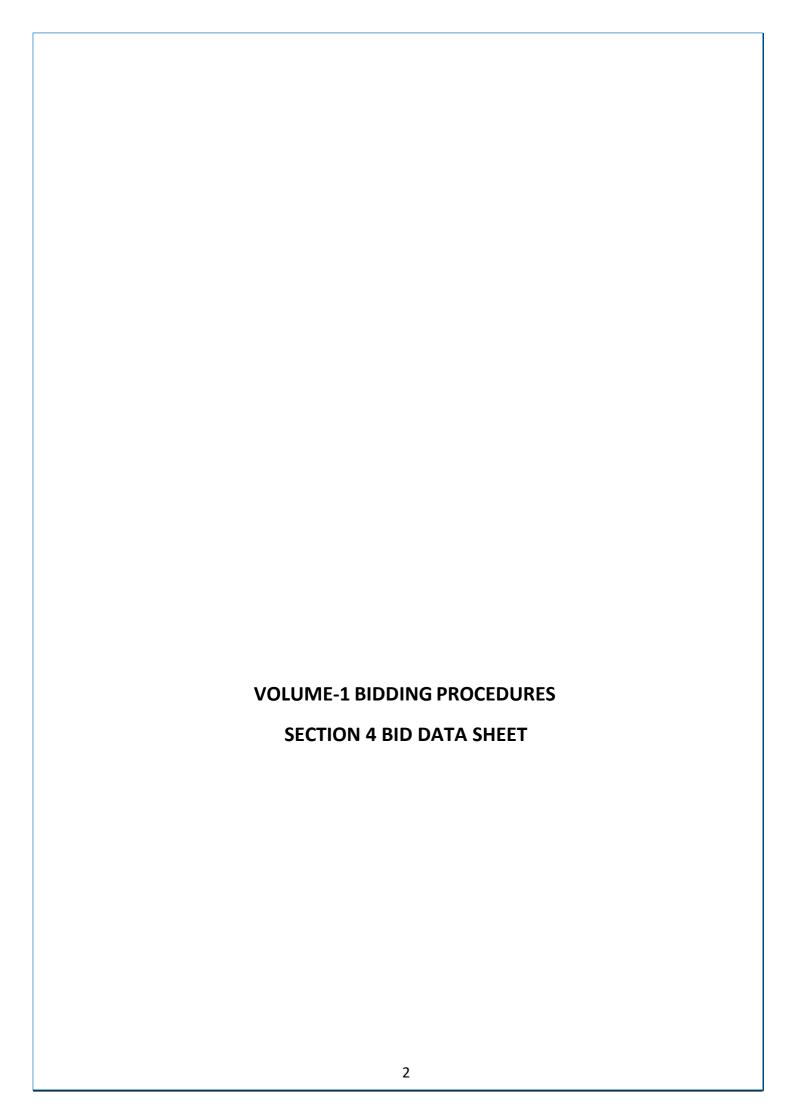
(PROJECT MANAGEMENT UNIT)

TENDER DOCUMENTS

VOLUME – 1-SECTION – 4

BID DATA SHEET (BDS)

Nandankanan Zoological Park Bhubaneshwar, 754005, Odisha, India **March 7, 2024**



A. GENERAL

This section consists of provisions that are specific to this work and supplement the information or requirements included in Section 2 (Instructions to Bidders).

IIIIOIIIIat	ion or requirement	3 IIICIUUEU	in section 2 (mstructions to bidders).
SI No	ITB Referen	ice	Data
1	Identification number of the bid	ITB 1.1	xxx-xxx
2	Name of the Work	ITB 1.3	Design & Build TUNNEL AQUARIUM
			 Design and Build fully Operational TUNNEL AQUARIUM Carryout Operation & Maintenance of the complete works of TUNNEL AQUARIUM:
3	Location of work	ITB 1.5	Location of the work: Nandankanan Zoological Park Bhubaneshwar, State of Odisha, India.
4	Probable Amount of Contract	ITB 1.2	Deleted
5	Employer Details Address	ITB 1.2 & ITB 2.1	The Deputy Director Nandankanan Zoological Park Bhubaneshwar, 754005, Odisha, India

B. CONT	B. CONTENTS OF BID DOCUMENT				
1	Employers email address	ITB 5.1	deputydirector.kanan@gmail.com pmu.nandankanan@gmail.com		
2	Clarification of bid documents, Queries	ITB 6.1	The 'query or request for clarification', if any, should reach the Employer, in writing, not later than 15/03/2024. Bidders can provide their query or request for clarification by mail or in paper copies. In addition, they are advised to provide an editable soft copy (MS Word) of the queries/request for clarifications raised by them.		

			Name of Bidder :
			Query No :
			Reference Clause No :
			Existing Provision in Bid :
			Query or Clarification sought:
			The Bidders are advised to use the above format
			for submitting their queries or request for
			clarification.
			NKZP may also on its own motion, if deemed
			necessary, issue interpretations and clarifications
			to all bidders. All clarifications and interpretations
			issued by NKZP shall be deemed to be part of the
			·
			bid documents
3	Prebid meeting,	ITB 6.1	Date: 20/03/2024 Time: 03: 30 PM
	Date, venue		
			The clarification and responses to pre-Bid queries
			will be issued by 22/03/2024
			Response of pre-bid Queries and Addenda to Bid
			documents, if any, will be submitted and the same
			shall also be part and parcel of the bid document.

C. PREF	PARATION OF BIDS		
1	Tender Submission fee	ITB 8.1 ITB 18.1	Rs: 10000 + GST (18 %) = Rs.11,800/- To be paid BY Demand Draft in favour of Deputy Director, Nandankanan Zoological Park, Bhubaneswar.
2	Bid Security	ITB 10.1 ITB	The Amount of Bid Security is 1% of the total BID value in the form of Bank Guarantee as per ITB 18.2
		18.3	The Bidder should ensure physical submission of the original bank guarantee along with the bid
3	Format of signing bid	ITB 19.7	The bidder should ensure POA is submitted along with Bid
D. SUBI	MISSION & OPENING	OF BIDS	
1	Date and time for bid submission	ITB 19.1 ITB 20.1	The date and time shall be as per Sl. No: 18 of NIT

2	Venue Date and	ITB	The date	and time shall be as per S	l. No: 21of NIT.			
	time for opening	24.1	If the bid	opening date falls on a ho	oliday, then the			
	of technical	ITB	bid will b	e opened on the next wor	king day.			
	proposal	24.2						
E. EVA	LUATION AND COMP	ARISON (OF BIDS					
1	Contact details	ITB	The Dep	uty Director				
	during bidding	25.2	Nandank	anan Zoological Park				
	process		Bhubane	shwar, 754005, Odisha, In	dia			
2	Subcontractors	ITB	The Cont	ractor shall engage a sub-	contractor only			
		33.1	for carry	ring out specialized work	in accordance			
			with the	e Part-1 Section-3, Cla	use 3.4.2 (a)			
			(Evaluati	on and Qualification criter	ia).			
F. AW	ARD OF CONTRACT							
1	Additional	ITB	Not App	licable				
	Performance	43.1						
	Guarantee							
2	Release of	ITB	The Performance Securities submitted in the form					
	Performance	44.2	of Bank	Guarantee will be ret	urned to the			
	Security		Contractor without any interest as stated below					
	,		subject t	o compliance of Condition	s of Contract:			
			SI. No.	Purpose	Return on			
			01	Performance Security	completion			
				for Design Build Period	of Defect			
					Liability			
					Period			
			02	Performance Security	Completion			
				for Operation &	of O & M			
				Maintenance (O&M)	Period			
				Period				
				1				

END.



REQUEST FOR PROPOSAL FOR DESIGN & BUILD TUNNEL AQUARIUM AT NANDANKANANA ZOOLOGICAL PARK BHUBANESHWAR, ODISHA



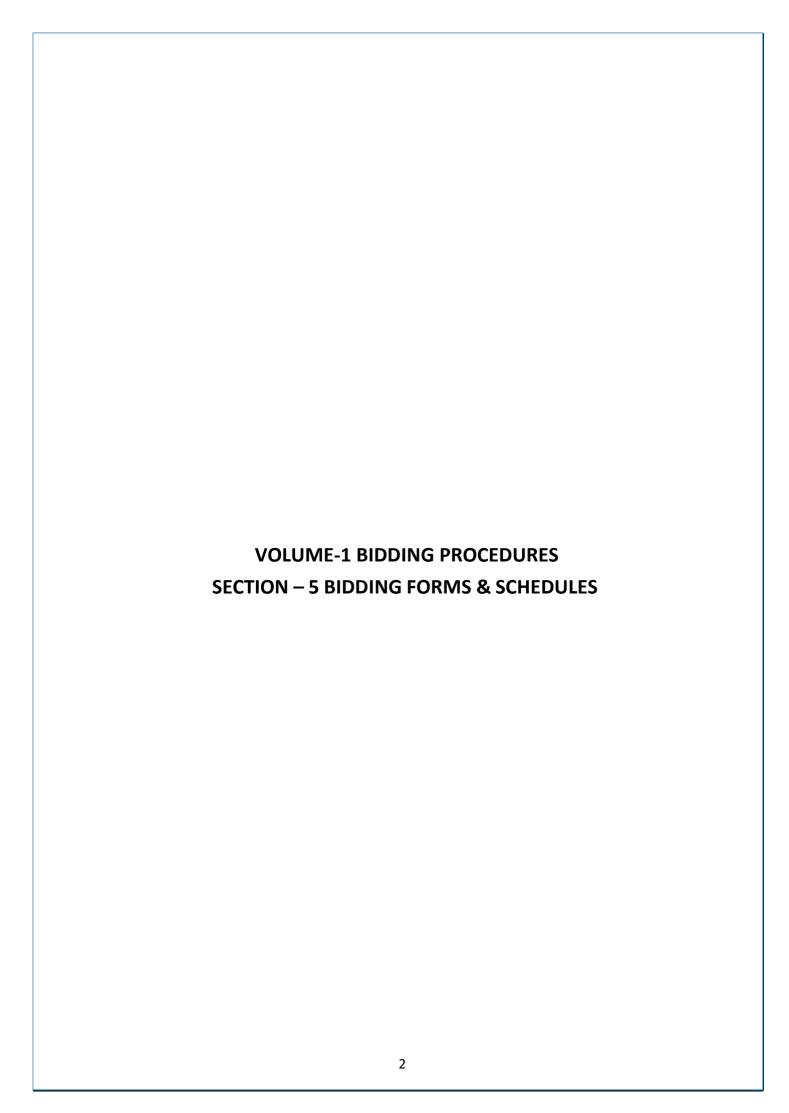
(PROJECT MANAGEMENT UNIT)

TENDER DOCUMENTS

VOLUME – 1-SECTION - 5

BIDDING FORMS & SCHEDULES

Nandankanan Zoological Park Bhubaneshwar, 754005, Odisha, India **March 7, 2024**



FORM NO.	FORM DETAIL
FORM 1	Format for power of attorney for signing of application and bid power of attorney
FORM 2	Power of attorney by the joint venture/consortium members
FORM 3	EMD Bank guarantee
FORM 3A	BANK GUARANTEE / FIXED DEPOSIT (for performance security)
FORM 4	Joint tendering agreement for consortium/joint venture
FORM 5	Checklist
SCHEDULE NO	SCHEDULES FOR BIDDER QUALIFICATION (BQ SCHEDULES)
SCHEDULE 1	Application for qualification
SCHEDULE 2	Particulars of the bidder
SCHEDULE 3	Particulars of joint venture members
SCHEDULE 4	Similar works experience
SCHEDULE 5	Average annual turnover
SCHEDULE NO	SCHEDULES FOR TECHNICAL PROPOSAL
SCHEDULE 6	Letter of tender
SCHEDULE 7	Method Statement
SCHEDULE 8	Organization and management
SCHEDULE 9	Proposed key personnel
SCHEDULE 10	Resume of proposed key personnel
SCHEDULE 11	Work program
SCHEDULE 12	Consent letter

SCHEDULE NO.	SCHEDULES FOR FINANCIAL PROPOSAL
SCHEDULE 13a	Payment Guarantee
SCHEDULE 13b	Schedule of Prices

FORM 1 FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION AND BID POWER OF ATTORNEY

(To be printed on Non-Judicial Stamp paper of appropriate value and duly notarized)

To know all men by these presents that, I,, holding the post of, and competent authority of, (the Bidder/Lead
Member of the Joint Venture/Consortium) do hereby constitute, appoint, authorize and nominate(Name & Designation) to do all such acts, deeds and things necessary to the application in connection or incidental with the RFQ/ RFP/Tender No:
, floated by Nandankanan Zoological Park for) including signing and submission of all the documents and providing necessary information/response to
Nandankanan Zoological Park and also to bid, negotiate and also to execute the contract, in case is the tender is awarded.
This Power of Attorney shall remain valid, binding and irrevocable until the completion of the tender or till the completion of the tenure of contract to be executed between (the Bidder/Joint Venture/Consortium) and Nandankanan Zoological Park, if tender is awarded in favour of (the Bidder / JV/Consortium), whichever is applicable. We hereby agree to ratify all the acts, deeds and things lawfully done by the Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by above mentioned Attorney shall always be deemed to have been done by us on behalf of (the Bidder/Joint Venture/Consortium).
IN WITNESS THEREOF, WE (the Bidder/ Lead Member of the Joint Venture/Consortium as previously mentioned) have executed these presents on thisday ofat For (Bidder/ Lead Member)
Competent Authority
Accepted
(Signature)
Name & Address of the Attorney
Specimen signature of the Attorney is attested
For (Bidder/ Lead Member)
Competent Authority

FORM 2

POWER OF ATTORNEY BY THE JOINT VENTURE/CONSORTIUM MEMBERS

(To be printed on Non-Judicial Stamp paper of appropriate value and duly notarized)
To know all men by these presents that we parties whose details are as follows.
1. M/s, a Company/LLP/Partnership/Proprietorship
incorporated under the provisions of the Companies Act, 1956/Limited Liability Partnership
Act, 2008/The Partnership Act, 1936, and having its registered office/principal place of
business at (hereinafter referred as "", which the term shall
unless otherwise repugnant to the context shall mean and include all its successors and
permitted assigns) and represented by its
2. M/s, a Company/LLP/Partnership/Proprietorship
incorporated under the provisions of the Companies Act, 1956/Limited Liability Partnership
Act, 2008/The Partnership Act, 1936, and having its registered office/principal place of
business at (hereinafter referred as "", which the term shall
unless otherwise repugnant to the context shall mean and include all its successors and
permitted assigns) and represented by its
Have entered into a Joint Venture/Consortium agreement for the purpose of request for
qualification/proposal/securing the work of vide tender No:
and with our principal place of business at
(hereinafter referred as "", which the term shall unless otherwise repugnant to the
context shall mean and include all its successors and permitted assigns)
We, the above said parties, through this power of attorney mutually agrees to hereby
constitute, nominate and appoint "",who is the lead member of the
JV/Consortium as our duly constituted Lawful Attorney (hereinafter referred as
"Attorney/Lead Member") to exercise all or any of the powers for and on behalf of the Joint
Venture Company/Consortium Members in regards to the Specification No:
the bids for which have been invited by the Nandankanan Zoological Park
(herein after referred to as "NKZP")
a) To submit proposal and participate in the above-mentioned bid specification of NKZP on
behalf the "Consortium/ Joint venture Members".

- b) To negotiate with the Purchaser the terms and conditions for award of the contract pursuant to the above-mentioned bid and to sign the Contract with NKZP for and on behalf of the "Consortium / Joint venture Members".
- c) To do any other act or submit any document related to the above.
- d) To receive, accept and execute the contract for and on behalf of the "Consortium / Joint venture Members".
- e) To authorize any person, employee or otherwise to represent the Lead Member and Consortium/JV for doing the aforesaid
- f) In the event of an order placed on the Joint Venture/Consortium the work shall be executed as per the terms and conditions of the Purchase Order issued and the Agreement executed between NKZP and the Joint Venture.

It is expressly understood that this Power of Attorney shall remain valid, binding, and irrevocable until the completion of the tender or till the completion of the tenure of contract to be executed between the Joint Venture/Consortium and Nandankanan Zoological Park-NKZP, if tender is awarded in favour of the JV/Consortium.

We hereby agree to ratify all the acts, deeds and things lawfully done by the Attorney/Lead Member and its authorized person/s pursuant to this Power of Attorney and that all acts, deeds, and things done by above mentioned Attorney/Lead Member shall always be deemed to have been done by us.

F					E.				
Common S	eal(s) of thei	comp	oanies.						
previously	mentioned h	ave ex	ecuted the	se presents or	n this	da	y of	_under	the
IN WITNE	SS THEREOF	, the	Members	constituting	the	Joint	Venture/Cons	sortium	as

For	For	
	_	
Authorized Signatory	Authorized Signatory	

FORM- 3 BID SECURITY / EMD BANK GUARANTEE

(To be printed on Non-judicial stamp paper of appropriate value)

This Dee	ed of Gua	rantee made	e this the	day of 2024 b	oy(Name of t	the Ba	nk), hav	ing its
register	ed office	at	, and o	ne of its bran	ches at	(Ad	dress	of the B	ranch)
(hereina	fter calle	ed the Guara	ntor) in favo	ur of Nandar	nkanan Z	oological	Park-N	NKZP,	
	(I	hereinafter o	called the be	neficiary).					
WHERE	AS M/s.			(Name and	d Address	s of the Er	ntity p	articipa	ting in
				address					
				"Tenderer") י					
			for			of	(supp	ly / Ere	ction /
	&			k/others-					
-				_ (Name of	f the	material	/ 6	equipm	ent /
				kanan Zoolog					
"Benefic	ciary") an	ıd							
WILEDE	1 C an EN	ID of Do	/ bac to ba	cubosittod by	, +b o Ton	darar for	nartia	inatina	in tha
			/- nas to be	submitted by	, the ren	derer for	partic	ipating	in the
aioresai	d Tender	anu							
WHERE	AS the te	nderer has i	requested th	e Guarantor	for issui	ng a Banl	k Guar	rantee f	or Rs.
		(Amount of	EMD) valid ti	II	(me	ntion her	e date	e of vali	dity of
this Gua	arantee v	which will b	e days	beyond ini	tial valid	ity of Ter	nder)	toward	s EMD
payable	to the Be	eneficiary, a	nd						
								- C	
			s agreed to	issue such B	ank Gua	rantee to	the I	Benefic	ary as
hereund	ler menti	oned:							
We,			(Na	me of the Ba	ank and	address c	of the	Branch	giving
				posit) ha					
				Bank's regist	_	_			
				ated					
				d, through ou					
without	requiring	g any previou	us notice and	without any	demur, ı	eservatio	n, rec	ourse, c	ontest
				other source					
the ben	eficiary h	naving to sub	ostantiate its	demand, to	the ben	eficiary a	sum i	not exc	eeding
	•	_	(amount	of		EMD)			Rupees
) (iı	n words)	on beha	alf of	-	=
Guarant	or agree	s that any	demand in v	writing made	by the	authorize	ed off	icials o	f the

Beneficiary shall be conclusive as regards the amount due and payable by the Guarantor under this Guarantee.
We,
This Bank Guarantee shall be valid and binding on this Bank up to and inclusive of
NOT WITHSTANDING anything contained hereinbefore, our liability under this Guarantee is restricted to Rs (amount of EMD) (Rupees (in words). Our Guarantee shall remain in force till (days after the date of validity of the Bid/tender as stipulated). Unless demands or claims under this Bank Guarantee are made to us in writing on or before ((date should be at least one year over and above the validity period of BG), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.
Place:
Signature of the Bank's Authorized Signatory with Official Seal
Date :

FORM 3A

BANK GUARANTEE

(For performance security)

(To be printed on non-judicial stamp paper of appropriate value)

This Deed of Guarantee made this the day of 2024 by (Name of the Bank), having its
registered office at(Address of the Branch)
(hereinafter called the Guarantor) in favour of Nandankanan Zoological Park-NKZP $$,
(hereinafter called the beneficiary).
WHEREAS M/s(Name of the Contractor) having their address/
registered Office at(Address of
the Contractor's registered Office) (hereinafter called the "Contractor") was awarded
contract for (supply / Erection / Supply & Erection / Work/others- specify the purpose) of (Name of the material / equipment /
work/others- specify) by Nandankanan Zoological Park-NKZP, the "Beneficiary" and
WHEREAS a performance guarantee of Rs/- has to be submitted by the Contractor,
before undertaking the contract and
WHEREAS the Contractor has requested the Guarantor for issuing a Bank Guarantee for Rs.
(Amount as stipulated) valid till (mention here date of
validity of this Guarantee which will be days beyond the contract period) towards
Performance guarantee amount payable to the Beneficiary, and
WHEREAS the Guarantor has agreed to issue such Bank Guarantee to the Beneficiary as
hereunder mentioned:
We,(Name of the Bank and address of the Branch giving
the Bank Guarantee) having our registered Office at (Address of
Bank's registered Office) hereby give this Bank Guarantee Nodated
and do hereby irrevocably undertake to pay immediately on demand,
through our designated Branch in Bhubaneshwar, without requiring any previous notice and
without any demur, reservation, recourse, contest or protest and without referring to any
other sources including the Contractor and without the beneficiary having to substantiate
its demand, to the beneficiary a sum not exceeding Rs(amount as stipulated)
(Rupees) (in words) on behalf of the
Contractor. Guarantor agrees that any demand in writing made by the authorized officials
of the Beneficiary shall be conclusive as regards the amount due and payable by the
Guarantor under this Guarantee.
We, (Name of the Bank) further
undertake to pay without demur the aforesaid amount in lump sum on demand or such part
there of as the beneficiary may demand from time to time irrespective of the fact whether
the said contractor admits or denies such claim or questions correctness in any court,
Tribunal or Arbitration proceedings or before any authority. The aforesaid guarantee will

remain in force and we shall be liable under the same irrespective of any concession or time
being granted by the beneficiary to the contractor and this guarantee will remain in full force
irrespective of any change of terms, conditions or stipulation or any variation in the terms
of the said contract.
We, (Name of the Bank) further agree with the
beneficiary that the beneficiary will have the fullest liberty without our consent and without
in any manner affecting our obligations hereunder to vary any of the terms and conditions
of the contract or to extend the time for performance of the contract by the contractor or
to postpone any of the powers exercisable by the beneficiary or to forbear or enforce any of
the terms and conditions of the contract and that we shall not be relieved from our liability
by reasons of any such variation or extension or forbearance or postponement or omission
or by any indulgence by the beneficiary to the contractor or by any such matter whatsoever
which under the law relating to sureties would, but for this provision, have resulted in
relieving us.
This Bank Guarantee shall be valid and binding on this Bank up to and inclusive of
(mention here the date of validity of Bank Guarantee, unless
extended on demand by the beneficiary. The Guarantee shall not be terminated or affected
by liquidation or winding up or insolvency or change in constitution of the Contractor or for
any other reason. This guarantee shall not be terminated by the guarantor under any
circumstances including change in the constitution of the Bank and our liability hereunder
shall not be impaired or discharged by any extension of time or variations or alterations
made, given, conceded in the contract with or without our knowledge or with or without
consent by or between the Contractor and the beneficiary.
consent by or serveen the contractor and the senemary.
NOT WITHSTANDING anything contained hereinbefore, our liability under this Guarantee is
restricted to Rs (amount as stipulated) (Rupees (in
words). Our Guarantee shall remain in force till (days after the date
of validity of the contract). Unless demands or claims under this are made to us in writing
on or before (date should be at least one year over and above the validity
period of BG), all rights of Beneficiary under this Bank Guarantee shall be forfeited, and we
shall be released and discharged from all liabilities there under.
Place:
Signature of the Bank's Authorized
Signature of the Bank's Authorized Signatory with Official Seal
Date:
Date.

FORM -4

JOINT TENDERING AGREEMENT FOR CONSORTIUM/JOINT VENTURE

[To be executed on Stamp paper of appropriate value]

THIS JOINT TENDERING AGREEMENT is entered into on this the day ofyear 2024					
BE	TWEEN				
1.	, a company having its registered office at (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)				
AN	ID .				
2.	, a company having its registered office at (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns).				
3.	The above-mentioned parties of the FIRST and SECOND are collectively referred to as the "Parties" and each is individually referred to as a "Party"				
Wŀ	HEREAS,				
A.	THE PROJECT (hereinafter referred to as the "Employer" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Tenders for the works (the "Works").				
В.	The Parties are interested in jointly Tendering for the Works as members of a CONSORTIUM/JV and in accordance with the terms and conditions of the Tender document in respect of the Works, and				
C.	It is a necessary condition under the Tender document that the members of the CONSORTIUM/JV shall enter into a Joint Tendering Agreement and furnish a copy thereof				

NOW IT IS HEREBY AGREED as follows:

with the Tender.

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ.

2. Consortium/Joint Venture

1.1 The Parties do hereby irrevocably constitute a consortium/joint venture (the "CONSORTIUM/JV") for the purposes of jointly participating in the Tendering Process for the Works.

1.2 The Parties hereby undertake to participate in the Tendering Process only through this CONSORTIUM/JV and not individually and/ or through any other consortium constituted for this Works, either directly or indirectly or through any of their associates.

3. Covenants

The Parties hereby undertake that in the event the CONSORTIUM/JV is declared the selected Bidder and awarded the Contract, the CONSORTIUM/JV members shall enter into a Agreement with the Employer through its lead partner, undertake to perform all its obligations in compliance with the Agreement for the Works.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member of the CONSORTIUM/JV and shall have the power of attorney from all Parties for conducting all business for and on behalf of the CONSORTIUM/JV during the Tendering Process and until the Agreement is entered into with the Employer; Party of the First Part shall be the......and
- b) Party of the Second Part shall be the.....

5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Works and in accordance with the terms of the Tendering Document and the Agreement.

6. Percentage Participation in the CONSORTIUM/JV

- a) The Parties agree that the proportion of percentage participation in works among the Parties in the CONSORTIUM/JV shall be as follows:
 - First Party (Lead Member): [should have at-least 51% percentage participation]
 Second Party: [should have at-least 30 % percentage participation]
- b) b) The Parties undertake that they shall collectively hold 100% (hundred percent) of the percentage participation of the CONSORTIUM/JV at all times until the Completion of Guarantee Period of the Works.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.
- b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a

copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the CONSORTIUM/JV Member is annexed to this Agreement, and will not, to the best of its knowledge:

- i. Require any consent or approval not already obtained.
- ii. Violate any applicable law presently in effect and having applicability to it.
- iii. Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof.
- iv. Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such party is a party or by which such party or any of its properties or assets are bound or that is otherwise applicable to such party; or
- v. Create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such party so as to prevent such party from fulfilling its obligations under this agreement.
- a) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- b) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its associates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.
- c) The JV Agreement shall include among other things, the joint venture's objectives, the proposed management structures, the proposed distribution of responsibilities both financial as well as technical for execution of the work, the contribution of each partner to joint venture operation, the commitment of partners to the joint and several liability for due performance, recourse/sanctions within the joint venture in the event of default or withdrawal of any partner and arrangements for providing the required indemnities.
- d) The most experienced partner will be the Lead Partner and nominated as the partner-in-charge.
- e) The partner-in-charge shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the Joint and entire execution of the contract including payment shall be carried out exclusively through the partner-in-charge. A statement to this effect should be included in the Joint Venture Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Completion of Guaranty Period of the Works is achieved under and in accordance with the Agreement in case the Contract is awarded to the CONSORTIUM/JV. However, in case the CONSORTIUM/JV does not get selected for award of the Contract, the Agreement will stand terminated or upon return of the Tender Security by the Employer to the Bidder, as the case may be.

9. Miscellaneous

- a) This Joint Tendering Agreement shall be governed by laws of India.
- b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Employer.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED			
For and on behalf of LEAD MEMBER	For and on behalf of SECOND PART			
(Signature)	(Signature)			
(Name)	(Name)			
(Designation)	(Designation)			
(Address)	(Address)			
In the presence of:				
1.	2.			

Notes:

- 1. The mode of the execution of the Joint Tendering Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- **2.** Each Joint Tendering Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member

FORM -5 - CHECKLIST

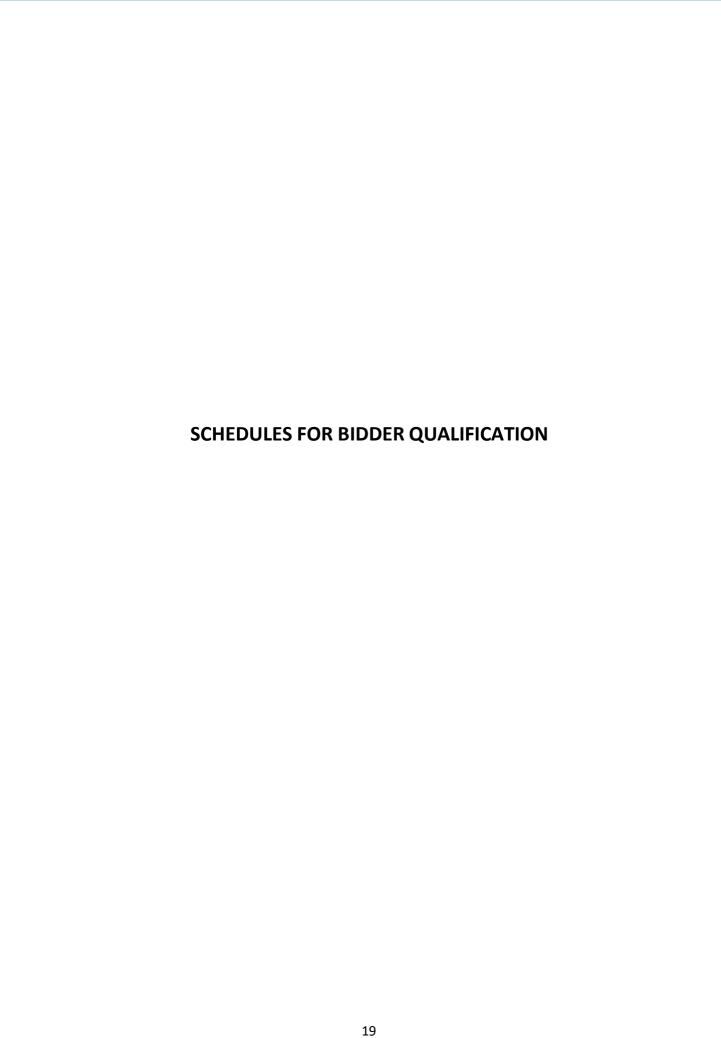
Subject: Request For Proposal for Design & Build TUNNEL AQUARIUM at Bhubaneshwar, Odisha under Nandankanan Zoological Park.

SI. No.	Documents	Ref.	Put √ or X as Applicable	Page No.	Remarks	
Hard	Copy Submission as per T	ender Procedure				
1.	Hard copy of original BG for EMD; Bid Security	ITB 20.3 read with BDS; Form-3 of Section V				
2	Hard copy of POA. POA Form	ITB 19.4 read with BDS; FORM-2 of Section V				
All do	All documents stated below shall only be submitted sequentially.					
3	Check list	Checklist (FORM-5 of Section V				
4	Letter of Tender	Schedule-6 of Section V				
5	Particulars of Bidder/Particulars of Joint venture member	Schedule-2 & Schedule -3 of Section V				
6	Extract of Charter documents and documents such as board or shareholder's resolution/power of attorney duly notarized/authorized	ITB 11.1 & ITB 19.2				

SI. No.	Documents	Ref.	Put √ or X as Applicable	Page No.	Remarks
	in favour of the person executing Power of Attorney for delegation of power on behalf of the bidder				
7	Joint Tendering Agreement for Consortium/Joint Venture	FORM -4 of Section-V			
8	Company Details / Brochure/Presentation etc.	Clause 5 of Section III			
9.	Copy of certificate of Incorporation and/ or registration documents with Memorandum of Association, Articles of Association / Partnership deed etc.	Clause 5 of Section III			
10.	GST registration number and proof shall be furnished.	Clause 5 of Section III			
11.	Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company /Firm shall	Clause 5 of Section III			

SI. No.	Documents	Ref.	Put √ or X as Applicable	Page No.	Remarks	
	be furnished along with the bid.					
Eligik	oility and Qualification Cri	teria				
12	JV Bidder Composition	Schedule 3 of Section- V				
13.	Conflict of Interest	Schedule 3 of Section- V				
14	Financial Capabilities	CA certificate for last 4 years financials Schedule 5				
15	Similar Works Experience	Schedule 4 of Section- V with all supporting documents which can demonstrate the requirement				
Tech	Technical Suitability					
16	Proposed Key Personnel	Schedule-9 of Section-V				
17	Resume of Proposed Key Personnel;	Schedule-10 of Section-V				
18	Method Statements	Schedule-7 of Section-V				
19	Organization and Management	Schedule-8 of Section-V				

SI. No.	Documents	Ref.	Put √ or X as Applicable	Page No.	Remarks
20	Work Programme	Schedule-11 of Section-V			
Financial Bid					
21	Financial Bid	Volume-4 Schedule of Prices 13a & 13b			



SCHEDULE -1 - APPLICATION FOR QUALIFICATION

To,

The Deputy Director NKZP, Bhubaneshwar Odisha, India.

Subject: Request For Proposal for Design & Build of TUNNEL AQUARIUM at Bhubaneshwar, Odisha, under Nandankanan Zoological Park.

Dear Sir,

- With reference to your Bid document dated....., we, having examined the Bid document and understood its contents, hereby submit our Application for Qualification for the aforesaid works. The Application is unconditional and unqualified.
- We acknowledge that the Employer will be relying on the information provided in the Application and the documents accompanying the Application for qualification of the Bidders for the aforesaid work, and we certify that all information provided in the Application and Forms/Schedules submitted with the Application is true and correct; nothing has been omitted or concealed which could render such information misleading, and all documents accompanying such Application are true copies of their respective originals.
- 3. This statement is made for the express purpose of qualifying as a Bidder for the aforesaid works.
- 4. We shall make available to the Employer any additional information it may find necessary or require to supplement or authenticate our Application.
- 5. We acknowledge the right of the Employer to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- 6. We understand that you may cancel the Bid process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Bidders for Bidding for the works, without incurring any liability to the Bidders, in accordance with Clause 37 of ITB.

For and on behalf of [Name of the Bidder] Name of the Consortium/JV as applicab			
[Signature]	[Seal of the Bidder]		
[Name of the person duly authorized to	o sign the Application on behalf of the Bidder]		
[Designation of the person signing the	Application]		
[Date DD/MMM/YYYY]			

SCHEDULE-2 - PARTICULARS OF THE BIDDER

Subject: Request For Proposal for Design & Build of TUNNEL AQUARIUM at Bhubaneshwar, Odisha, under Nandankanan Zoological Park.

- (a) Bidder's Name:
- (b) Bidder's country of registration:
- (c) Bidder's year of incorporation:
- (d) Bidder's Legal Address in registration:
- (e) Address for Correspondence:
- 1. Particulars of the Authorized Representative of the Bidder:
- a) Name:
- b) Designation:
- c) Company:
- d) Address:
- e) Telephone & fax Number:
- f) E-Mail Address:

Attached are copies of original documents of:

- a. Articles of Incorporation/Registration in conformity with the provisions of the laws where the Bidder is incorporated/registered (or equivalent documents of constitution of the Bidder)
- b. (a) Memorandum of Association and (b) Article of Association, or equivalent documents. In case of a partnership firm a copy of the partnership deed shall be submitted.
- c. In case of government-owned entity documents establishing:
 - i. Legal and financial autonomy
 - ii. Operation under commercial law
- d. Organizational chart and List of Board of Directors

SCHEDULE-3 - PARTICULARS OF JOINT VENTURE MEMBERS

Subject: Request For Proposal for Design & Build of TUNNEL AQUARIUM at Bhubaneshwar, Odisha, under Nandankanan Zoological Park.

- (a) Bidder's Name:
- (b) CONSORTIUM/JV Member's Name:
- (c) CONSORTIUM/JV Member's Country of Registration:
- (d) CONSORTIUM/JV Member's Year of Incorporation:
- (e) Address for Correspondence:
- 1. Particulars of the Authorised Representative of the Bidder:
- (a) Name:
- (b) Designation:
- (c) Company:
- (d) Address:
- (e) Telephone & fax Number:
- (f) E-Mail Address:

Attached are copies of original documents of:

- Articles of Incorporation/Registration in conformity with the provisions of the laws where the CONSORTIUM/JV Member is incorporated/registered (or equivalent documents of constitution of the CONSORTIUM/JV Member)
- b) (a) Memorandum of Association and (b) Article of Association, or equivalent documents. In case of a partnership firm a copy of the partnership deed shall be submitted.
- c) In case of government-owned entity documents establishing:
 - i. Legal and financial autonomy
 - ii. Operation under commercial law
- d) Organizational chart and List of Board of Directors.

SCHEDULE-4 - SIMILAR WORKS EXPERIENCE

(Eligibility and Qualification Criteria No. 14.1 of Section-3)

Subject: Request For Proposal for Design & Build of TUNNEL AQUARIUM at Bhubaneshwar, Odisha, under Nandankanan Zoological Park

[The following table shall be filled in for contracts performed by the Bidder]

Bidder's Name: [insert full name]

CONSORTIUM/JV Member's name, [insert full name]

Similar work No. [insert number] of [insert number of similar works required]	Information		
Description of the similarity in accordance with similar work as defined in Section 3, Eligibility and Qualification			
Contract Identification	[insert contra	ct name (and number, if applicable]
Award date	[insert day, month, year]		
Completion date	[insert day, month, year]		
Role in Contract [check the appropriate box]	Prime Contractor	N	Member in Joint Venture of Contractor
Total Contract Amount	[insert total cont amount in local co		INR
Total Contract Amount after accounting for escalation as per provision given below *	[insert total contract amount in local currency after escalation]		INR after escalation*
If member in a joint venture or sub-contractor, specify participation in total contract amount	[insert a percentage amount]		
Employer's Name:	[insert full name]		

Similar work No. [insert number] of [insert number of similar works required]	Information
Address: Telephone/fax number E-mail:	[indicate street / number / town or city / country] [insert telephone/fax numbers, including country and city area codes] [insert e-mail address, if available]

^(*) For completed works, escalation @ 7% per annum (applied from the date of completion of the works during last Five (5) years ending last day of month previous to the one in which applications are invited shall be considered for equating the works of the previous years to the current year for Indian Rupees (INR). Certificate of performance issued by not less than the rank of Executive Engineer / Responsible person of the organization shall be attached.

SCHEDULE-5 AVERAGE ANNUAL TURNOVER

Subject: Request For Proposal for Design & Build of Aquarium at Bubaneshwar, Odisha, under Aquatics Project

[The following table shall be filled in by the Bidder]

Bidder's Name: [insert full name]:

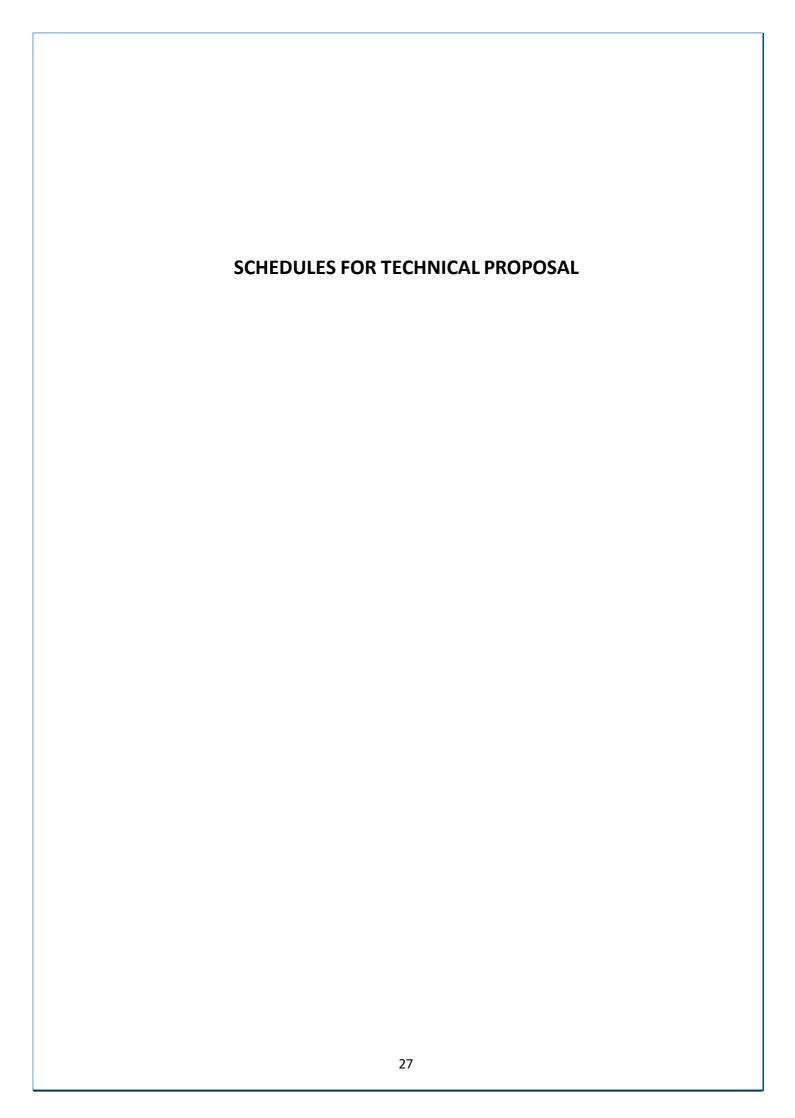
CONSORTIUM/JV member's Name [insert full name]:

Year (Financial year to be indicated by Bidder)	Amount	Annual Turnover (INR Crores)
[indicate financial year]	[insert amount and indicate currency]	
Average Annual Turnover		

* Annual Turnover should be substantiated through (i) Audited Balance Sheets of the Last five years financial years, provided the figures are stated in the Balance Sheet(s) or (ii) Specific certificate(s) issued by its Statutory Auditors.

Note:

- (i) In case the Bidder or a member or of the member of consortium/JV do not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant
- (ii) Please do not attach any printed Annual Financial Statement



SCHEDULE-6 - LETTER OF TENDER

(Re	efer ITB-12.1)	
[0	n Bidder's Lett	er Head]
Na	e Deputy Dire ndankanan Zo	ctor pological Park (NKZP) Odisha (India)
Su	•	t For Proposal for Design & Build of TUNNEL AQUARIUM at Bhubaneshwar, under Nandankanan Zoological Park.
ha Ad sul	ving inspecte denda and/o omit our Let	we, do your Bid Documents bearing Nowe, do the Site and having examined the Bid Documents and the following or Corrigenda to the Bid Documents and understood its contents, hereby the ter of Bid (Qualifying/Technical Proposal) for the aforesaid Works in Bid Documents
1.	Letter of Bi information has been or	edge that the Employer will be relying on the information provided in the d and the documents accompanying such Bid, and we certify that all provided in the Letter of Bid and through Forms is true and correct; nothing mitted or concealed which renders such information misleading and all accompanying such Letter of Bid are true copies of their respective originals.
2.		ake available to the Employer any additional information it may find require to supplement or authenticate the Technical Proposal.
3.	or otherwise	edge the right of the Employer to reject our Bid without assigning any reason and hereby waive, to the fullest extent permitted by applicable law, our enge the same on any account whatsoever.
4.	We, the und	ersigned, declare that:
	(a)	we have examined and have no reservations to the Bid Documents, including following Addenda and / or Corrigenda issued by the Employer.
		(i) (ii)
		[insert above the number and issuing date of each Addendum and/or Corrigendum]
	(b)	if our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bid Documents.

- 5. We understand that you reserve the right to accept or reject any Bid, and to annul the Bidding process and reject all Bid at any time prior to Contract award, without thereby incurring any liability to Bidder, in accordance with ITB 39.
- 6. We acknowledge that the Forms/Schedules to the Letter of Bid (Technical Proposal) are integral part of the Bid.
- 7. We hereby confirm that the Bid complies with:
 - (a) The Bid validity in accordance to ITB 17
 - (b) The Bid security in accordance to ITB 18
 - (c) We agree and undertake to abide by all the terms and conditions of the Bid Documents.

or and on behalf of [Name of the Bidder]
[Signature]
[Name of the person duly authorized to sign the Bid on behalf of the Bidder
[Title of the person signing the Bid
[Date DD/MMM/YYYY

SCHEDULE-7 METHOD STATEMENT AND PLANT AND EQUIPMENT PROPOSED FOR THE WORK

Subject: Request For Proposal for Design & Build of Aquarium at Bhubaneswar, Odisha, under Aquatics Project

WORK METHODOLOGY

The bidder shall submit work methodology he intends to adopt to complete the scope of the works under this RFP considering required plant and equipment, other resources as per the Bid requirement.

The Bidder shall furnish a Technical Proposal including method statements for the Design—Build Period, Operation and Maintenance Plan, work methods, Contractor's Equipment, Contractor's Personnel, Schedules, commensurate with the proposed scope of works, and any other information as stipulated in Section – 5- Bidding Forms & Schedules, in sufficient detail to demonstrate the adequacy of the Bidders' Technical Proposal to meet the Contract requirements, including the Time for Completion of Design—Build.

SCHEDULE-8 - ORGANISATION AND MANAGEMENT

Subject: Request For Proposal for Design & Build of TUNNEL AQUARIUM at Bhubaneshwar, Odisha, under Nandankanan Zoological Park

Provide company's organizational structure identifying each and every responsibility, assigned task and main contact person and his/her authorized representative.

SCHEDULE-9 - PROPOSED KEY PERSONNEL

Subject: Request For Proposal for Design & Build of TUNNEL AQUARIUM at Bhubaneshwar, Odisha, under Nandankanan Zoological Park

[The following table shall be filled in by the Bidder]

[The Bidder shall provide the names of suitably qualified personnel to meet the specified requirements stated in Section -III: Evaluation and Qualification Criteria]

SI.	Key	Proposed Personnel by the Bidder				
No.	•	Name	Total Experience	In Similar works	Qualification	Remarks

Notes:

- 1. The CVs of the Key Personnel duly signed by the Key Personnel should be enclosed in SCHEDULE 10
- 2. The Bidders are advised NOT to submit more than one CV against each of the above-mentioned key positions. In case more than one CV is submitted for any key position, such additional CV(s) shall not be considered for evaluation purposes and only the first CV in the Technical Proposal would be considered for evaluation.

SCHEDULE-10 - RESUME OF PROPOSED KEY PERSONNEL				
Subject: Request For Proposal for Design & Build of TUNNEL AQUARIUM at Bhubaneswar, Odisha, under Nandankanan Zoological Park-reg.				
[The Bidder shall provide the data on the experience of the personnel]				
(Signature of Bidder with Seal)				

SCHEDULE-11 WORK PROGRAMME

(Refer Clause 19.3 of Section-III)

Subject: Request For Proposal for Design & Build of TUNNEL AQUARIUM at Bhubaneswar, Odisha, under Nandankanan Zoological Park-reg.

Work Execution Plan

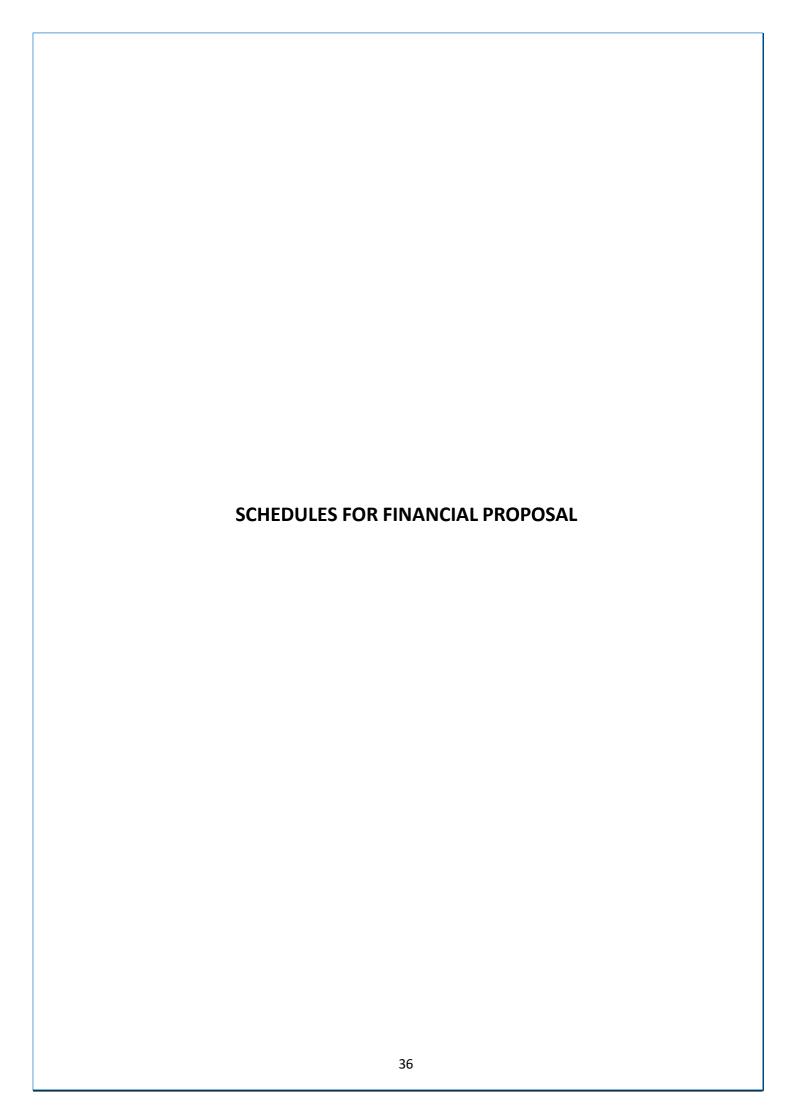
The bidder shall submit the detailed work program that contain with major activities, durations considered based on the ground conditions, works that can be taken up parallel, clearly indicating the milestone completion periods of various components. The work program must consist of the major milestones to be completed.

SCHEDULE-12 - LIST OF SUBCONTRACTORS & CONSULTANTS

(As per ITB 12.2.(h))

The following Subcontractors and/or Suppliers and/or Consultants are proposed for carrying out the item of the Works.

Major Items of Plant, Materials and Services	Proposed Subcontractors or Suppliers or Consultants	Approximate Value of Work (Inclusive of Taxes all complete)



SCHEDULE 13a- PRICE SCHEDULE

(To be filled in Financial Bid Form)

1: Design and build fully Operational TUNNEL AQUARIUM

BoQ No.	Item Description	Unit	Quoted Price in INR
1.1	Design and build fully Operational TUNNEL AQUARIUM:	LS	
	Sub Total	Rs.	
	Add GST	Rs.	
	Total	Rs.	

SCHEDULE 13b- PRICE SCHEDULE

(To be filled in Financial Bid Form)

2: Carryout operation & maintenance of the complete works of TUNNEL AQUARIUM Project:

BoQ No.	Item Description	Unit	Quoted Price in INR
2.1	Operation and Maintenance of the entire TUNNEL AQUARIUM for a period of 5 years including periodical maintenance as per the Volume 3- Terms of Reference - the scope of the work, technical specifications, approved O&M plan and as per the direction of Engineer in charge.		
2.1.1	First Year (Month 1 to Month 12)	LS	
2.1.2	Second Year (Month 13 to Month 24)	LS	
2.1.3	Third Year (Month 25 to Month 36)	LS	
2.1.4	Fourth Year (Month 37 to Month 48)	LS	
2.1.5	Fifth Year (Month 49 to Month 60)	LS	
	Sub Total	Rs.	
	Add GST	Rs.	
	Total	Rs.	

SCHEDULE 13c- PRICE SCHEDULE – GRAND SUMMARY

SI. No.	Item Description	Unit	Quoted Price in INR
1	BoQ No.1:	LS	
	Design and build fully Operational TUNNEL AQUARIUM: and		
2	BoQ No.2:	LS	
	Carryout operation & maintenance of the complete works of TUNNEL AQUARIUM Project:		
	Sub Total (Price)		
	GST (@ %)		
	GRAND TOTAL (including GST)	LS	

END



REQUEST FOR PROPOSAL FOR DESIGN & BUILD TUNNEL AQUARIUM

AT

NANDANKANANA ZOOLOGICAL PARK BHUBANESHWAR, ODISHA



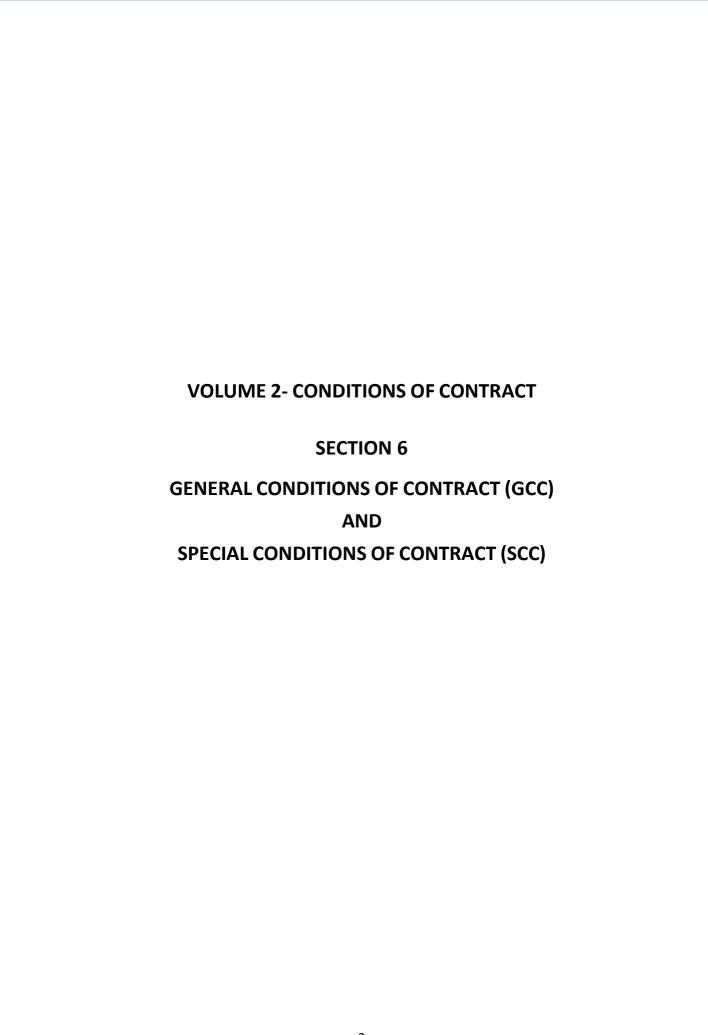
PROJECT MANAGEMENT UNIT

TENDER DOCUMENTS

VOLUME - 2 - SECTION - 6

GENRAL CONDITIONS OF CONTRACT (GCC)
&
SPECIAL CONDITIONS OF CONTRACT (SCC)

Nandankanan Biological Park Bhubaneshwar, 754005, Odisha, India **March 7, 2024**



1. Definitions:

1.1 In the contract (as defined below) the words and expressions defined below shall have the meanings assigned to them, except where the context requires otherwise. Words indicating persons or parties include corporations and other legal entities except where the context requires otherwise.

1.1.1 Documents

- 1.1.1.1 "Appendix to Form of Tender" means the completed pages in title Appendix, which are appended to and form part of the Tender.
- 1.1.1.2 "Bill of Quantity" means BOQ. Bidder need to quote lumpsum amount., Payment schedule is mentioned in schedule of payment in "Payment Schedule"
- 1.1.1.3 "Construction and/or Manufacture Documents" means all drawings, calculations, computer software (programs), samples, patterns, models, operation and maintenance manuals, and other manuals and information of a similar nature, to be submitted by the Contractor.
- 1.1.1.4 "Contract" means the Agreement, the Letter of Award, the letter of tender, General Conditions of Contract, the Employer's Requirements, the Tender, the Notice Inviting Tender, Instructions to Tenderers, the Contractor's Proposal, the Schedules, and such further documents which are listed in the Letter of Award or Agreement (if completed).
- 1.1.1.5 "Agreement" means the agreement referred to in Sub-Clause 1.4. It shall also include all subsequent modifications/ amendments to the Contract as a result of the communications or negotiation proceedings between the parties.
- 1.1.1.6 "Contractor's Proposal" means the proposal submitted by the Contractor with the Tender, as modified and accepted by the Employer and included in the Contract. Such documents may include the Contractor's preliminary design.
- 1.1.1.7 "Contractor's Document" means the calculations, computer program and other software, drawings, manuals and other documents of a technical nature (if any) supplied by the Contractor under the Contract.
- 1.1.1.8 "Design Data" means all specifications, plans, drawings, details, graphs, sketches, models, levels, setting-out dimensions, calculations duly checked by the Contractor and other documents relating to the design of the Works prepared or to be prepared by or on behalf of the Contractor.
- 1.1.1.9 "Drawings" means the Employer's Drawings and the Drawings submitted by the Contractor and any modification of such drawings as any, from time to time, be furnished or for which the Engineer has not issued a Notice of Objection.

- 1.1.1.10 "Employer's Requirements" means the description of the scope, standard, design criteria, specifications, drawings, program of work, as included in the Contract, and any alterations and modifications thereto in accordance with the Contract.
- 1.1.1.11 "Interim Payment Schedule" means the schedule included for each Cost Centre in the Pricing Document and accepted by the Employer to be used for interim payments in relation to achievement of milestones under that Cost Centre, as the same may be revised from time to time in accordance with Clause 11.
- 1.1.1.12 "Letter of Award" means the formal acceptance by the Employer, of the bid submitted by the successful bidder against this tender.
- 1.1.1.13 "Notice to Proceed" means the notice issued by the Employer to the Contractor communicating the date on which the Works are to be commenced.
- 1.1.1.14 "Letter of Tender" means the document entitled letter of tender, which was completed by the Contractor and includes the signed offer to the Employer for the Works.
- 1.1.1.15 "Safety, Health and Environmental (SHE) Manual" means the Employer's manual containing the requirements and conditions to be met during the execution of the Works by the Contractor.
- 1.1.1.16 "Schedules" means the information and data submitted with the Tender, as included in the Contract.
- 1.1.1.17 "Tender" means the Contractor's priced offer to the Employer for the designing where ever applicable, execution, manufacture, and completion of the whole of Works, testing and commissioning (including Integrated Testing and Commissioning where ever applicable) and remedying of any defects therein, as accepted by the Letter of Award.
- 1.1.1.18 "Schedule of Milestones" means the schedule included in each Cost Centre in the Pricing Document, describing the Milestones and stipulating dates by which the Milestones are to be achieved under that Cost Centre in order to maintain interim payments by the Employer to the Contractor in accordance with the Interim Payment Schedule for that Cost Centre, as the same may be revised from time to time in accordance with the Contract.
- 1.1.1.19 "Schedule of Payment" means payment in various stages on part of the works.
- 1.1.1.20 "Special Conditions of Contract" means any special conditions of contract issued by the Employer prior to submission of the Tender or negotiated and agreed in writing by the Employer and the Contractor prior to and conditional upon acceptance of the Tender.
- 1.1.1.21 "Works Program" means the program showing the sequence, method and timing of investigations, design, execution, manufacture, delivery to site, erection, installation, testing & commissioning of the Works

- **1.1.2**; 1.1.2.1 "Party" means the Employer or the Contractor as the context requires
- 1.1.2.2 "Tenderer Contractor" or Bidder" means the person submitting a bid/Tender.
- 1.1.2.3 "Contractor" means the person whose Tender has been accepted by the Employer and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.
- 1.1.2.4 "Contractor's Representative" shall mean a person named by the Contractor in the Contract or appointed from time to time by the Contractor under Sub-clause 4.3 to act on behalf of Contractor.
- 1.1.2.5 "Designated Contractors" means any of the following whose activities or the works they are engaged to carry out, affect or are affected by the Works, in any way or at any time:
- 1.1.2.6 "Other Contractor" means a person employed by or having Contract directly or indirectly with the Employer otherwise than through the Contractor.
- 1.1.2.7 "Designer" means the Contractor, or part of the group forming the contractor, person, firm or company or group of companies, or any replacement, carrying out the Design of Works or part thereof.
- 1.1.2.8 "Employer" means Nandankanan Zoological Park (NKZP), its legal successors and assignees, for the purpose of this tender.
- 1.1.2.9 "Engineer" means any person nominated or appointed from time to time by the Employer to act as the Engineer for the purposes of the Contract and notified as such in writing to the Contractor.
- 1.1.2.10 "Engineer's Representative" means any Assistant of the Engineer appointed from time to time by the Engineer under Sub-clause 3.3
- 1.1.2.11 "Sub-contractor" means any person named in the Contract as a sub-contractor, manufacturer or supplier for a part of the Works or any person to whom a part of the Works has been sub-contracted by the contractor.

1.1.3 Dates, Times and Periods

- 1.1.3.1 "Commencement Date" means the date on which the Contractor shall commence the Works on the written instructions of the Employer contained in the Notice to Proceed.
- 1.1.3.2 "Contract Period" means the period from the Commencement Date to the end of Defects Liability Period including Testing and Commissioning and as certified by the Engineer under Clause 7.11 (or as extended under Sub-Clause 10.3).
- 1.1.3.3 "Day" means a calendar day, "Week" means 7 calendar days, "Month" means a calendar month and "Year" means 365 days.

- 1.1.3.4 "Effective Date "means the date on which the Contract comes into force and effect.
- 1.1.3.5 "Gazetted Holiday" means every holiday which is observed by NKZP as a gazetted holiday as well as a weekly holiday.
- 1.1.3.6 "General Holiday" means Sunday.
- 1.1.3.7 "Key Date" means a date identified as such in the Contract.
- 1.1.3.8 "Milestone" means the completion of a part of the Works or the occurrence of an event identified as such in the Schedule of Milestones.
- 1.1.3.9 "Milestone Date" means the date prescribed in the Schedule of Milestone by which a Milestone is to be achieved if Interim Payments for the Cost Centre in which the Milestone is included are not to be suspended.
- 1.1.3.10 "Stage" means level of progress of the works identified as such and more particularly described in the Employer's Requirements for which a Key Date for the achievement thereof is stipulated in the Contract.
- 1.1.3.11 "Time for Completion" means the time for completing the Works or a section or a part thereof (as the case may be), and passing the Tests on Completion, as stated in the contract, calculated from the Commencement Date.

1.1.4 Tests and Completion

- 1.1.4.1 "Factory Tests" means the tests required to be carried out in the factory premises on components, equipment, subsystem, system, etc. during and/or after manufacture in the factory.
- 1.1.4.2 "Testing" in the contracts where applicable means the program of tests performed by the Contractor at the direction of the Engineer following satisfactory completion of Contractor's tests on his equipment, sub-systems or system to verify and confirm the compatibility and compliant performance of his equipment/ sub-system/ system with the equipment/ sub-system/ system provided by others.
- 1.1.4.3 "Milestone Certificate" means the certificate to be issued by the Engineer in relation to the achievement or otherwise of Milestones.
- 1.1.4.4 "Performance Certificate" means the certificate issued by the Engineer under Sub-Clause 10.9.
- 1.1.4.5 "Taking over Certificate" means a certificate issued under Clause 9.1.
- 1.1.4.6 "Tests on Completion" means the tests specified in the Contract and designated as such, including Integrated Testing where applicable and any other such tests as may be

agreed by the Engineer and the Contractor, or instructed as a Variation, which are to be carried out before the Works, or any Section are taken over by the Employer.

1.1.5 Money and Payments

- 1.1.5.1 "Contract Price" means the sum stated in the Letter of Award as payable to the Contractor, subject to such additions thereto or deductions therefrom as may be made under the provisions of the Contract.
- 1.1.5.2 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site,
- 1.1.5.3 "Cost Centre Amount" means the amount apportioned to a Cost Centre as set out in the Pricing Document, as the same may be revised from time to time in accordance with the Contract.
- 1.1.5.4 "Final Payment Certificate" means the payment certificate issued by the Engineer under Sub-Clause 11.10.
- 1.1.5.5 "Final Statement" means the agreed statement defined in Sub-Clause 11.10.
- 1.1.5.6 "Foreign Currency" means a freely convertible international trading currency in which part of the Contract Price is payable, but not the Local Currency.
- 1.1.5.7 "Interim Payment Certificate" means any payment certificate issued by the Engineer under Sub-Clause 11.5, other than the Final Payment Certificate.
- 1.1.5.8 "Local Currency" means Indian Rupees

1.1.6 Other Definitions

- 1.1.6.1 "Approval or Approved" means Approval in writing including subsequent written confirmation of previous verbal approval.
- 1.1.6.2 "Contractor's Equipment" means all machinery, apparatus, appliances, other things of whatsoever nature required for purpose of the Contract, including without limitation, Contractor's Plant and Equipment, or Materials to or from the Site, but does not include Plant, or Materials intended to form or forming part of the Permanent Works.
- 1.1.6.3 "Cost Centre" means a group of activities and/ or items of work identified as such in the Pricing Document.
- 1.1.6.4 "Materials" means things of all kinds (other than Plant) to be provided and incorporated in the Permanent Works by the Contractor, including the supply-only items (if any), which are to be supplied by the Contractor as specified in the Contract.

- 1.1.6.5 "Plant" means the machinery, equipment, and apparatus and the likes, intended to form or forming part of the Permanent Works, including the supply-only items (if any), which are to be supplied by the Contractor as specified in the Contract.
- 1.1.6.6 "Section" means a part of the Works specifically designated in the Appendix to Form of Tender as a Section (if any).
- 1.1.6.7 "Site" means the places provided by the Employer where the Works are to be executed and to which Plant and Materials are to be delivered, and any other place as may be specifically designated in the Contract as forming part of the Site. Site includes Depot, where materials will be delivered, tested and commissioned as provided in the Contract.
- 1.1.6.8 "Scheduled Bank" means a bank included in the second schedule to the Reserve Bank of India Act, 1934, or modifications thereto.
- 1.1.6.9 "Specification" means the Specification referred to in the contract and any modification thereof or addition thereto, as may from time to time be furnished or approved in writing by the Engineer.
- 1.1.6.10 "Test" means such Tests as are prescribed in the Specifications or by the Engineer or Engineer's Representative, whether performed by the Contractor or by the Engineer or his Representative or any agency acting under the direction of the Engineer.
- 1.1.6.11 "Variation" means any alteration and/ or modification to the Employer's Requirements, which is instructed by the Engineer or approved as a variation by the Engineer, in accordance with Clause 12.
- 1.1.6.12 "Works" means the work, both permanent and temporary, or services to be carried out, designed, manufactured, fabricated, delivered to Site, erected, installed, completed, tested, commissioned, (including Integrated Testing and Commissioning) and remedying of any defects, and/ or supplied in accordance with the Contract and include Plant and Materials and their accessories.
- 1.1.6.13 "Permanent Works" means the permanent works to be designed and executed in accordance with the Contract.
- 1.1.6.14 "Temporary Works" means all temporary works of every kind (other than Contractor's Equipment) required for the execution and completion of the Works, and the remedying of any defects.
- 1.1.6.15 "Project" means: The Tunnel Aquarium at Nandankanan Zoological Park

1.2 Interpretation:

1.2.1 In the Contract except where the context requires otherwise:

- a) words indicating one gender include all genders.
- b) words indicating the singular also include the plural and words indicating the plural also include the singular and
- c) "written" or "in writing" means hand-written, type written, printed or electronically made and resulting in a permanent record.

The marginal words and other headings shall not be taken into consideration in the interpretation of this condition.

1.2.2 Terms and expressions not herein defined" shall have the meanings assigned to them in the Indian General Clauses Act, 1897 or the Indian Contract Act 1872 or the Indian Sale of Goods Act 1930 or any other applicable Indian Law, as the case may be.

1.3 Law and Language

The contract shall be governed by the Acts and Laws of India, the rules, regulations and byelaws of the concerned public bodies and authorities. Language of the Contract shall be English No change

1.4 Agreement

The Employer and the Contractor shall execute a formal Agreement, with such modifications as may be necessary to record the Contract. The costs of stamp duties and similar charges imposed by law shall be borne by the Contractor. The employer will incorporate necessary modifications in the specimen format.

Modification to contract to be in writing:

In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Employer and the Contractor, and no work shall proceed under such modifications until this has been done. Any verbal or written arrangements abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Employer unless and until the same is incorporated in a formal instrument and signed by the Employer and the Contractor, and till then the Employer shall have the right to repudiate such arrangements.

1.5 Priority of documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, Engineer shall issue any necessary clarification or instruction to the Contractor, and the priority of the documents shall be as follows:

- (a) The Agreement
- (b) The Letter of Award
- (c) Pre and Post bid proceeds

- (d) Tender submitted by the Contractor
- (e) BOQ/Payment schedule
- (f) The Special Conditions of Contract
- (g) The General Conditions of Contract
- (h) The Employer's Requirements
- (i) NIT
- (j) ITB
- (k) The Outline Design Specifications (Design Criteria) and Outline Construction Specifications; or any other specification
- (I) Drawings and
- (m) Any other document forming part of the Contract.

1.6 Care and supply of construction and/or manufacture documents:

- 1. The Construction Documents shall be in the custody and care of the Contractor during the Contract. Unless otherwise stated in the Employer's Requirements, the Contractor shall provide three copies for the use of the Engineer and assistants (as referred to in Sub-Clause 5.3).
- 2. The Contractor shall keep on Site one complete set of the documents forming the Contract, the Construction, Variations, other communications given or issued from time to time and the documents/samples mentioned in Sub-Clause 5.3. The Employer, the Engineer and their assistants (as referred to in Sub-Clause 3.3) shall have the right to access these documents all reasonable times. On discovery of any technical error or defect in a document intended to be used for the purpose of Contract, the Contractor shall promptly give notice to the Engineer of such error or defect.

1.7 Communications

Communications between parties, unless otherwise specified shall be effective only when made in writing. A notice will be effective only when delivered personally or by courier or by electronic means.

1.8 Employer's use of contractor's documents

As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor.

The Contractor shall be deemed (by signing the Agreement) to give to the Employer a non-terminable transferable non-exclusive royalty-free licence to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This licence shall:

(a) Apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,

(b) Entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works.

1.9 Contractor's use of employer's documents

As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Employer's Requirements and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract.

They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

1.10 Compliance with statutes, regulations and laws

The Contractor shall familiarize themselves and conform in all aspects with:

- (a) the provision of any enactment in India as applicable from time to time
- (b) the regulations or byelaws of any local body and utilities.

Ignorance of Rules, Regulations and Bylaws shall not constitute a basis for any claim at any stage of work.

1.11 Joint and several liability

If the Contractor is (under applicable Laws) a joint venture, consortium, or other incorporated grouping of two or more Persons:

- a) these Persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract
- b) these Persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and
- c) the Contractor shall not alter its composition or legal status without the prior consent of the Employer.

1.12 Severability

If any clause, provision, section or part of the Contract is ruled invalid by a court of competent jurisdiction, then the parties shall: (a) promptly meet and negotiate a substitute for such clause, provision, section or part, which shall, to the greatest extent legally permissible, effect the original intent of the parties, and (b) if necessary or desirable, apply to the court which declared such invalidity for a judicial construction of the invalidated portion to guide the negotiations. The invalidity or enforceability of any such clause, provision, section or part shall not affect the validity or unenforceability of the balance of the Contract, which shall be construed and enforced as if the Contract did not contain such invalid or unenforceable clause, provision, section or part.

2. The Employer

2.1 General obligations

The Employer shall provide the Site in reasonable stretches/lengths/locations and shall pay the Contractor in accordance with the Contract.

2.2 Access to and possession of the site

The Employer shall grant the Contractor right of access to, and / or possession of the Site progressively for the completion of Works. Such right and possession may not be exclusive to the Contractor. The Contractor will draw/modify the schedule for completion of Works according to progressive possession/right of such sites. If the Contractor suffers delay from failure on the part of the Employer to grant right of access to, or possession of the Site, the Contractor shall give notice to the Engineer in a period of 28 days of such occurrence in writing. After receipt of such notice the Engineer shall proceed to determine any extension of time to which the Contractor is entitled and shall notify the Contractor accordingly.

2.3 Permits, license or approvals

All permits & approvals or license required from the government for the Contract shall be provided / obtained by employer. However, the contractor may (where he is in a position to do so) provide reasonable assistance to employer at the request in getting Permits, License or Approvals required during the Contract.

With respect to Aquarium specialist works in specific, the zoo license shall be provided/obtained by the Employer. The quarantine certification by the respective AQCS department and import license from DGFT for the species if required to be provided / obtained by the employer.

2.4 Assignment by the employer

The Employer shall be fully entitled without the consent of the Contractor, to assign the benefit of the Contract or any part thereof and any interest therein or there under to any third party.

3. The Engineer

3.1 Appointment of engineer:

The Employer shall notify the Contractor in writing of the appointment and identity of the Engineer and of any replacement from time to time.

3.2 Duties and authorities of the engineer:

The Engineer shall carry out the duties specified in the Contract. The Engineer shall have no authority to amend the Contract. The Engineer shall copy to the Employer all communications given or received by him in accordance with the Contract.

3.3 Engineer's authority to delegate

i. The Engineer, may from time to time assign and delegate authority to Engineer's representatives/assistants and may also revoke such assignments and delegations. The delegation or revocation shall be in writing and shall be applicable only after same has been

notified in writing to the Contractor.

- ii. Each Assistant to whom duties have been assigned or authority has been delegated shall be authorized to issue instructions to the Contractor to the extent defined by the delegation. Any determination, approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test or similar act by an assistance shall have the same effect as though the act had been an act of the Engineer. However:
- (a) Any failure to disapprove any Plant, Goods, Material, design and workmanship shall not prejudice the right of the Engineer to reject such Plant, Goods, Material, design and workmanship
- (b) if the Contractor questions any determination or instruction of an assistant of the Engineer, the Contractor may refer the matter to the Engineer within three days of such decision having been given, who shall confirm, reverse or vary such determination or instruction.

3.4 Engineer's instructions

The Contractor shall comply with instructions given by the Engineer in accordance with the Contract.

The Contractor shall give reasonable notice to the Engineer of any instruction, which he considers necessary for the execution of the Works, to enable the Engineer to issue the instruction so that progress of the Works is not delayed.

3.5 Engineer to attempt agreement

When the Engineer is required to determine value, cost or extension of time, he shall consult with the Contractor and the Employer in an endeavor to reach agreement. If agreement is not achieved, the Engineer shall determine the matter fairly, reasonably and in accordance with the Contract, with the approval of Employer

4. The Contractor

4.1 General obligations

The Works as completed by the Contractor shall be wholly in accordance with the Obligations of Contract and fit for the purposes for which they are intended, as defined in the Contract. The Works shall include any work which is necessary to satisfy the Employer's Requirements, the Contractor's Proposal and Schedules, or is implied by the Contract, or arises from any obligation of the Contractor, and all works not mentioned in the Contract but which may be inferred to be necessary for stability, or completion, or the safe, reliable and efficient operation of the Works.

The Contractor shall design, if in the scope of work, manufacture, execute, install, complete, test and commission, the Works, including providing Construction and/or Manufacture Documents, within the Time for Completion and shall remedy any defects within the Contract Period. The Contractor shall provide all superintendence, labour, Plant, Materials, Contractor's

Equipment, Temporary Works and all other things, whether of a temporary or permanent nature, required in and for such design, works and remedying of defects.

Before commencing design, if in the scope of the contract, the Contractor shall satisfy himself regarding the Employer's Requirements (including design criteria and calculations, if any) and the items of reference mentioned in Sub-Clause 4.8.

The Contractor shall give notice to the Engineer of any error, fault or other defect in the Employer's Requirements or such items of reference. After receipt of such notice, the Engineer shall determine whether Clause 12 shall be applied, and shall notify the Contractor accordingly.

The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations, of all methods of construction, manufacture, and of all the Works, irrespective of any approval or consent by the Engineer.

The Contractor shall be deemed to have satisfied himself before submitting his tender as to the correctness and sufficiency of his Tender to cover all his risks, liabilities and obligations set out in or implied by the Contract and all matters and things necessary for the proper design, manufacture, execution, installation, completion, testing, Integrated Testing whichever is in the scope of the contract, commissioning of the Works and remedying of the Defects.

The Contractor acknowledges responsibility for ascertaining and securing at his own cost:

- a. availability of skilled manpower
- b. the character of equipment and facilities needed preliminary to and during the manufacture, installation, execution, testing, Integrated Testing, and commissioning of the Works and remedying of any defects

In addition to GCC 4.1,

The contract work has construction period and Operation & maintenance period.

For construction period clause 4.1 is applicable and for O&M period the following shall be the conditions:

During the entire construction phase, trial run and O&M period, Water and EB power have to be provided by Employer.

4.2 Performance security amount

4.2.1 (i) Within 28 days of receipt of the Letter of Award, the successful Tenderer shall furnish Performance Security in the form of a bank guarantee from a branch in India of a scheduled foreign bank or from a scheduled commercial bank in India acceptable to the Employer for an amount of three (3%) per cent of the Contract value in types and proportions of currencies in which the Contract Price is payable. The approved form provided in the 'Instructions to Tenderers' documents or any other form approved by the Employer shall be used for Bank Guarantee. The Bank Guarantee shall be valid up to 3 months beyond the Defect Liability Period.

4.2.2 Forfeiture:

Failure of the successful Tenderer to furnish the required Performance Security or to enter into agreement, shall be a ground for the annulment of the award of Contract and forfeiture of the tender security.

4.2.3 Release:

- i. The whole of the Performance Security amount shall be liable to be forfeited by the Employer at the discretion of the Employer, in the event of any breach of contract on the part of the Contractor.
- ii. On completion of the Defect Liability period, the Performance Security shall be refunded to the Contractor on issue of performance Certificate by the Engineer, in accordance with Sub-Clause 9.1 and 9.2 of these conditions
- iii. The performance security shall be returned to the Contractor, after deductions if any applicable and on signing of the Performance Certificate after the expiry of the Defects Liability Period as per Clause 10.9 of these conditions

4.2.4 Guaranties and warranties

Within 28 days of the date of Letter of Award of the Tender, the Contractor shall submit to the Employer:

A warrantee in the approved format from the Contractor. In the event that the Contractor shall comprise two or more members, joint venture, consortium or otherwise each such member shall submit a Guarantee.

4.3 Representation on works

Unless the Contractor's Representative is named in the Contract, the Contractor on Works shall, within 14 days of Notice to Proceed, submit to the Engineer for consent the name and particulars of the person the Contractor proposes to appoint. The Contractor shall not revoke the appointment of the Contractor's Representative without the prior consent of the Engineer. The Contractor's Representative so nominated shall have full authority to act on behalf of the Contractor. The Contractor's Representative shall give his whole time to directing the preparation of the Construction and/or Manufacture Documents and the execution of the Works. The Contractor's Representative shall receive (on behalf of the Contractor) all notices, instructions, consents, no objection certificate approvals, certificates, determinations and other communications under the Contract. Whenever the Contractor's Representative is to be absent from the Site, a suitable replacement person shall be appointed, with prior consent of Engineer.

Failure on part of the Contractor to comply with these provisions shall constitute a breach of Contract leading to action under Sub-Clause 13.2

The Contractor's Representative may delegate any of his powers, functions and authorities to any competent person, and may at any time revoke any such delegation. Any such delegation

or revocation shall be in writing and shall not take effect until the Engineer has given prior consent thereto. The Contractor's Representative and such persons shall be fluent in the language of day-to-day communication and the Contractor shall be bound by and fully liable for the acts or omissions of the Contractor's Representatives or any of his employees and/or delegates, agents or nominees.

4.4 Deleted

4.5 Sub-Contractors:

- **4.5.1** The Contractor shall not sub-contract the whole of the Works. If required, The Contractor shall sub-contract the Works only with prior consent of Engineer/Employer, unless otherwise stated in the Special Conditions of Contract. There shall not be any back-to-back contract.
- **4.5.2** Unless otherwise stated in the Special Conditions of Contract:

the Contractor shall not be required to obtain consent for purchases of Materials which are in accordance with the makes specified in the Contract or provisions of labour or for the subcontracts for which the Sub-contractor is named in the Contract

- **4.5.3** The Contractor shall be responsible for observance by all Sub-contractors of all the provisions of the Contract. The Contractor shall be responsible for the acts or defaults of any Sub-contractor, his representatives or employees, as fully as if they were the acts or defaults of the Contractor, his representatives or employees and nothing contained in Sub-clause (a) of clause 4.5 shall constitute a waiver of the Contractor's obligations under this contract. The Contractor shall provide to the Engineer of all the Subcontracts including terms, conditions and pricing. The Contractor shall endeavor to resolve all matters and payments amicable and speedily with the sub-contractors.
- **4.5.4** The contractor shall ensure that their subcontractors, material/equipment suppliers, consultants and other agencies deployed by them in connection with execution of the contract do not make any claim or raise any dispute before NKZP.

4.6 Assignment of contractor's and subcontractor's obligations:

The Contractor shall not assign a right or benefit under the Contract without first obtaining Employer's prior written consent, otherwise than by:

- a. a charge in favour of the Contractor's bankers of any money due or to become due under the Contract, or
- b. assignment to the Contractor's insurers (in cases where the insurers have discharged the Contractor's loss or liability) of the Contractor's right to obtain relief against any other party liable. If a Subcontractor's obligations extend beyond the expiry date of Defects Liability Period, then the Contractor shall assign the benefits of such obligations to the Employer.

In the event that a sub-contractor of any tier provides to the Contractor or any other sub-contractor a warranty in respect of Plant, Materials or services supplied in connection with the

Works, or undertakes a continuing obligation of any nature whatsoever in relation to such Plant, Materials or services (including without limitation an obligation to maintain stocks of spare parts) extending for a period exceeding that of the Defects Liability Period or where there is more than one Defects Liability Period exceeding that of the latest Defects Liability Period, and if the Engineer so directs in writing within 21 days of the expiry of the Defects Liability Period or the latest Defects Liability Period (as the case may be), the Contractor shall immediately assign or obtain the assignment of the benefit of such warranty or obligation to the Employer or at the direction of the Employer, to any third party referred to in Sub-Clause 2.4

4.7 Deleted.

4.8 Setting Out

Accurate Setting Out

The Contractor shall be responsible for:

- (a) the accurate setting out of the Works in relation to the original points, lines and levels of reference given by the Engineer in writing
- (b) the correctness of position, levels, dimensions and alignments of all parts of the Works
- (c) the provisions of all necessary instruments, equipment, apparatus and labour in connection with the foregoing responsibilities
- (d) Carefully protecting and preserving all bench marks, sight rails, pegs and other things used in setting out the Works

4.9 Site data

The Employer shall have made available to the Contractor with the Tender documents such relevant data in Employer's possession on hydrological and sub- surface conditions. The accuracy or reliability of the data/studies/reports and of any other information supplied at any time by the Employer or Engineer is not warranted with respect to the viability of his design and execution of Works and the Contractor shall be responsible for interpreting all such data. The Contractor shall conduct further investigations considered necessary by him at his own cost and any error, discrepancies if found in Employer's data at any stage will not constitute ground for any claim for extra time and costs.

4.10 Sufficiency of accepted Contract Amount

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price. Unless otherwise stated in the Contract, the Contract Price shall cover all his obligations under the Contract and all things necessary for the proper design, execution and completion of the Works, testing and commissioning and remedying of any defects

4.11 Deleted

4.12 Deleted

4.13 Programme:

The Contractor shall submit acceptance to the LOA within 14 days of issue of LOA. Thereafter a detailed programme to the Engineer after receipt of the Letter of Award not later than 21 days from the date of receipt of Letter of Award.

4.14 Progress Reports:

The Contractor shall submit Monthly Progress Report covering all aspects of progress

4.15 Electricity & Water:

The Contractor shall be responsible for making his own arrangements at his own cost to make use of water, electricity provided at one point by the Employer for the Works.

4.16 Unforeseeable Physical Conditions:

In this Clause "physical conditions" means natural physical conditions, which the Physical Contractor encounters at Site while executing the Works excluding climatic Condition. If, during the execution of the Works, the Contractor shall encounter physical conditions, which, in his opinion, could not have been reasonably foreseen by an experienced Contractor, the Contractor shall forthwith give written notice thereof to the Engineer and if, in the opinion of the Engineer, such conditions could not have been reasonably foreseen by an experienced Contractor, then the Engineer shall certify and the Employer shall pay reasonable additional cost to which the Contractor shall have been put by reason of such conditions in the following cases:

- a. for complying with any instruction which the Engineer may issue to the Contractor in connection therewith, and
- b. for any proper and reasonable measures approved by the Engineer which the Contractor may take in the absence of specific instructions from the Engineer, as a result of such conditions or obstructions being encountered.

The decision of the Engineer as to the additional cost shall be final and binding

4.17 Access for Engineer

The Contractor shall allow the Engineer or the Engineer's Representative or any other person authorized by him, at all times access to the Site, and to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the Works.

4.18 Contractor's operations on Site:

The Contractor shall confine his operations to the Site, and to any additional area which may be provided to the Contractor and agreed by the Engineer as working Site areas.

4.19 Discoveries:

All fossils, coins, articles of value or antiquity and structures and other remains or things of

geological or archaeological interest, in addition to oil and other mineral discovered on the Site shall be the absolute property of the Government of India and the Contractor shall take all the necessary precautions to prevent its workmen or its sub-contractors' workmen or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof, acquaint the Engineer of such discovery and carry out the instructions of the Engineer.

4.20 Publicity:

The Contractor shall not publish or otherwise circulate alone or in conjunction with any other person, any articles, photographs or other materials relating to the Contract, the Site, the Works, the Project or any part thereof, nor impart to the Press, or any radio or television network any information relating thereto, nor allow any representative of the media access to the Site, Contractor's Works Areas, or off-Site place of manufacture, or storage except with the permission, in writing, of the Employer.

4.21 Disclosure of Relationship:

If the Contractor or any partner of the Contractor or Director of the Contractor's company is closely related to any of the Officers of the Employer or the Engineer, or alternatively, if any close relative of an officer of the Employer or the Engineer has financial interest / stake in the Contractor's firm, the same shall be disclosed by the Contractor at the time of filing his tender. Any failure to disclose the interest involved, shall entitle the Employer to rescind the Contract, without payment of any compensation to the Contractor. The Contractor shall note that he is prohibited from developing such interest during the Contract period

4.22 Use of Explosives:

Explosives if required on the Work shall be used by Contractor only with prior Approval of the Engineer and in the manner and to the extent permitted by him. The Contractor shall be responsible for safe upkeep of such explosives in a special magazine as per the law on explosives as well as for taking all the precautions in the usage of the explosives with proper license and at Contractor's cost, sole risk and responsibility. The Contractor shall hold the Employer harmless and indemnify for the above.

4.23.1 Definition

The Employer requires that the Bidders/Contractors, their designated contractors and/or their agents observe the highest standards of ethics during Tendering and execution of this Contract. In pursuance with this policy, the Employer:

- a. defines, for the purpose of these provisions, the terms set forth below as follows:
- (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to Employer, Engineer or any of their employees, influence in the procurement process or in Contract execution; and

- (ii) "fraudulent practice" means a concealment or misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- (iii) Breach of any of the contract condition during execution.

4.24 Quality Assurance:

Unless otherwise stated in Special Conditions of Contract and/or Employer's Requirement, the Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract.

4.25 Confidentiality of Information:

The Contractor shall not use or divulge, except for the purpose of the Contract or with the written permission of the Employer, any information relating to the Works or the Project provided in the Contract or otherwise provided by the Employer, or the Engineer. The Contractor shall ensure that his sub-contractors of any tier shall be bound by a like confidentiality undertaking.

The Employer and the Engineer and any third party to whom an assignment has been made in accordance with Sub-clause 2.4 may use any information provided by the Contractor in accordance with the Contract. The Employer shall use reasonable endeavors to ensure that the Engineer and any third party- referred to in aforesaid Sub-Clause 2.4 shall not, divulge such information except for any purpose connected with the Contract.

5 Design

The clauses under the head 'Design' are applicable only in EPC contracts, 'Design & Build' contracts and in case of 'Part Design & Build' contracts, these are applicable only to part of the contract in which the design is the responsibility of the contractor.

5.1 General Obligations:

The Contractor shall design and provide all necessary specifications for the Works in accordance with the site plans and Employer's requirements. Any design detail, plan, drawing, specifications, notes, annotations, and information required shall be provided in such sufficient format, details, extent, size and scale and within such time as may be required to ensure effective execution of Works and/or as otherwise required by the Engineer.

The Contractor holds himself, and his designers as having the experience and capability necessary for the design. The Contractor undertakes that the designers shall be available to attend discussions with the Engineer at all reasonable times during the Contract Period.

5.2 Contractor's Warranty of Design:

- a. The Contractor shall be fully responsible, for the suitability, adequacy, integrity, durability and practicality of the Contractor's proposal.
- b The Contractor warrants that the Works have been or will be designed, manufactured, installed and otherwise constructed and to the highest standards available using proven upto-date good practice

5.3 Construction Documents:

The construction Documents shall comprise the technical documents specified in and /or the Employer's Requirements, such as in Sub Clause 5.6 (As Built Document), and Sub Clause 5.7 (Operations and Maintenance Manuals).

5.3 As Built Drawings and Documents:

The Contractor shall prepare and submit to the Engineer "as-built drawings" of the Works, showing all Works as executed.

5.4 Operation and Maintenance Manuals:

Prior to commencement of the Tests on Completion, the Contractor shall prepare, and submit to the Engineer, Operation and Maintenance Manuals in accordance with the Employer's Requirements.

6 Staff and Labour

6.1 Engagement of Staff and Labor:

The Contractor shall make his own arrangements for the engagement of staff and labour at his own cost.

6.2 Rates of Wages and Conditions of Labor:

Full compliance of statutory requirements apart, the Contractor shall pay rates of Wages and observe conditions of labor not less favorable than those established for the trade or the industry where the work is carried out.

The Contractor shall make himself aware of all labour regulations and their impact on the cost and build up the same in the Contract Price. During the Contract Period no extra amount in this regard shall be payable to the Contractor, for whatsoever reason including any revision of rates payable to the labour due to revision of rates payable in Minimum Wages Act.

6.3 Persons in the service/ retired of Employer/Engineer:

- a) The Contractor shall not recruit or attempt to recruit, staff and labour from amongst the Employer and the Engineer's personnel.
- b) The Contractor either at the tendering stage or during construction stage will not employ any retired employee of Employer or Engineer of the Employer in any capacity unless such employee has completed at least two years post retirement period or has obtained the no-objection certificate from Employer for being employed with the Contractor. It will be

responsibility of the Contractor to collect the Employer's no objection certification from such retired employee and submit the same back to the Employer.

In case of non-compliance of above, in addition to any or several of the courses, referred in Sub-clauses 13.2 being adopted by the Employer the Contractor on Termination of the Contract for the aforesaid reasons will have no claim whatsoever against the Employer except for actual value of the Work executed till the time of Termination.

6.4 Labor Laws:

The Contractor shall confirm to the provisions of all statutes relating to their work and also the rules and regulations of any local authority. The Contractor shall in respect of Personnel employed by him either directly or through sub- Contractors, comply with or cause to be complied with all applicable statures, including both not limited to

a) The Contract Labour (Regulation & Abolition) Act 1970 and the related Rules, b) The minimum wages Act 1948 and the related rules c) The payment of wages Act 1936 and the related rules, d) The Employees' Provident Fund & Miscellaneous provisions Act 1952, e) The Employees State Insurance Act 1948, f) Employees Compensation Act 1923 g) Payment of Bonus Act 1965 h) The Building and other Construction Workers Welfare Cess Act. 1996 i) Maternity Benefit Act, 1961 j) Payment of Gratuity Act, 1972 k) Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979, l) Equal Remuneration Act, 1976 m) The Industrial Disputes Act 1947, n) Child Labour (Prohibition and Regulation) Act, 1986 etc. and other statutes in general.

Contractor shall maintain proper records of wages, PF, EDLI, Pension, ESI contribution, administrative charges etc and other relevant documents, wherever applicable and shall produce proof of the same as and when required. Contractor shall be solely responsible for compliance of statutory provisions with respect to their personnel and their work.

6.5 Working Hours:

The Contractor, if required, shall carry out work during night hours or in shifts, Hours unless specifically provided otherwise in the Contract. No increase in rates or extra payments shall be admissible for night work.

The Contractor shall provide adequate lighting and safety arrangements. The Contractor shall provide adequate lighting and safety arrangements. It is to be noted that the works are being undertaken in an urban area.

6.6 Facilities for Staff and Labor:

The Contractor shall provide and maintain at his own expanse, all necessary Staff and accommodation and welfare facilities as per prevailing labour & welfare laws for his (and his Sub-contractor's) staff and labour.

6.7 Provision of Efficient and Competent Staff:

The Contractor shall employ (or cause to be employed) only persons who are careful and appropriately qualified, skilled and experienced in their respective trades or occupations.

7 Quality Control

7.1 Manner of Execution

All Plant, goods, and Materials to be supplied shall be manufactured, and all work to be done shall be executed, in the manner set out in the Contract. Where the manner of manufacture and execution is not set out in the Contract, the work shall be executed in a proper, workman like and careful manner, with properly equipped facilities and non- hazardous Materials, and in accordance with modern recognized good practice.

7.2 Sources of Materials being supplied shall be intimated to the Engineer and are subject to his approval. Materials that are not specified in the Contract document shall conform to the relevant Indian Standards or in their absence conform to any International Standard approved by the Engineer.

7.3 Delivery to Site:

The Contractor shall be responsible for procurement, transport, receiving, unloading and safe keeping of all Plant, construction, Materials, Contractor's Equipment and other things required for the completion of the Works.

7.4 Inspection:

The Employer and the Engineer shall at all reasonable times

- a. have full access to all parts of the Site and to all places from which natural materials are being obtained, and
- b. during production, manufacture, fabrication and construction (at the site and elsewhere) be entitled to inspect, examine, measure and test the materials and workmanship, and to check the progress of manufacture, of all Plant, goods, construction and Materials to be supplied under the Contract.

The Contractor shall give the Engineer full opportunity to carry out these activities including providing access, facilities, permissions and safety equipment. No such activity/inspection shall relieve the Contractor from any obligation or responsibility.

7.5 Ownership of Plant and Materials

Each item of Plant, goods, and Material shall become the property of the Employer, when it is delivered to Site or payment thereof, either in part or full, has been made. The Contractor shall however continue to bear the risk in respect of such items which continue to remain in his custody.

7.6 Cost of Employer's Attendance Including Travel

The Employer shall bear the costs of attendance including travel by the Employer or his Representative for the purposes of Sub-Clauses 7.4 above.

7.7 Tests after completion

7.7.1 Contractor's Obligations

The Contractor shall carry out the Tests on Completion at his own cost in accordance with the Contract after providing the documents in accordance with Sub- Clauses 5.4 and 5.5. The Contractor shall give, to the Engineer, 21 days' notice of the date after which the Contractor will be ready to carry out the Tests on Completion. Unless otherwise agreed, such Tests shall be carried out within 14 days after this date, on such day or days as the Engineer shall instruct.

8 Time Management

8.1 Commencement of Works:

The Contractor shall commence the Works on the date specified in the Letter of Award or if no date is specified in the Letter of Award, on the date specified in an instruction in writing to that effect from the Engineer (Notice to Proceed). Thereafter the Contractor shall proceed with due diligence, without delay, and in accordance with the programme or any revised or modified programme of the Works. Time will be the essence of Contract and time for Completion shall run from the date the Contractor is to commence the Works under this Clause.

8.2 Time for Completion

Time is the essence of Contract and will remain so at all times during the pendency of the Contract including the extended period of Contract.

8.3 Delay:

In case of delay on the part of the Contractor, the Contractor shall be liable to pay liquidated damages and any other compensation for the damages suffered by the Employer as per clause 8.5. This is without prejudice to the right of the Employer to rescind the Contract.

Failure or delay by the Employer or the Engineer, to hand over to the Contractor the Site necessary for execution of Works, or any part of the Works, or to give necessary notice to commence the Works, or to provide necessary Drawings or instructions or clarifications or to supply any material, plant or machinery, which under the Contract, is the responsibility of the Employer, in any such case, the Engineer shall extend the time period for the completion of the Contract, as in his opinion is / are reasonable and compensate the contractor appropriately.

8.4 Extension of Time for Completion

8.4.1 Extension of Time

The Contractor may apply for an extension of the Time for Completion if the Work is or will be delayed either before or after the Time for Completion by any of the following causes:

- a. "Force Majeure" referred to in Clause 16
- b. The Contractor's work held up for not being given possession of or access to the Site in accordance with the Contract

- c. Instruction of the Engineer to suspend the Works and the Contractor not being in default as to reasons of suspension.
- d. Acts or omissions of other Designated Contractors in executing work not forming part of this Contract and on whose performance, the performance of the Contractor necessarily depends.
- e. Any act of prevention or Breach of Contract by the Employer and not mentioned in this Clause
- f. Any order of Court restraining the performance of the Contract in full or in any part thereof g. Any other event or occurrence which, according to the Employer is not due to the Contractor's failure or fault, and is beyond his control without Employer being responsible for
- the same. h. An Employer's Variation

In the event of any failure or delay by the Employer to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or instructions or any other delay caused by the Employer due to any other cause due whatsoever, then such failure or delay shall entitle the Contractor to damage or compensation as may be considered reasonable.

The Engineer shall proceed in accordance with Sub-Clause 3.5 to agree or determine either prospectively or retrospectively such extension of the Time for Completion as may be due. The Engineer shall notify the Contractor accordingly. The extension of time including that of key date shall not entitle the contractor to retain the advance which shall be governed by Clause 11.2.

8.4.2 Extension of time for completion for other reasons

The Contractor shall not be entitled to an extension of time by reason of any delay to any activity in the carrying out of the Works unless in the opinion of the Engineer such delay results in or may be expected to result in a delay to completion of the Works, or achievement of any Stage by the relevant Key Date. Whether or not the Contractor fails to achieve any Milestone by reason of any delay shall not by itself be material to the Contractor's entitlement to an extension of time.

8.4.3 Extensions of time for delays due to contractor:

If the delay in the completion of the whole Works or a portion of the Works, for which an earlier completion period is stipulated, is due to the Contractor's failure or fault, and the Engineer is of the view that the remaining Works or the portions of Works can be completed by the Contractor in a reasonable and acceptable short time, then, the Engineer may allow the Contractor extension or further extension of time at its discretion with or without liquidated damages, for completion, as he may decide.

8.5 Liquidated Damages for Delay

The total contract value used in the GCC sub clause 8.5 for the purpose of levy of liquidated damages on failure to achieve key dates shall mean the 'Fixed Lump Sum Contract Price'. The

liquidated damages will be charged at the rate of 0.1% per week for delayed period with maximum ceiling limit of 1.0% of the contract value.

9 Employer's Taking Over

9.1 Taking over Certificate:

The Works shall be taken over by the Employer when they have been completed in accordance with the Contract, have passed the Tests on Completion, a Taking Over Certificate for the Works shall be issued by the employer.

The Contractor may apply by notice to the Engineer for a Taking-Over-Certificate not earlier than 14 days before the works or section (as the case may be) will, in the Contractor's opinion, be complete and ready for taking over. The Engineer shall, within 28 days after the receipt of the Contractor's application shall conduct a complete joint survey of the works including carrying out any tests prescribed in the contract and prepare a list of defects and outstanding works and:

(a) issue the Taking Over Certificate to the Contractor, stating the date on which the Works or Section were completed, including the Tests on Completion as per the contract in accordance with the Contract if defects and/or outstanding works are minor that does not affect the use and safety of the Works for their intended purposes.

9.2 Taking Over of Parts of the Works:

The Engineer may, at the sole discretion of the Employer issue a Taking Over Certificate for any part of the Permanent Works by following the procedure stipulated in Clause 9.1 above if the Employer uses that part of the Works for revenue service before the Taking Over Certificate is issued for the entire work.

10 Defects Liability

10.1 Completion of outstanding work and Remedying Defects:

"Defects Liability Period" shall mean the defects liability period stated in the Conditions of Contract calculated from the date of taking over of the Works.

The Contractor shall remedy, at no extra cost to the Employer, the defect or failure (fair wear and tear excluded) after any part of the Work are taken over by the Employer until the end of Defects Liability Period.

In order that the Construction Documents and the Works shall be in the condition required by the Contract (fair wear and tear excepted) at, or as soon as practicable after the expiry of the Contract Period, the Contractor shall:

(a) Complete any work which is outstanding on the dates stated in a Taking Over Certificate, as soon as practicable after such date, and

(b) Execute all such work of amendment, reconstruction, and remedying defects or damage, as may be instructed in writing by the Employer or the Engineer during the Contract Period.

10.2 Cost of Remedying Defects:

All work referred to in Sub-Clause 10.1shall be executed by the Contractor at his own cost, if the necessity for such work is due to:

- (a) the design of the Works;
- (b) Plant, Materials or workmanship not being in accordance with the Contract; or

10.3 Failure to Remedy Defects:

If the Contractor fails to remedy any defect or damage within such time as the Employer / Engineer may deem to be reasonable, the Employer or the Engineer may fix a date on or by which to remedy the defect or damage, and give the Contractor reasonable notice of such date. If the Contractor fails to remedy the defect or damage by such date and the necessity for such work is due to a cause stated in Sub-Clause 10.2(a), (b) or (c), the Employer may (at his sole discretion):

- (a) carry out the work himself or by others, in a reasonable manner and at the Contractor's risk and cost, but the Contractor shall have no responsibility for such work: the costs incurred by the Employer in remedying the defect or damage shall be recoverable from the Contractor by the Employer;
- (b) require the Engineer to determine and certify a reasonable reduction in the Contract

10.4 Removal of Defective Work:

If the defect or damage is such that it cannot be remedied expeditiously on the and if the Employer gives consent, the Contractor may, remove from the Site for the purposes of repair any part of the Works, which is defective or damaged.

10.5 Right of Access:

Until the Performance Certificate has been issued, the Contractor shall have the right of access to all parts of the Works and to records of the working and performance of the Works, except as may be inconsistent with any reasonable security restrictions by the organization responsible for operating the Works.

10.6 Performance Certificate:

The Contract shall not be considered to be completed until the Performance Certificate has been signed by the Engineer and delivered to the Contractor at the end of 'Defect Liability Period', stating the date on which the Contractor completed his obligations related to completion of works and rectification of defects during Defect Liability Period to the Engineer's satisfaction.

11 Contract Price and Payment

11.1 The Contract Price

11.1.1 Inclusions/ Exclusions

- i) Unless otherwise stated in the Conditions of Contract, the Contract Price shall be accepted BOQ rates and amount subject to any adjustment thereto in accordance with the Contract.
- ii) Nothing extra shall be payable over the quoted rates, notwithstanding any provision to the contrary in any law for the time being in force, save and except what is specifically provided in General Conditions of Contract.

11.1.2 Adjust in Contract Price:

Adjustment in contract price on account of inflation shall be done only if a "Price Variation Formula" is given in the conditions of contract otherwise it will be a fixed price contract

11.1.3 Taxes:

The quoted rates in financial proposal includes all current central and state taxes inclusive GST applicable in Odisha for the work covered in the Tender. Any variation in GST Tax liability applicable on contract during the Contract period, the contract price shall be revised / adjusted accordingly.

The basic price quoted shall be exclusive of GST but including all other applicable taxes, duties and other charges. GST rate and amount applicable shall be shown separately in the financial bid.

Transportation, packing, forwarding, installation and other charges if any, shall also be included in the quoted price.

The contract price shall be inclusive of all taxes, duties, cess and any other charges leviable including tax to be deducted at source.

The GST amount shall be calculated as per the percentage quoted in the Financial bid.

Invoice as per GST Act should be furnished prior to every running account/final bills. The GSTIN of Nandankanan Zoological Park-NKZP is **21AAAGD1705N1ZU**

11.1.4 Change in Taxes/ Duty:

The Contract Price shall not be adjusted to take into account any increase or decrease in cost resulting from any change in taxes, duties, levies from the last date of submission of the Tender to the completion date including the date of the extended period of Contract unless a contrary provision exists in Conditions of Contract.

11.2 Advances

11.2.1 Mobilization Advance

Not Applicable

11.2.2 Advance against Plant and Machinery

Not Applicable

11.2.3 Written Request for Advances

Not Applicable

11.2.4 Recovery of Advances

Not Applicable

11.3 Provisional Payment

11.3.1 Written Request for Advances/Provisional Payment against material at site:

Not Applicable

11.4 Application for Interim Payment Certificates:

- **11.4.1** In case of 'Lump Sum' contract with cost centre and Milestone payment, the fixed Lump Sum Price shall be apportioned by the Contractor amongst the various Cost Centres. The amount thus apportioned under each Cost Centre will be further apportioned amongst various Milestones with the approval of the Employer. The Contractor shall be entitled to submit to the Engineer requests for interim payments only upon the achievement of one or more of the Progress / Milestones described in the Cost Centre. the contractor shall be entitled to be paid from time to time, normally once in a calendar month, by way of 'on account' bill as per the payment schedule indicated in Price Schedule or as finally approved by the Engineer.
- **11.4.2** The Contractor shall submit a statement in three copies to the Engineer at the beginning of each month, in a form approved by the Engineer, showing the amounts to which, the Contractor is entitled, together with supporting documents. The statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:
- (a) the amount due in respect of Progress / Milestones achieved under each Cost Centre;
- (b) any other additions or deductions is due and approved by the Engineer in accordance with the Contract; and
- (c) the deduction of the amounts certified in all previous Interim Payment Certificates.

The Contractor shall not submit more than one request for interim payment per month.

11.5 Issue of Interim Payment Certificates

No amount will be certified or paid until the Employer has received, and approved, the Performance security and the parent Company Undertakings and Guarantees in accordance with Sub-Clause 4.2. Thereafter, the Engineer shall, within 21 days of receiving a statement and supporting documents, deliver to the Employer, with a copy to the Contractor, an Interim Payment Certificate showing the amount which the Engineer considers to be due; if no payment is considered to be due, the Engineer shall promptly notify the Contractor accordingly.

Where only a part of the payment applied for is disputed, payment certificate shall be issued for the undisputed amount.

11.6 Payment-Interim and Final

Unless otherwise stated in Special Conditions of Contract,

- (a) After preliminary scrutiny and certification by the Engineer, payment of 80% of the certified interim amount shall be made by the Employer within 7 days. The amount certified shall account for all deductions, including statutory deductions, recoveries for advances and any amounts due from the Contractor. The balance 20% shall be paid within 21 days, from the date of the preliminary certification of the bill by the Engineer.
- (b) the Employer shall pay the amount certified in the Final Payment Certificate within 30 days from the date of issue of the Certificate.
- (c) The Price Variation bills to be segregated from IPC's. The Price Variation bills shall be processed separately and payment shall be released only after detailed check.

Payments shall be made into a bank account, nominated by the Contractor in Indian rupees in a bank in India.

11.7 Statement at Completion

Not later than 30 days after the issue of the Taking Over Certificate for the whole of Works, the Contractor shall submit, to the Engineer, three copies of a statement at completion with supporting documents, showing in detail, in the form approved by the Engineer under Sub-Clause 11.4.:

- (a) the final value of all work done in accordance with the Contract, up to the date stated in such Taking Over Certificate,
- (b) any further sums which the Contractor considers to be due, and
- (c) an estimate of amounts which the Contractor considers will become due to him under the Contract.

The estimated amounts shall be shown separately in such statement at completion. The Engineer shall certify payment under Sub-Clause 11.5.

11.8 Application for Final Payment Certificate:

Not later than 30 days after the issue of the Performance Certificate, the Contractor shall submit to the Engineer three copies of a draft final statement with supporting documents showing in detail, in a form approved by the Engineer:

- (a) the value of all work done in accordance with the Contract, and
- (b) any further sums which the Contractor considers to be due to him under the Contract or otherwise.

If, following discussions between the Engineer and the Contractor and any changes to the draft final statement which may be agreed between them, it becomes evident that a dispute exists, the Employer shall pay those parts of the draft final statement as certified by the Engineer as not being in dispute. The remainder of the dispute may then be resolved under Clause 17, in which case the Contractor shall then prepare and submit to the Engineer a Final.

11.9 Discharge:

When submitting the final statement, the Contractor shall submit a written discharge which confirms that the total of the Final Statement represents full and final settlement of all monies due to the Contractor under the Contract. Such discharge may state that it shall become effective only after payment due under the Final Payment Certificate has been made and the Performance security referred to in Sub-Clause 4.2 has been returned to the Contractor.

11.10 Issue of final Payment Certificate:

The Engineer shall issue to the Employer, with a copy to the Contractor, the Final Payment Certificate within 14 days after receiving the Final Statement and written discharge in accordance with Sub-Clause 11.7 and 11.8, stating:

- (a) the amount which is finally due, and
- (b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled, the balance, if any, due from the Employer to the Contractor or from the Contractor to the Employer, as the case may be.

If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clauses 11.8 and 11.9, the Engineer shall request the Contractor to do so. If the Contractor fails to make such an application within a period of 28 days, the Engineer shall issue the Final Payment Certificate for such amount as he considers to be due.

11.11 Cessation of Employer's Liability:

In respect of any matter or thing arising out of (or in connection with) the contract or execution of the Works before the issue of the Taking Over Certificate for the whole of the Works, the Employer shall not be liable to the Contractor unless the Contractor shall have included a claim for it in his Statement at Completion described in Sub-Clause 11.7. For any such matter or thing arising after the issue of the Taking Over Certificate for the whole of the Works, the Employer

shall not be liable to the Contractor unless the Contractor shall have included a claim for it in his Final Statement.

11.12 Calculation of Payments in Foreign Currency:

All payments made by the Employer pursuant to the terms of the Contract shall be in the currency or currencies specified in the Contract. Wherever any sum in a foreign currency has to be converted into Indian Rupees for any purpose, the exchange rate to be employed for such conversion shall be the selling rate of exchange at the close of business of the State Bank of India 28 days before the latest date of submission of Tenders.

11.13 Round off:

In every payment to the Contractor, sums of less than fifty paise shall be omitted and sums of fifty paise and more up to one rupee shall be reckoned as one rupee.

11.14 Payment by cheque:

All payments to the Contractor will be made by "Cheque / RTGS" as desired by the Employer

11.15 Tax Deduction at Source:

Tax deductions will be made at source as per statutory requirement from every payment made to the Contractor at rates notified from time to time.

11.16 Withholding and Lien for Sums Claimed:

(a) The Employer shall have lien over all or any moneys that may become due and payable to the Contractor under the Contract, and / or over the deposit of Performance Security or other amount or amounts made under the Contract and which may become payable to the Contractor

11.17 Signature on Receipts for Payments:

Every receipt of payment to Contractor including refund of the Performance Security shall be signed by the person authorized to do so on his behalf. In the event of death of any of the Contractor's partners in case the Contractor is a partnership firm, during the currency of the Contract, it is hereby expressly agreed that every receipt by any one of surviving Contractor's partners, shall, if so signed as aforesaid, be a good and sufficient discharge as aforesaid, provided that nothing in this Clause shall be deemed to prejudice or affect any claim, which the Employer may hereafter have against the legal representatives of any Contractor's partner so dying, for or in respect of breach of any of the conditions of the Contract. Provided also that nothing contained in this clause shall be deemed to prejudice or affect the respective rights and obligations of the Contractor's partners, or of the legal heirs / representatives of any deceased Contractor / partner interest.

12 Variations

12.1 Right to Vary:

All Variations shall be recorded in a written instruction from the Engineer either as a Contractor's Variation or as an Employer's Variation, and shall not be implemented by the

Contractor without such an instruction in writing from the Engineer. No Variation shall in any way vitiate or invalidate the Contract. The Contractor shall not make any alteration and/or modification of the Works, unless and until the Engineer instructs or gives consent to a Variation.

12.2 Contractor's Variations:

12.2.1 Variation Proposals:

The Contractor may submit to the Employer, in writing at its own cost, any engineering proposal as contractor's variation for modifying the Employer's Requirements, provision of additional land, access or feasibility over and above that is provided in the Contract for the purpose of saving in time, construction or manufacture costs. Such variation proposal shall not impair the essential character, functions or characteristics or the Work, including service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards.

12.2.2 Contents of Variation:

If the Employer requires or accepts it, and if the Contractor wants to proceed with the proposal, the Contractor must provide (at no cost to the Employer) a detailed report prepared by a consultant acceptable to the Employer and which shall include:

- a. a general description of the original Contract requirements for the Works and the proposed changes.
- b. a detail of all the proposed modifications to the drawings and specifications.
- c. a detail of all Work and goods affected by the value engineering proposal.
- d. a detailed estimate of the construction cost based on the original Contract requirements and based on the proposed changes
- e. any resultant time extensions or reductions for the Contract.

Statement to the extent of minimum saving expected. The Contractor's cost of preparing the variation proposal shall be excluded in determining the estimated net savings in construction costs.

12.3 Employer's Variations:

If the Engineer requests a proposal, prior to instructing a Variation which may be for additional work or alteration in the work on deletion / reduction in the scope of work, the Contractor shall submit at his own cost within 14 days or such period as the Engineer may allow of the receipt of such request of the Engineer:

- a. a description of the proposed design and/or work to be performed and a programme for its execution,
- b. the Contractor's proposal for any necessary modifications to the programme according to Sub-Clause 4. 13, and

- c. the Contractor's proposal for adjustment to the Contract Price, Time for Completion and/or modifications to the Contract.
- d. The decision of the Employer in regard to consider it as Employer's variation or not is final and binding on the contractor

12.4 Variation Procedure:

The Engineer shall, as soon as practicable after receipt of proposals under sub- clauses 12.2 and / or 12.3, respond with approval, rejection or comments.

If the Engineer instructs or approves a Variation, he shall proceed in accordance with Sub-Clause 3.5 to agree or determine adjustments to the Contract Price, Time for Completion and Schedule of Payments.

After receipt of proposal, it will be the prerogative of the Employer, whether to Instruct and proceed ahead with the variation or drop the proposal in part or full. In that case, no cost of preparing and submitting the proposal will be payable to Contractor. In case, the design part of variation has been completed on submission of same to the Engineer, the Employer decides to abandon the variation, only cost for design to the extent of work done will be paid to the Contractor.

13. Termination of the Contract

13.1 Notice to Contractor:

If the Contractor fails to carry out any of his obligations, or if the Contractor is not executing the Works in accordance with the Contract, the Engineer may give notice to the Contractor requiring him to make good such failure and remedy the same within such time as the Employer / Engineer may deem to be reasonable.

13.2 Termination of contract Due to Contractor's Default:

13.2.1 Conditions Leading to termination of Contract:

The Employer shall be entitled to terminate the Contract if the Contractor or any one of its `constituents,

- a) fails to comply with a notice under Sub clause 13.1
- b) abandons or repudiates the Contract
- c) without reasonable excuse acceptable to the Engineer, fails to commence the Works in accordance with the Contract
- d) sub contracts the whole of the Works or assigns the Contract without approval of the Employer
- e) becomes bankrupt or insolvent or goes into liquidation except voluntary liquidation for the purpose of amalgamation or reconstruction
- f) persistently disregards instructions of the Engineer or contravenes any provisions of the Contract, or

- g) fails to adhere to the agreed programme of work by margin of 10% of the stipulated period or fails to complete the Works or parts of the Works within the stipulated or extended period of completion, or is unlikely to complete the whole Work or part thereof within time because of poor record of progress; or
- h) fails to remove materials from the Site, or pull down and replace work, after receiving notice from the Engineer to the effect that the said materials or Works have been condemned or rejected, or
- i) fails to take steps to employ competent and/or additional staff and labour, or
- j) indulges in corrupt or fraudulent practices as explained in Clause 4.23
- (k) Diversion of advances as explained in Clause 11.2.6.
- **13.2.5** The Employer's decision to terminate the Contract shall not prejudice any other rights of the Employer under the Contract
- **13.2.6** On termination of contract due to contractor's default the performance security shall be forfeited by encashing the bank guarantee and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such JV or partnership firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

13.2.8 Variation at the date of termination:

The Engineer shall, as soon as possible after termination under Sub-Clause 13.2.1, determine and advise the Contractor of the value of the Construction and/or Manufacture Documents, Plant, Materials, Contractor's Equipment and works and all sums then due to the Contractor as at the date of termination

13.2.9 Payment after Termination:

After termination under Sub-Clause 13.2.1, the Employer shall not be liable to make any further payments to the Contractor until the costs of design, manufacture, execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established.

The Employer shall be entitled to recover from the Contractor the extra costs, if any, of completing the Works after allowing for any sum due to the Contractor under Sub- Clause 13.2.8. If there are no such extra costs, the Employer shall pay any balance to the Contractor.

13.2.10 Non-exercise of Power not to Constitute Waiver:

Provided always that in case any of the powers conferred upon the Employer by Sub- clause 13.1 and Sub-clause 13.2.1 above, shall have become exercisable, and the same may not have

been exercised, the non-exercise thereof shall not constitute waiver of any of the conditions thereof.

13.3 Default of Employer:

13.3.1 Notice by contractor In the event of the Employer:

- a. Failing to pay the Contractor, without reasonable cause, the amount due under any certificate of the Engineer within 30 days after the expiry of the time stated in Sub-Clause 11.5 within which payment has to be made, subject to any deduction that the Employer is entitled to make under the Contract, or
- b. becoming bankrupt or, being a company, going into liquidation, other than for the purpose of a scheme of reconstruction or amalgamation, then, the Contractor may give notice requiring the Employer to remedy the default within 28 days after receipt of the notice. If the Employer fails to remedy the default or fails to propose steps reasonably acceptable to the Contractor to do so and in that case, the Contractor may terminate the Contract after issue of 14 days notice to the Employer with a copy to the Engineer. In this case, the Contractor shall be compensated as per Sub clause 13.3.4

The Engineer's decision on the amount payable on this account shall be final and binding.

13.3.2 Contractor's Entitlement to suspend the work:

The Contractor may, if the Employer fails to pay the Contractor the amount due under any certificate of the Engineer within 30 days after the expiry of the time stated in Sub- Clause 11.6, within which payment is to be made, subject to any deduction that the Employer is entitled to make under the Contract, after giving 28 days' prior notice to the Employer, with a copy to the Engineer, suspend work or reduce the rate of progress of work.

If the Contractor suspends work or reduces the rate of progress of work in accordance with the provisions of this Sub-Clause and thereby suffers delay or incurs costs the Engineer shall, after due consultation with the Employer and the Contractor, determine:

- a. any extension of time to which the Contractor is entitled under sub- clause-8.4, and
- b. the amount of such costs, which shall be added to the Contract Price, and shall notify the Contractor accordingly, with a copy to the Employer.

13.3.3 Cessation of Work by Contractor:

After termination under Sub-13.3.1, the Contractor shall:

a. cease all further work, except for such work as may be necessary and instructed by the Engineer for the purpose of making safe or protecting those parts of the Works already executed, and any Work required to leave the Site in a clean and safe condition,

- b. hand over all Construction and/or Manufacture Documents, Plant, and Materials for which the Contractor has received payment,
- c. hand over those parts of other Works executed by the Contractor up to the date of termination, and
- d. remove all Contractor's Equipment which is on the Site and repatriate all his staff and labour from the Site.

Any such termination shall be without prejudice to any other right of the Contractor under the Contract.

13.3.4 Payment on Termination:

After termination under Sub-Clause 13.3.1 the Employer shall return the Performance security, and shall pay the Contractor an amount calculated and certified in accordance with the following conditions:

- a. The value of approved materials actually brought to the site and required to execute the works during next three months, and
- b. Value of work completed up to date by the contractor at rates specified in the Contract, after taking into account any deductions, setoff.
- c. In addition a sum not exceeding 20% (twenty percent) of the value of the work remaining incomplete on the date of Termination notice taking effect.

The payment as above shall be full compensation for termination under this clause and the Contractor has no claim for damages or other entitlements whether under the contract or otherwise.

13.4 Survival:

Termination of this Contract

- a. shall not relieve the Contractor or the Employer of any obligations already incurred hereunder which expressly or by implication survives Termination hereof and
- b. except as otherwise provided in any provision of this Contract expressly limiting the liability of either party, shall not relieve either party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination

14 Risk and Responsibility

14.1 Contractor's Care of the Works:

The Contractor shall take full responsibility for the care of the Works, or any part thereof, including full responsibility for the care of any work being manufactured, or stored off-Site for inclusion in the Works, or in the course of transportation to the Site, and for the care of Contractor's Equipment, Temporary Works, Plant and any other Material, whatsoever, on the Site or delivered to or placed on the Site in connection with, or for the purpose of the Works.

The Contractor shall take this responsibility from the Commencement Date until the date of issue of the Taking Over Certificate, when responsibility shall pass to the Employer. If the Engineer issues a Taking Over Certificate for any Section or part of the Works, the Contractor shall cease to be responsible for the care of that Section or part from the date of issue of such Taking Over Certificate when responsibility shall pass to the Employer.

The Contractor shall take responsibility for the care of any outstanding work which is required to be completed prior to the expiry of the Contract Period, until the Engineer confirms in writing that such outstanding work has been completed.

If any loss or damage happens to the Works, any other property or person, arising from any cause other than the Employer's risks listed in Sub-Clause 14.3, during the period for which the Contractor is responsible, the Contractor shall rectify such loss or damage, at his cost, so that the Works conform with the Contract or at the option of the Employer, will pay or allow to the Employer the cost of rectifying such loss or damage. Notwithstanding such loss or damage, the Contractor shall proceed with the execution of works in all respects in accordance with the contract and the Engineer's instructions. The Contractor shall also be liable for any loss or damage to the Works caused by any operations carried out by the Contractor after the date of issue of the Taking Over Certificate.

14.2 Employer's Risks:

The Employer's risks of loss or damage to physical property in India and of death and personal injury occurring in India in consequence of the performance of obligations under the Contract are:

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies
- (b) rebellion, revolution, insurrection, or military or usurped power, or civil war, within India
- (c) riot, commotion or disorder by persons unless solely restricted to or caused by employees of Contractor or of sub-contractors currently or formerly engaged in the Works,
- (d) Ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor may be responsible for the use of any radio-active material,
- (e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, and
- (f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract.

14.3 Consequences of Employer's Risks:

If an Employer's risk results in loss or damage, the Contractor shall promptly notify the Engineer and shall rectify this loss or damage to the extent required by the Engineer.

If the Contractor suffers delay and/or incurs cost from rectifying this loss or damage, the Contractor shall give notice to the Engineer and shall be entitled to claim:

(a) extension of time for any such delay, if completion is or will be delayed, under Sub- Clause 8.4, and

(b) amount of such cost, which shall be included in the Contract Price.

14.4 Contractor's Risks:

The Contractor's risks are all risks other than the Employer's risks given in sub-clause14.3.

14.5 Limitation of Liability:

Except as provided otherwise in these Conditions, neither party shall be liable to the other party for loss of use of any Works, loss of profit, loss of any Contract or any other indirect or consequential loss or damage which may be suffered by the other party in connection with the Contract.

15. Insurance

15.1 Insurance for Works and Contractor's Equipment

The Contractor shall insure the Plant, Materials and Works in the joint names of the Employer, the Contractor and Sub-contractors (wherever applicable) against all loss or damage. This insurance shall cover loss or damage from any cause other than the Employer's risks listed in Sub-Clause 14.2 sub paragraphs (a), (b), (d) and (e). Such insurance shall be for a limit of not less than the full replacement cost (including profit), and shall also cover the costs of demolition and removal of debris. Such insurance shall be in such a manner that the Employer and the Contractor are covered from the commencement date until the date of issue of the Taking Over Certificate for the whole of Works. The Contractor shall extend such insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking Over Certificate, and for loss or damage occasioned by the Contractor or Sub-contractors in the course of any other operations (including Clauses 7.10, 7.11 and 10).

15.2 Insurance against injury to Persons and damage to property

The Contractor shall insure against liability to third parties in the joint names of the Employer, the Contractor and Sub-contractors, (wherever applicable) for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 15.1) or to any person (except persons insured under Sub-Clause 15.3), which may arise out of the performance of the Contract and occurring before the issue of the Performance Certificate. Such insurance shall be at least for the amount specified in the Appendix to Form of Tender.

15.3 Insurance for workers

The Contractor shall effect and maintain insurance against losses and claims arising from the death or injury to any person employed by the Contractor or any Sub- contractor (wherever applicable) in such a manner that the Employer and the Engineer are indemnified under the policy of insurance. For Sub-contractor's employees (wherever applicable), such insurance may be effected by the Sub-contractor, but the Contractor shall be responsible for compliance with this Clause.

15.4 General Requirements for Insurance

The Contractor shall, within the respective periods stated in the Appendix to Form of Tender (calculated from the Commencement Date), submit to the Employer - evidence that the insurances described in this Clause have been effected, with an Indian Insurance Company, and The contractor shall effect all insurances for which he is responsible with insurers and in terms approved by the employer. Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify such loss or damage. Payments received from insurers shall be used for the rectification of such loss or damage.

Nothing in this clause limits the obligations, liabilities or responsibilities of the contractor or the employer, under the other terms of the contract or otherwise. Any amount not insured or not recovered from the insurers shall be borne by the contractor.

16. Force Majeure

16.1 Definition of Force Majeure:

In this Clause, "force majeure " means an event beyond the control of the Employer and the Contractor, which makes it impossible or illegal for a party to perform, including but not limited to:

- (a) act of God;
- (b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;
- (c) rebellion, revolution, insurrection, or military or usurped power, or civil war;
- (d) pandemic, epidemic, contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly;
- (e) riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Sub-contractors currently or formerly engaged on the Works.

If a party considers that it may be affected by Force Majeure, the party shall promptly notify the other party and Engineer of such Force Majeure within 21 days of such occurrence. If

neither party issues any notice regarding the event within 21 days of its occurrence, the said event shall be deemed not to have occurred and the Contract shall continue to have effect as such

16.2 Effect of Force Majeure Event:

Neither the Employer nor the Contractor shall be considered in default or in Majeure Event contractual breach to the extent that performance of obligations is prevented by a Force Majeure event which arises after the date of Notice to Proceed Upon the occurrence of such Force Majeure, the affected party shall endeavor to continue to perform its obligations as far as reasonably practicable.

16.3 Contractor's responsibility:

If affected by such Force Majeure, the Contractor shall promptly notify the Engineer of any proposals for overcoming the consequences of the Force Majeure, including any reasonable alternative means for performance, but shall not carry out these proposals without the consent of the Engineer

16.4 Employer's Responsibility:

If affected by such Force Majeure, the Employer shall promptly notify the Responsible Engineer and the Contractor of any proposals for overcoming the consequences of the Force Majeure

16.5 Payment to Contractor:

If the Works shall suffer loss or damage due to such Force Majeure, the Contractor shall be entitled to have included, in an Interim Payment Certificate, the Cost of work executed in accordance with the Contract.

16.6 Resumption of Work:

The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.

In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the Engineer shall be final and binding. Works that have already been measured shall be paid for by the Employer even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any work that has been measured shall be borne by the Employer.

16.7 Optional Termination, Payment and Release:

Irrespective of any extension of time, if a Force Majeure occurs and it's effect continues for a period of 6 months, after notice has been given under Sub-Clause 16.1, either party may give to the other party a notice of termination of the Contract which shall take effect in 28 days after the notice is given. Unless at the end of 28 days period the effect of the Force Majeure

has ceased, the Contract shall terminate upon that date. Otherwise, the Contract shall remain in effect.

The Contractor shall be paid fully for the work done under the Contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The Employer shall have the option to take over any Plant, and Materials lying at site, at rates provided for in the Contract, failing that, as per rates, which are determined to be fair and reasonable by the Engineer.

16.8 Release from Performance under the Law:

If under the law of the Contract the Employer and the Contractor are released from further performance, the sum payable by the Employer to the Contractor shall be the same as would have been payable under Sub-Clause 16.7, if the Contract had been terminated under that Sub-Clause.

17. Claims, Disputes, Conciliation And Arbitration

17.1 Procedure for Claims:

If the Contractor intends to claim any additional payment under any clause of these Conditions or otherwise, the Contractor shall give notice to the Engineer as soon as possible and in any event within 28 days of the start of the event giving rise to the claim.

The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at any other location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer shall, on receipt of such notice, inspect such records and may instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all such records, and shall (if instructed) submit copies to the Engineer.

Within 28 days of such notice, or such other time as may be agreed by the Engineer, the Contractor shall send to the Engineer an account, giving detailed particulars of the amount and basis of the claim. Where the event giving rise to the claim has a continuing effect, such amount shall be considered as interim. The Contractor shall then, at such intervals as the Engineer may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further particulars. Where interim accounts are sent to the Engineer, the Contractor shall send a final account within 28 days of the end of the effects resulting from the event.

If the Contractor fails to comply with this Sub-Clause, he shall not be entitled to claim any additional payment.

17.2 Payment for Claims:

The Contractor shall be entitled to have included in any Interim Payment Certificate such amount for any claim as the Engineer considers due, after taking approval from the Employer. If the particulars supplied are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment for such part of the claim as has been substantiated.

17.3 No legal action till Dispute Settlement Procedure is Exhausted:

Any and all Disputes shall be settled in accordance with the provisions of Clause 17. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedures set out in Clause 17 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected

17.4 Notice of Dispute:

For the purpose of Sub-Clause 17.5, a Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 60 days after the date of issue of Performance Certificate by the Engineer.

17.5 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 17.6

17.6 In the event of any Dispute between the Parties, either Party may call upon NKZP Engineer, or such other person as the Parties may mutually agree upon (the "Conciliator") to mediate and assist the Parties in arriving at an amicable settlement thereof. Fees of such mediator, if any, shall be borne equally by both parties

17.7 Arbitration:

In case of any dispute or differences arising out of the contract after award of contract, then the same shall be settled amicably between the parties by way of mutual discussion or negotiation. If such dispute or differences are not settled within 60 days from the date of commencement of such discussions or negotiation, then the same can be referred to a Sole Arbitrator under the provisions of the Arbitration and Conciliation Act, 1996. Sole Arbitrator shall be from the Panel of Arbitrators maintained by NKZP. As and when the Arbitration clause is invoked by any of the parties, NKZP shall provide the contractor a panel of not less than four independent arbitrators. The Contractor shall choose one from the Panel so given, and the chosen person shall be appointed as the sole Arbitrator. Seat and Venue of arbitration shall be Bubaneshwar and language of the arbitration procedure shall be English. Award of the Sole Arbitrator shall be final and binding upon the parties.

17.8 Interest On Arbitration Award:

Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.

17.09 Cost of Arbitration:

The cost of arbitration shall be borne by the respective parties as per the award. (The cost shall, inter alia, include the fees of the Arbitrator(s)/institution as per rates fixed from time to time.)

17.10 Jurisdiction of Courts:

Where recourse to a Court is to be made in respect of any matter, the court at Bubaneshwar shall have the exclusive jurisdiction to try all disputes between the parties.

17.11 Suspension of Work on account of Arbitration:

The reference to Conciliation / Arbitration shall proceed not withstanding that the Works shall not then be or be alleged to be complete, provided always that the by reasons of arbitration being conducted during the progress of the Works. Neither party shall be entitled to suspend the work or part of the work to which the dispute relates on account of arbitration and payments to the Contractor shall continue to be made in terms of the Contract.

17.12 Matters finally determined by the Employer:

If the Contractor (s) does/do not prefer his/ their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Employer that the final bill is ready for payment, he/they will be deemed to have waived his/their claims (s) and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims

18. Service of Notices

18.1 Notices to Contractor

- a. All notices to the Contractor, shall be served by post or telex or telefax or email or by hand to the Contractor or his authorized representatives. In case of notices delivered by post, they will be deemed to have been delivered after 7 days of dispatch.
- b. The Contractor shall, on award of the Contract, furnish to the Engineer, the name, designation, address and telephone, telex and telefax numbers and e-mail address of his representative referred to in Clause 4.3

18.2 Notice to Employer and Engineer

All notices to the Employer or Engineer shall be served by post or telex or telefax or email or by delivering by hand to the address nominated for the purpose

18.3 Change of Address

Parties to the Contract may change the nominated address by Employer with a notice to all concerned.

19. Conflict of Interest

19.1 The remuneration of the Tenderer shall constitute the Tenderer's sole remuneration in connection with this Contract or the Services and, the Tenderers shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities

pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Tenderers shall use their best efforts to ensure that any Personnel either of them, similarly shall not receive any such additional remuneration

Neither the Tenderer nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in India which would conflict with the activities assigned to them under this Contract.

The tenderer shall not be one of the following:

- (i) A firm which has been engaged by the Employer to provide consulting services for the preparation related to procurement for or implementation of this project.
- (ii) Any association/affiliation (inclusive of parent firms) of a firm or an organization mentioned in para (i) above.

A Tenderer who lends, or temporarily seconds its personnel to firms or organizations which were engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

20 Miscellaneous

20.1 Site Mobility:

The Contractor shall provide proper Management & supervision of construction work.





REQUEST FOR PROPOSAL FOR

DESIGN & BUILD TUNNEL AQUARIUM AT NANDANKANANA ZOOLOGICAL PARK BHUBANESHWAR, ODISHA

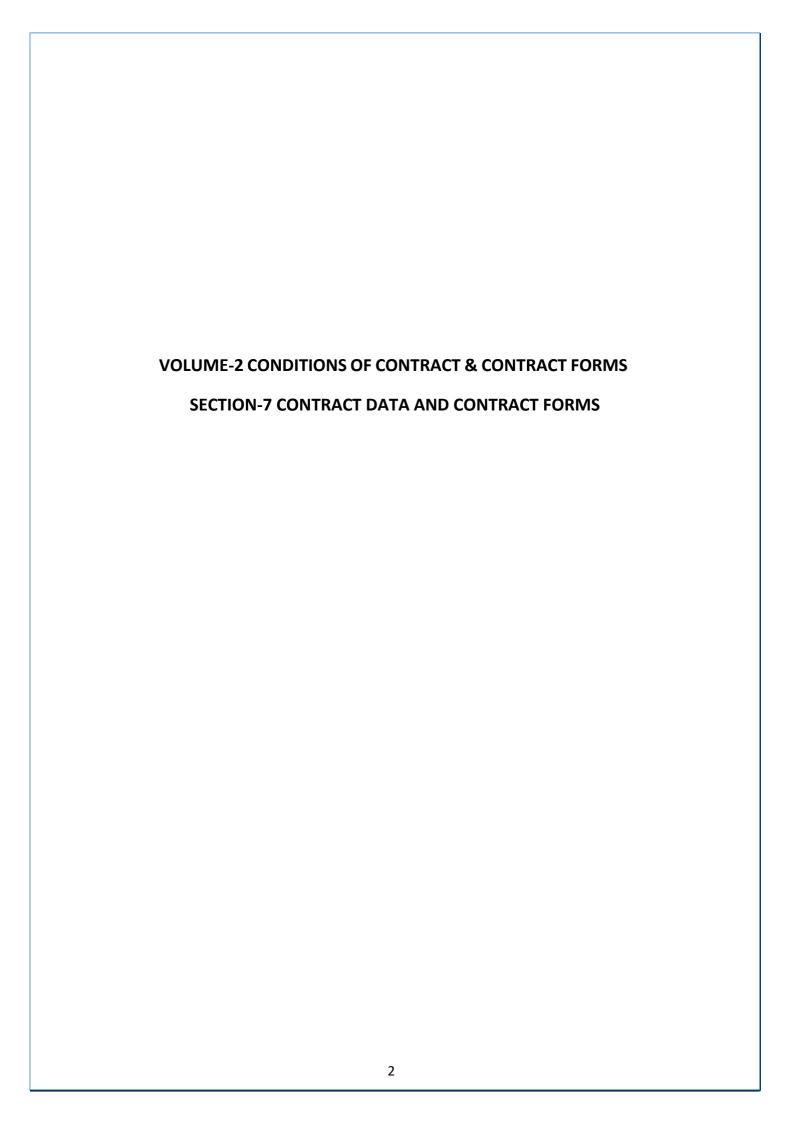


(PROJECT MANAGEMENT UNIT)

TENDER DOCUMENTS

VOLUME - 2 - SECTION – 7
CONTRACT DATA AND CONTRACT FORMS

Nandankanan Zoological Park Bhubaneshwar, 754005, Odisha, India **March 7, 2024**



SI. No	Conditions	Sub-Clause		Data	
1.	As per condition, the documents forming the contract listed in the order of priority: - (a) The Agreement (b) The Pricing Schedule (c) The Letter of Acceptance (d) Corrigenda (If any) (e) Pre-bid Clarification issued by NKZP (If any) (f) Tender document (it to vii below)		NIT ref		
	 i. The General Conditions (GCC) ii. Scope of Works and Terms of Reference iii. Any other document in the tender document 				
2.	Employer's name and Address	GCC	Nandanl	uty Director kanan Zoological Park eshwar, 754005, Odisha	, India
3.	Contractor's name and address	GCC 1.1.2.3	with w	iful Bidder to whom the whom the Agreement be signed subsequently	for Contract
4.	Time for Completion	GCC 1.1.3.2, Annexure-1		of 78 months. The tion is further split as: Phases Design & Build Testing, Trial Runs & Commissioning	Duration 15 months 3 months

SI. No	Conditions	Sub-Clause	Data			
			3	Operation & 60	0 months	
				Maintenance		
					8 months	
5.	Coverning Law	GCC 1.3	A ctc 0	Duration		
6.	Governing Law	GCC 1.3		Laws of Republic of India.		
б.	Ruling Language	GCC 1.3	English		All +	
			D & B Pricing Schedule Type. All taxes,			
			duties, Cess, royalties, levies, fee etc. are to			
			be paid by the contractor including GST.			
			GST shall be paid on the quoted/corrected			
			base value as per GST law in India after			
			submission of appropriate GST invoices with			
			GSTIN of the bidder. GSTIN of Nandankanan			
			Biological Park NKZP - 21AAAGD1705N1ZU			
	Contract Price	GCC 1.1.5.1	(i) The basic price quoted shall be			
			exclusive of GST but including all other			
			applicable taxes, duties, and other			
				narges. GST rate and		
				oplicable shall be shown sep		
				ne financial bid along v		
				SN/SAC code and if exemp	•	
7.				opropriate exemption no ocument.	otification	
/.				ransportation, packing, fo	orwarding	
			` '	stallation, and other charg	O,	
				nall also be included in th	•	
				rice.	ie quoteu	
			-	ontract price will be the to	total nrice	
				uoted inclusive of all ta	•	
			-	clusive of GST.	axes and	
				ne GST amount shall be cald	culated as	
				er the percentage quoted		
			•	nancial bid.		
				case any bidders make ari	rithmetical	
			, ,	rors, quote with a	different	
				ercentage, or omit to quote,		
			-	ill be corrected as per the po		
			applicable against the quoted HSN/SAC			
				the financial bid. In case no		
			<u>'</u>			

Sl. No	Conditions	Sub-Clause	Data
			is provided, the quoted rate shall be
			deemed as inclusive of applicable GST.
			If the total corrected value exceeds the
			total quoted value in the financial bid,
			then the base price will be adjusted so
			as to maintain the originally quoted
			amount inclusive of taxes.
			(vi) The tax liability as per GST Act rests with
			the contractor, ambiguity if any
			regarding the percentage for that
			particular work or Services Accounting
			Code (SAC)/HSN etc. shall be cleared
			before offering of rates.
			(vii) Any liability on account of wrong
			classification of goods or services for
			arriving at taxes will be on the bidder.
			(viii) Quality and Cost based offer will be
			decided based on the overall lowest
			amount calculated with the basic price
			along with GST.
			(ix) Invoice as per GST Act should be
			furnished prior to every running
			account/final bills.
			The GSTIN of Nandankanan Zoological Park-
			NKZP- 21AAAGD1705N1ZU
			GST shall be paid on the quoted/corrected
			base value as per GST law in India after
			submission of appropriate GST invoices with
			GSTIN of the bidder and GSTIN of
			Nandankanan Zoological Park-NKZP-
			21AAAGD1705N1ZU
			Under GST law the contractor shall also
			comply regarding filing of all the returns to
			the GST network/government departments
			within the stipulated time every month or
			such other period as required by the
			Government. If the contractor does not
			comply with any of the GST laws and
			procedures and if NKZP incurs any liability on

SI. No	Conditions	Sub-Clause	Data
			this account or does not get the input credit
			from the GST Network/Government as goods
			and/or service receiver due to the
			contractor's failure to comply with the
			procedures of filing / uploading of
			data/submissions of documents etc. in time
			then all such liability including the input
			credit of the GST lost by NKZP and the
			penalties and interest incurred by NKZP
			would be the liability of the contractor and
			the same shall be recovered either by
			recovery from security deposits / any other
			amount payable by the contractor to NKZP
			or through direct payment. The contractor
			shall submit the copy of latest filed return -
			GSTR1 along with the invoice.
			Mobilization advances not exceeding 10% of
			the tendered value may be given if
			requested by the contractor in writing
	Advance Payment	GCC 11.2	within one month of the order to
			commence the work. In such a case, the
			contractor shall execute a Bank Guarantee
8.			Bond or submit proof of fixed deposit for
0.			equivalent amount from Nationalized Bank
			for full amount of mobilization advance
			before such advance is released.
			Recovery of such advanced of sums against
			above shall be made by deduction from (the
			contractor's bill) the on- account payments
			in suitable percentage
	Provision of site	GCC 1.1.6.7	The site for Design & Build TUNNEL
9.			AQUARIUM at Bhubaneshwar, Odisha, India
			will be permitted to the contractor from the
			date of commencement, as per the work
			program
10.	Authorized Person	GCC1.1.2.8	The Deputy Director, NKZP
	Employer's	GCC	1 ,,
11.	Representative /GC's	1.1.2.9	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	epiesentative /603	1.1.2.5	

SI. No	Conditions	Sub-Clause	Data
	name & address		
12.	Performance Security	GCC 4.2	The contractor shall provide an irrecoverable and unconditional guarantee for an amount equal to 5 % of the Contract price from a bank as per Bidding Form within 14 days from date of agreement.
			The Employer shall return the Performance Security after expiry of the Defect Liability period or the extended defect liability period whichever is applicable.
13.	Requirement of Contractor's design	GCC 5	The contractor shall prepare and submit the detailed design and drawings as per the specifications provided in the bid.
14.	Works Programmer	GCC 1.1.1.21	The contractor shall submit the work program within 14 days of the commencement date
15.	Amount payable due to failure to complete the work within time	GCC 8.5	The contractor shall follow the approved program for execution and shall be completed within the specified completion time. If the Works are not completed within the specified period of completion and/or as per the approved program and/or within the justified extension time, the Contractor shall be liable for delay damages for delay in completion of work at 0.1% of the Contract Value for every week of delay (as specified in Annexure-2) or part thereof. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 1.0% (ten percent) of the Contract Value of work. The amount of compensation may be adjusted or set-off against any sum payable to the' Contractor under this or any other contract with NKZP. In case the contractor fails to make up for the delay in subsequent

SI. No	Conditions	Sub-Clause	Data
			milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.
16.	Defects Notification Period	GCC 10	3 Months from the date of successful testing and commissioning.
17.	Variation Procedure	GCC 12	Prior consent of the Employer is required on any proposed Variation issued for substantial technical modifications, additional cost or extension of time. Such Variation shall be consolidated in a signed Amendment to Contract. The procedure of variation, limit of variations & payments of varied quantity shall be as per clause no.12.4.
18.	Currency of payment	GCC 1.1.5.8	In Indian Rupees ("INR") only.
19.	Rate of interest		Not applicable
20.	Insurances Insurance cover for Contractor's All Risk (CAR) and other requirements as specified by the Engineer		100% of the Total Contract Price
	Periods for submission of insurance: a. evidence of insurance. b. relevant policies	GCC 15	a. 14 days from Commencement Dateb. 42 days from Commencement DateThe requirements of Insurance shall be in line with the Contractual Provisions
21.	Minimum amount of third-party insurance		INR 500000/- (Rupees five lakh) for any one incident with no. of incidents unlimited

Sl. No	Conditions	Sub-Clause	Data
22.	Adjudication	GCC 17	Unless settled amicably, any dispute or difference which arises between the Contractor and the Employer out of or in connection with the Contract, including any valuation or other decision of the Employer, shall be referred by either Party to adjudication.
23.	Arbitration	GCC 17	In case of any dispute or differences arising out of this contract, then the same shall be settled amicably between the parties by way of mutual discussion and negotiation. If such dispute could not be resolved within 30days from the date of commencement of such discussions or negotiations, then the same can be referred to a Sole Arbitrator under the Arbitrationand Conciliation Act, 1996 at the instance of either of the parties. The place of Arbitration shall be Bhubaneshwar, Odisha, India as per GCC/PCC

CONTRACT FORMS

FORM 1: Notification of Award

FORM 2: Agreement

FORM 3: Performance Security
FORM 4: Contractor's Warranty

FORM 5: Indemnity Bond

NOTIFICATION OF AWARD

LETTER OF AWARD

[letter head paper of the Employer]

Date:

To: [name and address of the Contractor]

This is to notify you that your Bid dated [date] for execution of the [name of the Contract and identification number, as given in the Contract Data] for the Accepted Contract Amount [amount in numbers and words] [name of currency], as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our institution

You are requested to furnish the Performance Security or proof of fixed deposit for equivalent sum within 15 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included hereafter - Contract Forms, of the Bidding **Documents**

Authorized Signature:	
Name and Title of Signatory:	
Name of institution:	

Attachment: Agreement

AGREEMENT

This agreement is entered on this, 2024 by and between
Nandankanan Zoological Park-NKBP, a Authority under the Ministry of forest, Government of Odisha incorporated as a company under the provisions of the Companies Act, 1956 and having its registered office at Nandankanan Zoological Park, Baranga, Odisha (hereinafter referred as "NKZP", which the term shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) represented by, on the FIRST PART
AND
(Name of the Successful bidder), a(Constitution of the Successful bidder)
, incorporated under the provisions of and having its registered office at
(hereinafter referred as "Contractor", which the term shall unless otherwise
repugnant to the context shall mean and include all its successors and permitted assigns)
represented by, on the SECOND PART
For the purpose of this agreement, both NKZP and the Contractor are collectively called Parties and individually as Party Whereas:
NIVZD has floated a Danvest for angular for the world "Danier O Daily of Associates at
NKZP has floated a Request for proposal for the work, "Design & Build of Aquarium at
Bhubaneshwar, Odisha,
vide Tender Nodated(hereinafter referred as "Said Tender")
and the Contractor turned out to be the successful bidder in the said tender.
NKZP in consideration of the bid documents submitted by the Contractor has accepted the
bid of the Contracted and issued the Letter of Award vide letter datedawarding
the said tender to the Contractor for the execution and completion of the works as specified
in the tender and remedying any defects therein (hereinafter referred as "Work") for a sum
of RsOnly/-) (hereinafter referred as "contract
price")

In compliance with the tender condition as well as the Letter of Award, the Parties do hereby reduced their understandings into this agreement.

NOW THIS AGREEMENT WITNESSTH HEREIN AS FOLLOWS

1.	In this agreement, words and expressions shall have the same meaning as are
	respectively assigned to them in the contract documents referred to.
2.	Tenure: This agreement shall be deemed to have been commenced fromand
	be valid for a period ofyears till
3.	That, several documents as mentioned herein below which form part of this
	agreement shall be read mutually supplementary and explanatory to each other. That,
	unless otherwise expressly provided elsewhere in this agreement in the event of any
	conflict, discrepancy or ambiguity between them, the priority of documents shall be
	in the order.
	(a) The Agreement
	(b) The Pricing Document
	(c) The Letter of Acceptance
	(d) Corrigenda (If any)
	(e) Pre-bid Clarification issued by NKZP (If any)
	(f) Tender document (i to x below)
	i. Special Conditions of Contract (SCC)
	ii. The General Conditions (GCC)
	iii. Scope of Works and Terms of Reference
	iv. The Technical Specifications
	v. The QSHE Manual
	vi. EMP
4.	vii QSHE Any other document in the tender document that, in consideration of the payment to
	be made by NKZP to the Contractor as specified hereinabove, the contractor has
	agreed to execute and complete the work within the tenure of this agreement in strict
	compliance of the terms and conditions of this agreement.
5.	
•	Only) by way of a Bank Guarantee or proof of fixed deposit for
	· · · · · · · · · · · · · · · · · · ·
	equivalent amount, dated and duly issued by the Bank of
	<u> </u>

- 6. That, NKZP do hereby covenants to pay the Contractor in consideration of the execution and completions of the Work, the contract price or any other sums as agreed under this agreement as may become payable under the provisions of this agreement at the time and manner as prescribed under Annexure-1 of this Agreement.
- 7. Notices: Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

In case of NKZP	In case of Contractor

8. Dispute Resolution Mechanism:

- a. **Arbitration:** In case of any dispute or differences arising out of this agreement shall be settled amicably between the parties by way of mutual discussion or negotiation. If such dispute or differences could not be resolved within 30 days from the date of commencement of such discussions or negotiation, then the same shall be referred to a Sole Arbitrator (to be appointed by NKZP) under the provisions of the Arbitration and Conciliation Act, 1996. Seat of Arbitration shall be Bhubaneshwar. Language of the arbitration proceedings shall be English. Award of the Sole Arbitrator shall be final and binding upon the parties.
- b. **Jurisdiction:** Subject to above mentioned arbitration clause, any dispute or differences arising out of this agreement shall fall under the exclusive jurisdiction of the courts at Bhubaneshwar.

IN WITNESS WHEREOF the parties hereto have caused their respective Common sign and Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For Nandankanan Zoological Park-NKBP	For(Name of the Contractor)
Authorized Signatory	Authorized Signatory

Witnesses:

1.

2.

PERFORMANCE SECURITY

Beneficiary:	[insert name and address of
PEA]	
Date of Issue:	[insert date]
PERFORMANCE SECURITY No.:	[insert security reference
number]	
Guarantor[insert name and address of place	ce of issue, unless indicated in the
letterhead]	
We have been informed that[insert name a	and address of Contractor, which in the
case of a joint venture shall be the name and address	of the joint venture] (hereinafter called
"the Contractor") has entered into Contract No	[insert reference number of the
Design & Build TUNNEL AQUARIUM at Bhubaneshwa	ar, Odisha" [insert object of the
Contract and brief description of the contractual conte	ent] (hereinafter called "the Contract").
Furthermore, we understand that, according to the co	onditions of the Contract, a
performance security is required for[insert pe	ercentage in words and figures] ²⁷
percent of the Contract price.	
Waiving all objections and defenses, we, as Guarantor	r, hereby irrevocably and independently
undertake to pay the Beneficiary, any sum or sums	not exceeding in total an amount of
[insert security amount and currency in words	s and figures] upon receipt by us of the
Beneficiary's first demand, supported by the Beneficia	ary's statement, whether in the demand
itself or a separate signed document accompanying	or identifying the demand, stating that
the Contractor is in breach of its obligation(s) under	the Contract, without the Beneficiary
needing to prove or to show grounds for the demand	or the sum specified therein.
[For guarantees issued in foreign currency insert the f	following:
In the event of any claim under this guarantee, payme	ent shall be effected, for the account of
[Insert name of the Beneficiary and the Bene	eficiary's country].
[For guarantees issued in local currency insert the following	owing:

In the event of any claim under this guarantee, payment shall be effected to [insert the account of the Beneficiary on which payments are to be made], for the account of [insert name of the Beneficiary and the Beneficiary's country]. In the event that any amount to be paid under this guarantee, payments shall be remitted to a special account of the Beneficiary in the country of the Beneficiary.

This security shall expire not later than [insert expiry date]²⁸. By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

[As preferred option regarding guarantee rules insert: This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.]

[In the case the issuing bank will not add the preferred option, insert: This guarantee is governed by the law of [Insert country of jurisdiction where the bank's branch issuing the guarantee is physically located].

Place, date

Guarantor's authorised signature(s)

CONTRACTOR'S WARRANTY

(As Applicable)

THIS V	WARRANTY is made the	day of	BY	("the Contract	or")
To Nar	ndankanan Zoological Park toş	gether with i	s successors a	nd assigns, ("the Em	ıployer")
WHER	REAS				
A.	By a Contract for	of Nand	ankanan Zoolo	gical Park Contract	: No: ("the
	Contract") made between (1	.) Nandankar	nan Zoological I	Park (the "Employe	r") and (2)
	(the "Contra	ctor"), the C	ontractor has	agreed to execute,	complete,
	test and commission (include	ling Integrate	ed Testing and	Commissioning) a	nd remedy
	any defects in the works ("t	he Works")	upon the term	s and conditions co	ntained in
	the Contract.				
В.	At the request of the Emp	loyer and p	ursuant to the	e terms of the Cor	ntract, the
	Contractor has agreed to pro	ovide this Wa	arranty.		
NOW	IT IS AGREED AS FOLLOWS:				
1.	The Contractor hereby warra	ants and und	ertakes that:		
	a. The Contractor will	execute, c	omplete, test	and commission	(including

accordance with the terms of the Contract; and

performance of its duties under the Contract; and

Integrated Testing and Commissioning) and remedy any defect in the Works in

b. The Contractor owes a duty of care to the Employer in relation to the

- c. The Contractor will rectify or replace free of cost to the Employer any defect or failure of equipment provided in the Works for a period of 3 months from the date of taking over of section of the Works; and
- d. The Contractor shall maintain the manufacture & supply of spares (including those of its Sub-Contractors / vendors) for the equipment supplied in the Contract-work for at least 3 years from the date of Completion of the Contract; and
- e. The Contractor has exercised and will continue to exercise in execution of the Works all the skill and care to be expected of a professionally qualified and competent experienced in work of similar nature and scope as the Works; and
- f. The Works will, when completed, comply in all respects with the Employer's Requirements, the Contractor's Proposals, for the intended use of the Works; and
- g. The Works have been executed to the highest standards available using nationally/internationally proven up-to-date good practice; and
- h. The Works will, when completed, comply with enactments and regulations relevant to the Works; and
- No Materials generally known to be deleterious or not in accordance with good engineering practice have been or will be specified or selected or incorporated in the Works by the Contractor.
- 2. Insofar as the copyright or other intellectual property rights in any plans, calculations, drawings, documents, materials, plant, know-how and other information relating to the Works shall be vested in the Contractor, the Contractor grants to the Employer its successors and assigns a royalty free, non-exclusive and irrevocable licence (carrying the right to grant sub-licences) to use and reproduce any of the works, inventions or other information incorporated and referred to in such documents or materials and any such know-how and information for all purposes relating to the Works of the Nandankanan Zoological Park including without limitation the manufacture, installation, completion, testing and commissioning (including Integrated Testing and Commissioning) reinstatement, extension and the remedy of any defect in the Works. To the extent that beneficial ownership of any such copyright or other intellectual

property rights is vested in anyone other than the Contractor, the Contractor, shall use best endeavors to procure that the beneficial owner thereof shall grant a like licence to the Employer. For the avoidance of doubt, any such licence granted shall not be determined if the Contractor, shall for any reason cease to be employed in connection with the Works.

- 3. The provisions of this Warranty shall be without prejudice to and shall not be deemed or construed so as to limit or exclude any rights or remedies which the Employer may have against the Contractor, whether in tort or otherwise.
- 4. Nothing contained in this Warranty shall vary or affect the Contractor's rights and obligations under the Contract.
- 5. The address for service of all documents arising out of or in connection with this Warranty shall be:

a.	Upon the Employer at:	
b.	Upon the Contractor at [Location]	India.

- 6. The Employer and the Contractor may change their respective nominated addresses to another address in India but only by prior written notice to each other. All notices must be in writing.
- 7. This Warranty shall be governed by and construed according to the laws for the time being in force in India.
 - a. Any dispute or difference of any kind whatsoever between the Employer and the Contractor arising under out of or in connection with this Warranty shall be referred to arbitration in accordance with the provisions relating to 'Conciliation and Arbitration' as set out in the General Conditions of Contract. "Dispute" as defined in the Contract shall be deemed to include any such dispute or difference between the Employer and Contractor.
 - b. In the event that the Employer is of the opinion that the issues in such a dispute or difference will or may touch upon or concern a dispute or difference arising under out of or in connection with the Contract ("the Contract Dispute") then provided that an arbitrator has not already been appointed pursuant to Clause 9(1), the Employer may by notice in writing to the Contractor require and the

Contractor shall be deemed to have consented to the referral of such dispute or difference to the arbitrator to whom the Contract Dispute has been or will be referred.

- c. Save as expressly otherwise provided, the arbitrator shall have full power to open up, review and revise any decision, opinion, instruction, notice, order, direction, withholding of approval or consent, determination, certificate, statement of objections relating to the dispute.
- d. Subject to the foregoing provisions of this clause 9, the Employer and the Contractor agree to submit to the exclusive jurisdiction of the Courts of India at Bhubaneshwar, Odisha, India.

IN WITNESS whereof this Warranty has been executed as a deed on the date written at the $$
head hereof.
Name:
Designation:
Date of Board resolution authorizing executant to execute this undertaking
Place:

INDEMNITY BOND

THIS INDENTURE made onbetween(hereinafter called the Contractor) which
expression shall where the context do admits or implies be deemed to include its executors,
administrators and assigns of the one part and the Nandankanan Biological Park. (hereinafter
called NKZP) of the other part.
WHEREAS by the agreement (LOA No dated) (hereinafter called the said
agreement) the contractor has agreed to "" and whereas
the contractor has applied to the NKZP that they may be allowed advance on the security of
materials absolutely belonging to them and brought by them to the site of the works covered
under the project of the said agreement for use in the construction of such of the work as
they have under taken to execute at rates fixed for the finished work (inclusive of the cost of
materials and labour and other charges).
AND WHEREAS the NKZP has agreed to make stage payment to the contractor the total sum
of Rs(Rupeesonly) for stage payment Bill. The quantities and other
particulars of which are detailed in this bill for the said works signed by the Contractor on
"" and NKZP has reserved to itself option of making any further advances till date
on the security of other materials brought by the contractor to site of the said work.
NOW THIS INDENTURE WITNESS that in pursuance of the said agreement and its
consideration of the sum of Rs (Rupeesonly) on or before the
execution of these present amount paid to the contractor by the NKZP (the receipt where of
the contractor) both hereby acknowledge and of such further Stage payment, if any, as may
be made to him so aforesaid to the contractor do the covenant and agreed with the NKZP and
declare as follows:
1. That the said sum of Rs (Rupeesonly) so Stage Payment by
the NKZP to the contractors as aforesaid and all or any further sum or sum's advanced

said works and for no other purpose whatsoever.

as aforesaid shall be employed by the contractor in or towards the execution of the

- 2. That the Stage Payment detailed in the said running account bill which have been offered to and accepted by the NKZP as security are absolutely the contractor's own property and free from encumbrances of any kind and the contractor's shall not make any application for or receive any further payments on the security of work executed which are not absolutely his own property and free from encumbrances of any kind the Contractor indemnifies the NKZP against all claims on any materials in respect of which any Stage Payment has been made to him as aforesaid.
- 3. That the Stage Payment detailed in the said running account bill and all other stage payments on the security of which further payments or Stage Payment any hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the contractor solely in the execution of the said works in accordance with the directions of the Engineer / NKZP and in the terms of the said agreement.
- 4. That the contractor shall be fully liable for the materials/components and shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks including, acts of the God of the said materials/components and provide on approved insurance in favour of NKZP that until used in construction as aforesaid the said materials shall remain at the site of said works in the contractor's custody and on his own responsibility and shall at the time be open to inspection by the Engineer /NKZP. This insurance will be valid for a period until this material is approved and fixed in the building or advance has been fully recovered from contractor.
- 5. That the said materials/components shall not on any account be removed/shifted from the site of the works except with the written permission of the Engineer NKZP.
- 6. That issue of any Stage Payment excess of what is finally required to be used at site would be the contractor's property without any liability on NKZP., who would recover the cost of this from the contractor.
- 7. That the contractor hereby charges all the said materials components with the repayment to the NKZP of the said sum of Rs. ------ (Rupees -------only) and any further sum or sums advanced as aforesaid and all cost charges. Damages and expenses payable under these presents provided always and it is hereby agreed and declared that not with power contained therein, if any, whenever the convenient for

payment, and repayment herein before contained shall become enforceable and the money owned shall not be paid in accordance therewith, the NKZP., may at any time thereafter adopt all or any of the following courses as he may deem best.

- a) That if the contractor shall at any time not be able to complete any part of the Component / equipment as per provision in Agreement it shall be considered as the work being left incomplete by the contractor and action as per the conditions of the contract shall be taken.
- b) Deduct all or any of the money owning out of the performance security or any sum due to the contractor under the said agreement.

That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail.

This widening shall be co-extensive to the agreement dated between Nandankanan
Biological Park, (Client) and(Contractor).
IN WITNESS where of the said contractor and by the order under the direction of NKZP has
here set their respective hands the day and years first above written.
Signed, Sealed & Delivered by the said Contractor:
IN THE PRESENCE OF: WITNESS:
1. NAME: Signature:
SIGNED BY (ADDRESS)
BY THE ORDER AND DIRECTION OF THE NKZP IN THE PRESENCE OF:
SIGNATURE: WITNESS
(NAME AND ADDRESS)

END.



REQUEST FOR PROPOSAL FOR DESIGN & BUILD TUNNEL AQUARIUM AT NANDANKANANA ZOOLOGICAL PARK BHUBANESHWAR, ODISHA

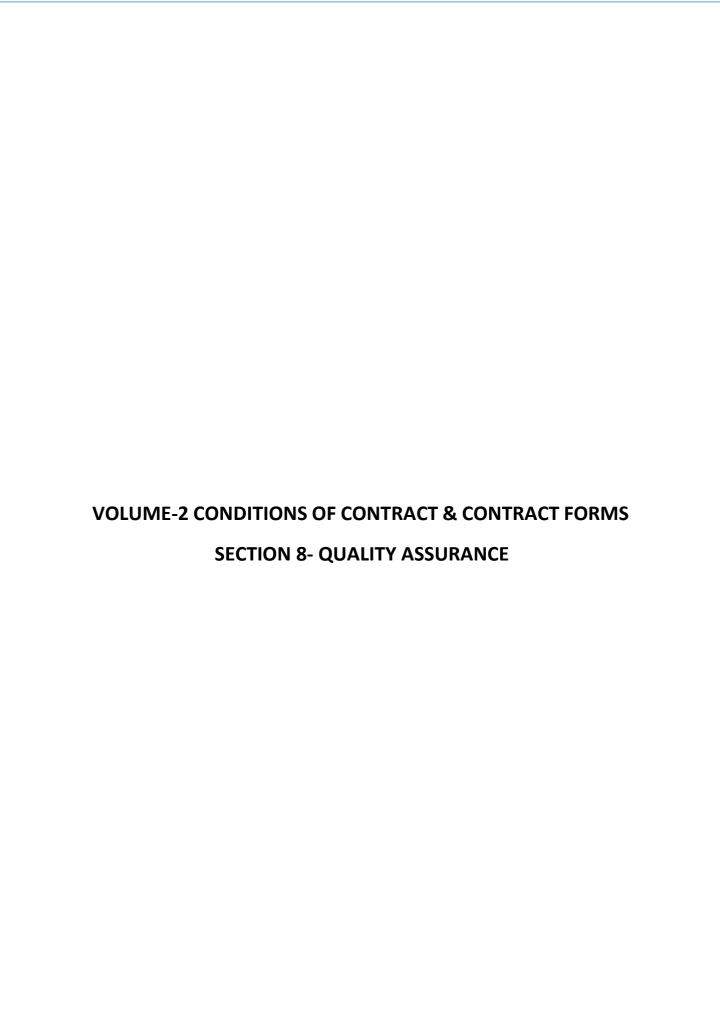


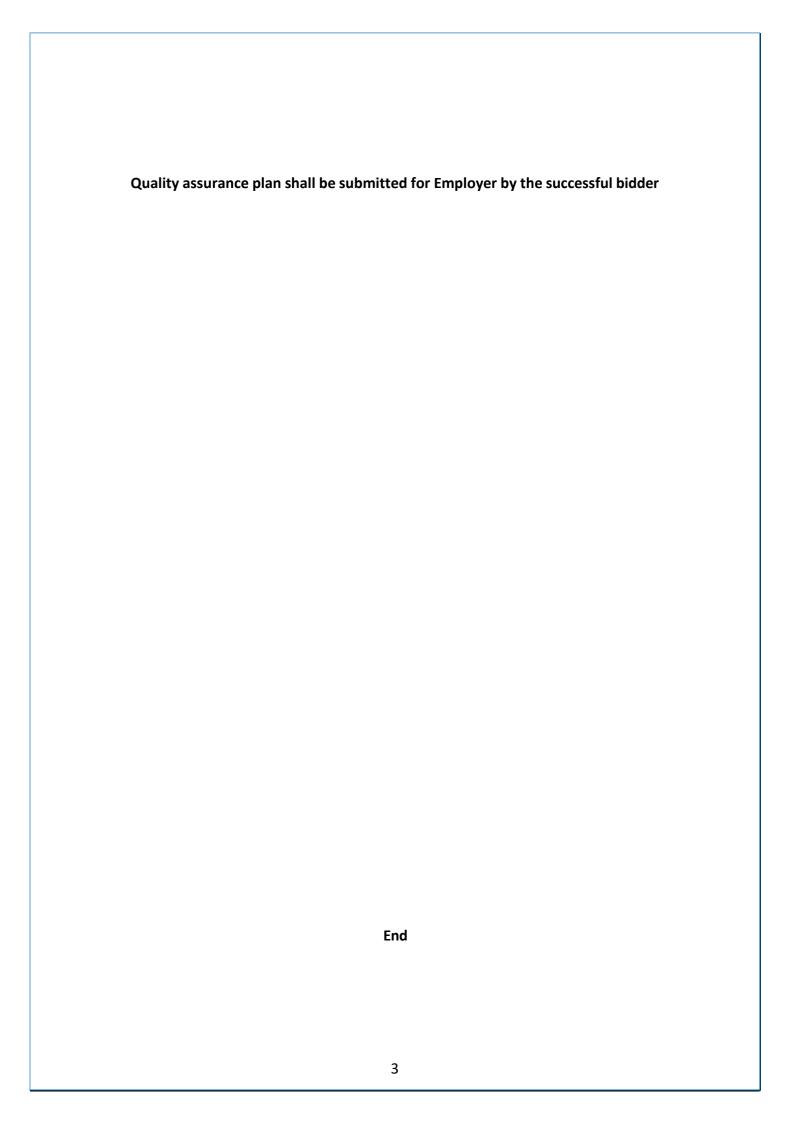
(PROJECT MANAGEMENT UNIT)

TENDER DOCUMENTS
VOLUME - 2 - SECTION 8

QUALITY ASSURANCE

Nandankanan Biological Park Bhubaneshwar, 754005, Odisha, India **March 7, 2024**







REQUEST FOR PROPOSAL FOR DESIGN & BUILD TUNNEL AQUARIUM AT NANDANKANANA ZOOLOGICAL PARK BHUBANESHWAR, ODISHA

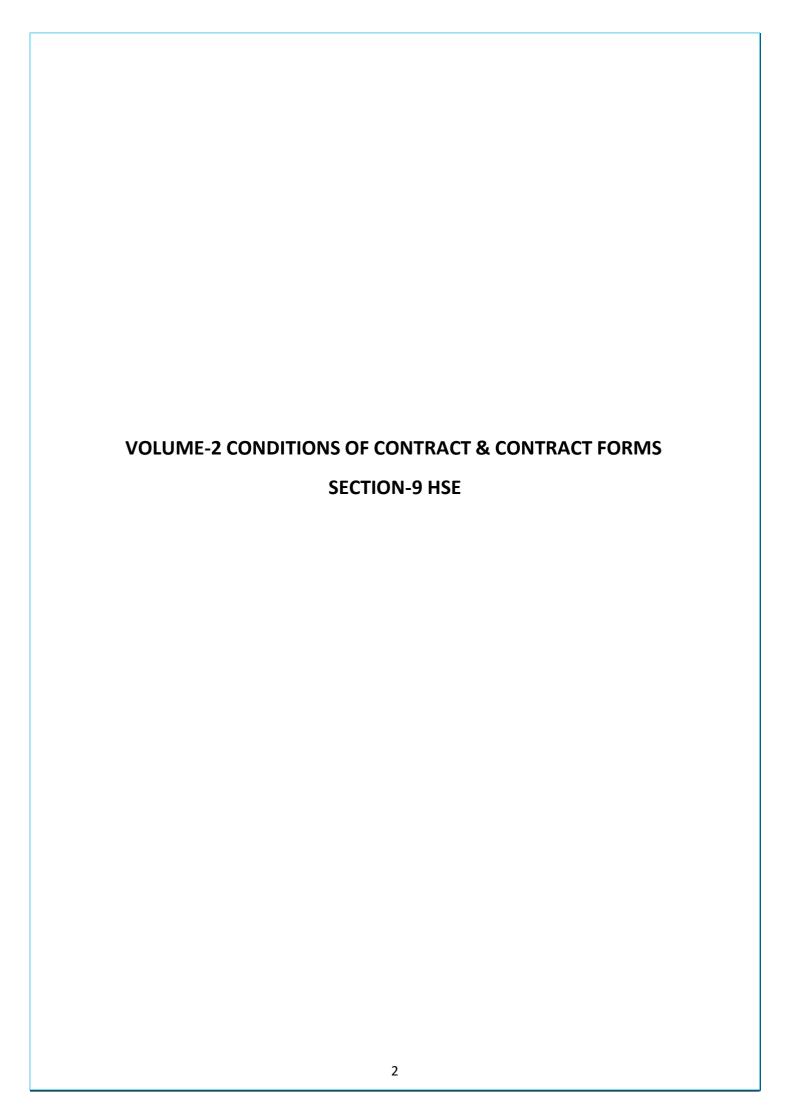


(PROJECT MANAGEMENT UNIT) TENDER DOCUMENTS

VOLUME - 2 - SECTION - 9

HEALTH, SAFETY & ENVIRONMENT

Nandankanan Zoological Park Bhubaneshwar, 754005, Odisha, India **March 7, 2024**



1 INTRODUCTION

This manual is for an effective and efficient Health Safety Management Plan for the implementation of TUNNEL AQUARIUM Project.

The objectives of this document are:

- Ensuring that HSE risks associated with project activities are minimized in line with relevant legislation, codes, and standards of the country.
- Complying with statutory requirements with regard to Health, Safety and Environmental issues as specified in the Contract.
- Complying with HSE requirements in the Health and Safety, and Environmental Management System documentation.

2 INTENT OF THE SPECIFICATION

The intent of this specification is to provide services for execution of the project according to most modern and proven techniques and codes.

3 GENERAL SERVICES TO BE RENDERED BY THE BIDDER

Providing support services for the contractor's erection staff e.g., construction of site offices, temporary stores, residential accommodation and transport to work site for erection personnel,watch and ward for security and safety of the materials under the Contractor's custody etc. as required.

4 GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS)

Except where otherwise specified, the plant/ equipment shall comply with the appropriate Indian Standard or accepted Standard Specification/ Technical requirements Employer/Engineer as mentioned elsewhere in contract specifications, each incorporating the latest revisions at the time of tendering.

5 OBLIGATIONS OF CONTRACTOR

Access to the Site which includes disposal sites, and all of the Contractors works shall be subject to compliance with NKZP established guidelines and applicable local authorities' rules and regulations.

6 MATERIAL HANDLING, STORAGE & PRESERVATION

All the equipment/materials furnished under this contract shall be received from the project stores, sheds / storage yards and transported to preassembly area / erection site and stored in the storage spaces in a manner so that they are easily retrievable till the

contractor erects them. While drawing/lifting material from Employer's stores, the contractor shall ensure that the balance / other materials are stacked back immediately.

7 SAFETY AND CLEANLINESS

The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per discretion of Employer or its authorised officials/Engineer (Site Construction Manager) to prevent loss of human lives, injuries, to personnel engaged and damage to property. Before commencing the work, the contractor shall submit a Safety Plan tothe above authorised Employer's official/Engineer and obtain approval on the same. The safety plan shall indicate in detail the measures that would be taken by the contractor to ensure safety of men, equipment, materials, and environment during execution of the work. This will also include an organization structure, role and responsibilities of the concerned key personnel, the safety practices that will be followed, PPEs deployed, plan for handling critical activities and emergencies.

8 NON-COMPLIANCE

Nonconformity of safety rules and safety appliances will be viewed seriously, and employer has right to impose fines on the contractor as under for every instance of violation noticed.

9 ENVIRONMENTAL GUIDELINES ON DEMOLITION WORKS

The Contractor shall consider the following points for the demolition works:

The demolition should be carried out in such a way so as to cause minimum disturbance to the surrounding environment. The demolition process should be in accordance with the requirements and to the satisfaction of all relevant authorities. Existing natural drains and watercourses on or in the vicinity of the site shall not be tampered with.

END.



REQUEST FOR PROPOSAL DESIGN & BUILD TUNNEL AQUARIUM AT NANDANKANANA ZOOLOGICAL PARK BHUBANESHWAR, ODISHA



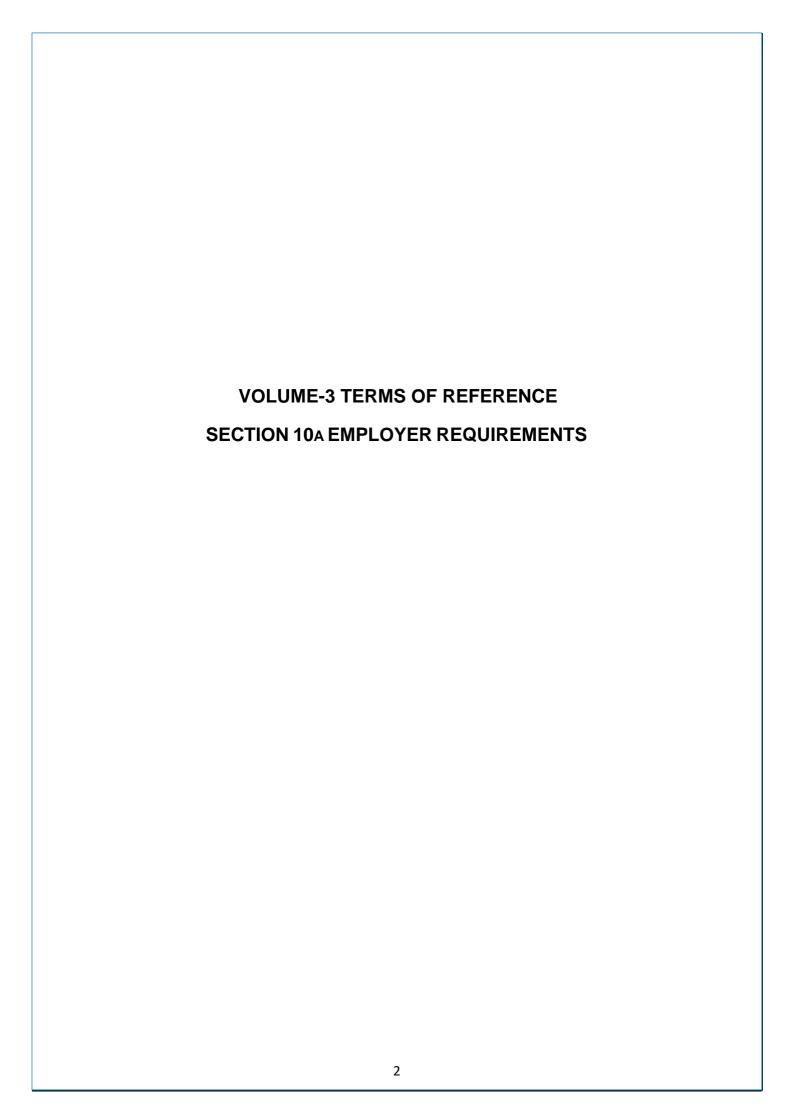
(PROJECT MANAGEMENT UNIT)

TENDER DOCUMENTS

VOLUME 3 – SECTION 10A

TERMS OF REFERENCE

Nandankanan Zoological Park Bhubaneshwar, 754005, Odisha, India **March 7, 2024**



TERMS OF REFERENCE (TOR)

INTRODUCTION:

Nandankanan Zoological Park is a 437-hectare (1,080-acre) zoo and botanical garden in Bhubaneswar, Odisha, India. Established in 1960, it was opened to the public in 1979 and became the first zoo in India to join World Association of Zoos and Aquariums (WAZA) in 2009. It also contains a botanical garden and part of it has been declared a sanctuary. Nandankanan, literally meaning "The Garden of Heaven", is located near the capital city, Bhubaneswar, in the environs of the Chandaka Forest, and includes the 134-acre (54 ha) Kanjia lake. A major upgrade was done in 2000 (after the damage caused by the super-cyclone of 1999 in coastal Odisha). More than 2.6 million visitors visit Nandankanan every year.

Nandankanan Zoological Park has taken various measures to connect its activities with the Government's worldclass vision under the 5T plan, including the addition of a New "Tunnel Aquarium". This Tunnel Aquarium shall be established under "Design & Build" model. It is envisaged to develop TUNNEL AQUARIUM to provide visitors an innovative and immersive experience. An extent of 0.5 acres of land has been allotted for this project.

1. BACKGROUND:

Nandankanan Zoological Park is the only large Zoo of Odisha and one among the premier Zoos in India. Established in 1960, the Zoo is nationally recognized for its appreciable efforts for conservation breeding, conservation education and research. Presently the Zoo houses 4053 number of animals belonging to 161 species. Annual visitor's footfall to the park is around 3.3 million. Now, Government of Odisha intends to develop the animal housing facilities, Tunnel Aquarium and visitor facilities in the zoo to international standards so as to make the zoo world class. A master plan in the regard has already been prepared.

2. OBJECTIVE:

Nandankanan Zoological Park Propose to develop a Tunnel Aquarium in Design & Build mode and carry out subsequently Operation & Maintenance.

NKZP (here referred to as the Authority) intends to engage a reputed firm/agency having experience in Design and Build type of projects of Aquarium including subsequent Operation & Maintenance Management capabilities. The agency should have required qualifications, technical background, team strength, appropriate registrations and who meet Prequalification criteria set out in this document.

The project shall at the minimum comprise the following components:

- Tunnel with variety of aquatic species including, individual exhibits, individual aquascape, theming for different water environment including quarantine, store, feed, consumables, offices, etc.,
- No of Fresh Water/Brackish Water and Marine/Saline Water species including fishes and other marine creatures of ornamental fishes
- Ensure sufficient no of exhibits with a mix of box-type, flat curved acrylic tanks
- The entire survey, design, procurement, installation, development and initiation of commercial operations of all the facilities specified shall be completed in a single phase within 18 months from the Agreement Date.
- All developments shall be as per applicable standards/ regulations/stipulations of Local, State &
 Central Government applicable for the site
- The Developer shall be responsible for operation and maintenance of the Facilities and Infrastructure during the project period

- The project shall reflect best industry standards and quality and ensure safety of its visitors as well as the marine life; and shall follow appropriate regulations related to the development and operations of such facilities.
- Quarantine support for the management of the above facility
- Life support systems for operating the above facility

3. DETAILED SCOPE OF WORKS:

The proposed Aquarium shall be built over 0.5 acres of land earmarked within the existing Zoo premises. This Design & Build bid is for Tunnel Aquarium Project that contemplates exhibiting exotic species of aquatic animals using innovative design and engineering at par with best industry standards.

The proposed aquarium must have "Tunnel" viewing experience in addition to other individual exhibits with appropriate aquascape / theming for Fresh, Brackish and Marine water environments chosen as appropriately. All facilities such as the quarantine, laboratory, feed storage and feed preparation, Dive equipment and husbandry consumable storages, aquarium maintenance offices...etc., as necessary for complete and effective functioning of the proposed aquarium

Tunnel Aquarium:

The proposed Aquarium shall be of modern Aquarium to give the visitors a truly World Class experience.

Overall Project Data:

Land Area : 0.5 Acre
Built Up Area (BUA) : 3,500 Sqm
Duration : 18 Months
Design & Approval : 3 Months
Construction : 12 Months
Commissioning & Start-Up : 3 Months

The Design & Build will be carried in single phase.

1) Project Development:

The Entire Project Development shall be carried out in Design & Build model

2) DEPC (Design, Engineering, Procurement, Construction):

General Construction, testing & commissioning of Civil, Substructure, Superstructure, Architectural Finishes, Interior and Exterior Works, building MEP, Aquarium Specialist works MEP, HVAC, Firefighting & Fire Alarm and BMS works including temporary quarantine building and installation of all specialist works.

3) Operation & Maintenance of Aquarium:

The successful bidder upon completion of construction and commissioning, shall operate and maintain the Aquarium for 5 years extendable for another 3 years by mutual agreement.

4) Deliverables:

The successful bidder upon completion of construction and commissioning, shall operate and maintain the Aquarium for 5 years extendable for another 3 years by mutual agreement.

Stage-1: Conceptual Design & Approval:

- a) Preparation of inception report containing design brief with overall space planning in the form of site lay out plans, drawings, sketches, models or combination thereof whichever is appropriate to communicate the concept and making presentation before the Competent Authority in Nandankanan Zoological Park for approval of the same.
- b) Provide necessary clarifications as compliance requirement for obtaining necessary approvals.
- c) All necessary designs/ drawings for obtaining required approvals.

Stage-2: Preparation of Working Drawings:

a) Preparation of detailed design report, working drawings, detailed schedule of quantity, detailed schedule of specifications and detailed structural design.

Stage-3: Construction Stage:

- a) Preparation of working drawings, "good for construction" drawings and details for proper execution of works during construction
- b) Render advice on suitability of various samples of materials, if required,
- c) provide clarification /decisions, verification of quality of the work, co-ordinate/attend conferences/ review meetings as and when requested,
- d) Review and certify stages of works, preparation and submission of monthly progress reports,
- e) Documentation of various stages of works,

Stage-4: Post Construction Stage:

a) Commissioning & start up

Stage-5: Operation & Maintenance

4. PROJECT MILESTONES:

Phase 1

SI No	Stages	Particulars	Duration
1	Stage 1	Preparation of concept Design and its approval	1 month
2	_	Preparation of Preliminary Design & Drawings and getting necessary approvals	1 month
3	Stage 3	Preparation of Working Drawings etc.	1 month
4	Stage 4	Construction Stage	12 months
5	Stage 5	Testing, Trial Runs & Commissioning Stage (after completion of work).	3 months

Phase 2

SI No	Stages	Particulars	Duration
6	Stage 6	Operation & Maintenance	60 months

5. PAYMENT SCHEDULE:

A. For Design & Construction Phase:

1. Preparation of concept design and its approval	:	5 %
2. Preparation of preliminary design drawings and its approval	:	5 %
3. General Construction: (Stage payment, paid progressively against	st	
monthly RA bills)		
a. Upon Completion of Mass Excavation	:	10 %
b. Upon completion Building RCC works	:	10 %
c. Upon completion all balance works including MEP, HVAC, FF	:	10 %
4. Aquarium Specialist works:		
a. On Placement of order with Manufacturer - Acrylic	:	25 %
b. On Placement of order with Manufacturer – LSS equipment	:	25 %
c. On Start of Theming installation at site	:	5 %
5. Upon completion of Testing & Commissioning for inauguration	:	5 %

B. For O&M Phase:

O & M fee shall be paid monthly in an equated monthly instalment of yearly fees:

a. For Year -1: 1/12th of Annual price / Month
 b. For Year -2: 1/12th of Annual price / Month
 c. For Year -3: 1/12th of Annual price / Month
 d. For Year -4: 1/12th of Annual price / Month
 e. For Year -5: 1/12th of Annual price / Month

6. SUPPORT BY THE AUTHORITY TO CLIENT:

The competent authority provides detailed site identified for the new tunnel aquarium, including dimensions, topography, access points, and any restrictions or constraints that may impact the design and construction. Additionally, information on local regulations, permits, and approvals required for the construction and operation of the aquarium to ensure compliance with all legal requirements/documents.

7. REVIEW MEETINGS:

The Authority may evaluate any or all of the documents with the Consultant, as well as the status of the works through field inspection and monthly review meetings. The Consultant must promptly show up for the meeting with the relevant documentation. The authority will set the timeline for the review meeting, which the consultant must adhere to.

END



REQUEST FOR PROPOSAL DESIGN & BUILD TUNNEL AQUARIUM AT NANDANKANANA ZOOLOGICAL PARK BHUBANESHWAR, ODISHA



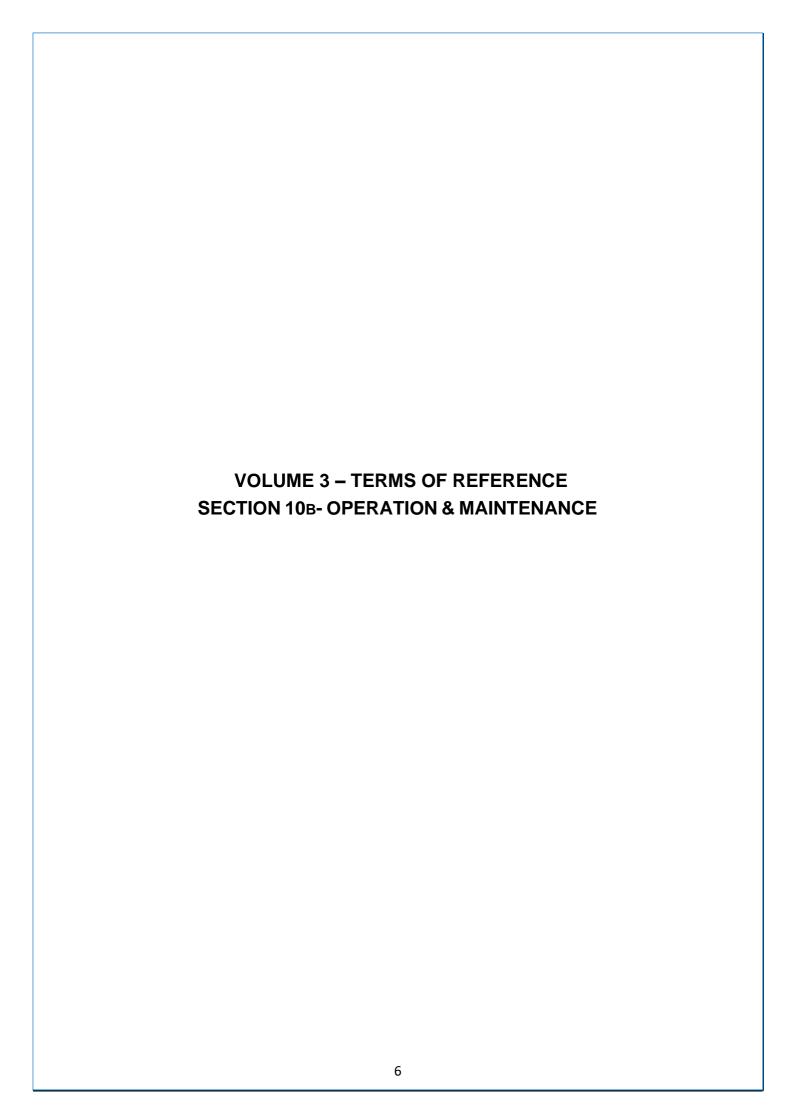
(PROJECT MANAGEMENT UNIT)

TENDER DOCUMENTS

VOLUME 3 – SECTION 10B

TERMS OF REFERENCE

Nandankanan Biological Park Bhubaneshwar, 754005, Odisha, India **March 7, 2024**



Operation & Maintenance of	
Operation & Maintenance of	
TUNNEL AQUARIUM	
Successful Bidder shall submit a higher level O&M Manual.	
END.	
7	



DESIGN & BUILD TUNNEL AQUARIUM AT NANDANKANANA ZOOLOGICAL PARK BHUBANESHWAR, ODISHA

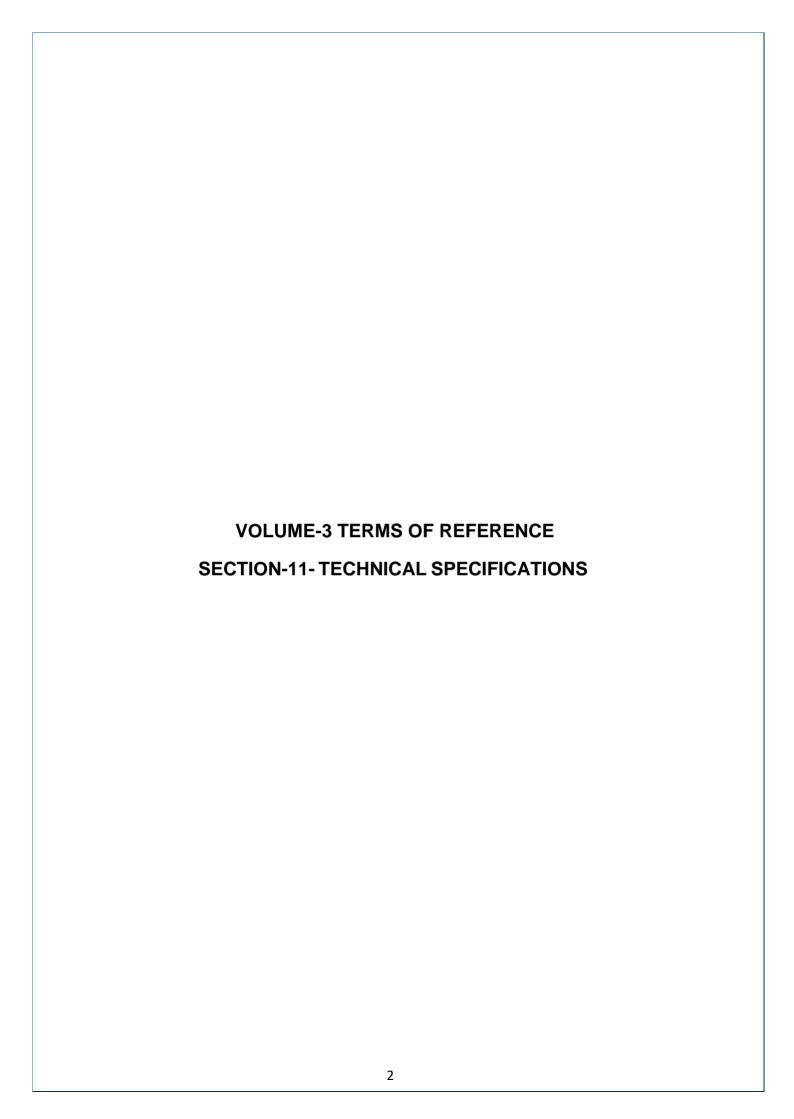


(PROJECT MANAGEMENT UNIT)

TENDER DOCUMENTS
VOLUME 3 – SECTION 11

TERMS OF REFERENCE

Nandankanan Biological Park Bhubaneshwar, 754005, Odisha, India **March 7, 2024**



TECHNICAL SPECFICATIONS-TUNNEL AQUARIUM

11. GENERAL SPECIFICATIONS

The applicable Specifications of OPWD/CPWD BIS shall be strictly followed for carrying out different items of the work.

A) Applicable List of IS Codes: The specifications, standards and codes listed below are considered to be part of this Bid specification. All standards, specifications, codes of practices referred to herein shall be the latest editions including all applicable official amendments and revisions as on the date of submission of the tender. In case of discrepancy between two standards the provisions more stringent shall be followed.

Table List of Codes

BIS No.	Title
NBC 2016	National Building Code of India 2016
OPWD Manual	Odisha PWD Quality Manual for Building, Road and Bridge Works
456	Code of practice for plain and reinforced concrete
8112	43 grade ordinary Portland cement
IS: 12269	Ordinary Portland cement 53 grade -
6909	Specification for super sulphated cement
12330	Sulphate resisting Portland Cement-
8042	White Portland cement
8043	Hydrophobic Portland cement
6452	Specification for high alumina cement for structural use
8041	Rapid hardening Portland cement
383	Coarse and fine aggregates from natural sources for concrete
432 (Part 1& 2)	Mild steel and medium tensile steel bars and hard-drawn steel wire for concrete reinforcement Fe250-350 Grade
9012	Recommended practice for Concreting
NBC	National Building Code of India
650	Standard sand for testing of cement
1199	Methods of sampling and analysis of concrete
IS 13620	Fusion bonded epoxy coated reinforcing bars [Concrete Reinforcement]
1566	Hard-drawn steel wire fabric for concrete reinforcement
1786	High strength deformed steel bars and wires for concrete reinforcement- Fe 415, Fe 500, Fe 550.
2386 (Part 1 to 8)	Methods of test for aggregates for concrete
2502	Code of practice for bending and fixing of bars for concrete reinforcement
2595	Code of practice for radiographic testing
2645	Integral cement waterproofing compounds
3025	Methods of sampling and test (physical and chemical) for water used in industry
3085	Method of test for permeability of cement mortar & concrete

BIS No.	Title
3370 (Part 1to 4)	Code of practice for concrete structures for the storage of liquids
3466	Masonry cement
3812	Fly ash for use as pozzolana and admixture

5816	Methods of physical tests for hydraulic cement: Part 1 Determination of fineness by dry sieving Method of test for aplitting tensile strength of constate cylinders		
	Method of test for splitting tensile strength of concrete cylinders		
6452	Specification for high alumina cement for structural use		
7861 (Part 1)	Code of practice for extreme weather concreting : Part 1 Recommended practice for hot weather concreting		
7861 (Part 2)	Code of practice for extreme weather concreting : Part 2 Recommended practice for cold weather concreting		
516	Method of test for strength of concrete		
8142	Method of test for determining setting time of concrete by penetration resistance		
9013	Method of making, curing and determining compressive strength of accelerated cured concrete test specimens		
9077	Code of practice for corrosion protection of steel reinforcement in RB and RCC construction		
9103	Admixtures for concrete		
9284	Method of test for abrasion resistance of concrete		
10262	Recommended guidelines for concrete mix design		
13311 (Part 1)	Non-destructive testing of concrete - Methods of test : Part 1 Ultrasonic pulse velocity		
13311 (Part 2)	Non-destructive testing of concrete - Methods of test: Part 2 Rebound hammer		
SP 20 (S &T)	Handbook on masonry design and construction		
SP 21 (S &T)	Summaries of Indian Standards for building materials		
SP 23 (S & T)	Handbook on concrete mixes (based on Indian Standards)		
SP 24 (S & T)	Explanatory handbook on Indian Standard Code for plain and reinforced concrete		
SP 34 (S & T)	Handbook on concrete reinforcement and detailing		
3696 (Part 1)	Safety code of scaffolds and ladders : Part 1 Scaffolds		
4014 Part 1 & 2	Code of practice for steel tubular scaffolding		
2116	Sand for masonry mortars		
2212	Code of practice for brick work		
2250	Code of practice for preparation and use of masonry mortars		
SP 25 (S & T)	Handbook on caused and prevention of cracks in building		
1123	Method of identification of natural building stones		
1127	Recommendations for dimensions and workmanship of natural building stones for masonry work		
1129	Recommendation for dressing of natural building stones		
1597 (Part 1)	Code of practice for construction of stone masonry : Part 1 Rubble stone masonry		
3622	Specification for sandstone (slab and tiles)		
4101 (Part 1)	Code of practice for external facing and veneers : Part 1 Stone facing		
303	Plywood for general purposes		
4990	Plywood for concrete shuttering work		
BIS No.	Title		
6313 (Part 1)	Code of practice for anti-termite measures in buildings : Part 1 Constructional measures		

6313 (Part 2)	Code of practice for anti-termite measures in buildings: Part 2 Preconstructional chemical treatment measures(first revision) (Amendments 3)		
737	Wrought aluminium and aluminium alloy sheet and strip for general engineering purposes		
883	Design of structural timber in building - Code of practice		
1003 (Part 1)	Timber panelled and glazed shutters : Part 1 Door shutters		
1003 (Part 2)	Timber panelled and glazed shutters: Part 2 Window and ventilator		
, ,	shutters		
1038	Steel doors, windows and ventilators		
1081	Code of practice for fixing and glazing of metal (steel and aluminium) doors, windows and ventilators		
1361	Steel windows for industrial buildings, ventilation blinds for windows		
1826	Venation blinds for windows		
1948	Aluminium doors, windows and ventilators		
1977	Structural steel (ordinary quality)		
2062	Steel for general structural purposes		
2191 (Part 1)	Wooden flush door shutters (cellular and hollow core type) : Part 1		
2.0. (. a)	Plywood face panels		
2202 (Part 1)	Wooden flush door shutters (solid core type) : Part 1 Plywood face panels		
2202 (Part 2)	Wooden flush door shutters (solid core type): Part 2 Particle board and		
,	hard board face panels		
3548	Code of practice for glazing in building		
3629	Specification for structural timber in building (first revision) (Reaffirmed 1991)		
4020 (Parts 1- 16)	Door shutters, method of test		
4021	Timber door, window and ventilator frames		
4351	Specification for steel door frames		
4913	Code of practice for selection, installation and maintenance of timber doors and windows		
4962	Specification for wooden side sliding doors		
5509	Fire retardant plywood		
5539	Specification for preservative treated plywood		
6248	Specification for metal rolling shutters and rolling grills		
7205	Safety code for erection of structural steel work		
7452	Hot-rolled steel sections for doors, windows and ventilators		
12896	Classification of Indian timbers for door and window shutters and frames		
2074	Ready mixed paint, air drying, red oxide-zinc chrome, priming		
809	Rubber flooring materials for general purposes		
1195	Bitumen mastic for flooring		
1196	Code of practice for laying bitumen mastic flooring		
1197	Code of practice for laying of rubber floors		
1198	Code of practice for laying, fixing and maintenance of linoleum floor		
1237	Cement concrete flooring tiles		
1322	Bitumen felts for waterproofing and damp-proofing		
1443	Code of practice for laying and finishing of cement concrete flooring tiles		
BIS No.	Title		
1580	Bituminous compounds for water proofing and caulking purposes		
1609	Code of practice for laying damp-proofing treatment using bitumen felts		

1661	Code of practice for application of cement and cement-lime plaster finishes	
2114	Code of practice for laying in-situ terrazzo floor finish	
2571	Code of practice for laying in-situ cement concrete flooring	
3384	Specification for bitumen primer for use in waterproofing and damp proofing	
3414	Code of practice for design and installation of joints in buildings	
3461	Specification for PVC - asbestos floor tiles	
3462	Specification for unbacked flexible PVC flooring	
3478	Specification for high density wood particle boards	
3502	Steel Chequered plates	
3629	Specification for structural timber in building	
3670	Code of practice for construction of timber floors	
4443	Code of practice for use of resin type chemical resistant mortars	
4457	Ceramic unglazed vitreous acid resisting tile	
4631	Code of practice for laying of epoxy resin floor toppings	
4860	Acid resistant bricks	
4971	Recommendations for selection of industrial floor finishes	
5318	Code of practice for laying of flexible PVC sheet and tile flooring	
5389	Code of practice for laying of hardwood parquet and wood block floors	
5491	Code of practice for laying of in-situ granolithic concrete flooring topping	
9197	Epoxy resin, hardness and epoxy resin compositions for floor toppings	
9472	Code of practice for laying mosaic parquet flooring	
10440	Code of practice for construction of RB and RBC floors and roofs	
459	Corrugated and semi-corrugated asbestos cement sheets	
777	Glazed earthenware wall tiles	
1414	Code of practice for fixing wall covering	
1661	Code of practice for application of cement and cement-lime plaster finishes	
1946	Code of practice for use of fixing devices in walls, ceilings and floors of solid construction	
2095	Gypsum plaster boards	
2098	Asbestos cement building boards	
2402	Code of practice for external rendered finishes	
2441	Code of practice for fixing ceiling covering	
3630	Code of practice for construction of non-load bearing gypsum block partitions	
4671	Expanded polystyrene for thermal insulation purposes	
5390	Code of practice for construction of timber ceiling	
5509	Fire retardant plywood	
7316	Decorative plywood using plurality of veneers for decorative faces	
1322	Bitumen felts for waterproofing and damp-proofing	
1346	Code of practice for waterproofing of roofs with bitumen felts	
1580	Bituminous compounds for water proofing and caulking purposes	
1609	Code of practice for laying damp-proofing treatment using bitumen felts	
1834	Hot applied sealing compound for joint in concrete	
2508	Low density polyethylene films	
BIS No.	Title	
2527	Code of practice for fixing rainwater gutters and down pipes for roof drainage	

2645	Integral cement water proofing compounds	
3037	Bitumen mastic for use in waterproofing of roofs	
3067	Code of practice for general design details and preparatory work for damp-proofing and waterproofing of buildings	
3384	Specification for bitumen primer for use in waterproofing and damp proofing	
4365	Code of practice for application of bitumen mastic for water proofing of roofs	
5871	Bitumen mastic for tanking and damp-proofing	
6494	Code of practice for waterproofing of underground water reservoirs and swimming pools	
7198	Code of practice for damp-proofing using bitumen mastic	
7290	Recommendations for use of polyethylene film for waterproofing of roofs	
9759	Guidelines for dewatering during construction	
13182	Waterproofing and damp-proofing of wet areas in building Recommendations	
1172	Code of basic requirements of water supply, drainage and sanitation	
1239 (Part 1)	Mild steel tubes, tubular and other wrought steel fittings: Part 1 Mild steel tubes	
1536	Centrifugally cast (spun) iron pressure pipes for water, gas and sewage	
1537	Vertically cast iron pressure pipes for water, gas and sewage	
3114	Code of practice for laying of cast iron pipes	
5822	Code of practice for welded steel pipes for water supply	
2064	Selection, installation an maintenance of sanitary appliances - Code of practice	
2065	Code of practice for water supply in buildings	
3076	Low density polyethylene pipes of potable water supplies; sewage and industrial effluents	
4984	Specification for high density polyethylene pipes for potable water supplies; sewage and industrial effluents	
4985	Specification for un-plasticised PVC pipes for potable water supplied	
7634 (Part 2)	Code of practice for plastics pipe work for potable water supplies : Part 2 Laying and jointing polyethylene (PE) pipes	
7634 (Part 3)	Code of practice for plastics pipe work for potable water supplies : Part 3 Laying and jointing of UPVC pipes	
1916	Steel cylinder pipes with lining and coating	
4127	Code of practice for laying of salt glazed stoneware pipes	
SP 35 (S & T)	Handbook of water supply and drainage with special emphasis on plumbing	
277	Galvanized steel sheet (plain and corrugated)	
458	Precast concrete pipes (with and without reinforcement)	
651	Salt glazed stoneware pipes and fittings	
782	Caulking lead	
783	Code of Practice for laying of concrete pipes	
	UPVC pipes for soil and waste discharge systems inside buildings including ventilation and rainwater system".	
BIS No.	Title	
1726	Cast iron manhole covers and frames	
1742	Code of Practice for building drainage	
· · · · · · · · · · · · · · · · · · ·		

3006	Specification for chemically resistant glazed stoneware pipes and fittings		
4111	Code of Practice for ancillary structures in sewerage system		
(Parts 1 to 5)			
4733	Methods of sampling and test for sewage effluents		
12592 (Parts 1 & 2)	Precast manhole covers & frames		
2470 (Parts 1 & 2)	Code of Practice for installation of septic tank		
784	Pre-stressed concrete pipes		
1893	Criteria for earthquake resistant design of structures		
4326	Earthquake resistant design and construction of buildings- Code of practice		
13920	Ductile detailing of reinforced concrete structures subjected to seismic forces - Code of practice		
13935	Repair and seismic strengthening of buildings - Guidelines		
2190	Selection, installation and maintenance of first-aid fire extinguishers - Code of practice		
8969	Safety code for erection of concrete framed structures		
3696 (Part 2)	Safety code of scaffolds and ladders : Part 2 Ladders		
4912	Safety requirements for floor and wall openings, railings and toe boards		
10005	S.I. units and recommendations for use of their multiples and of certain other units		
6060	Code of practice for day lighting of factory buildings		
3103	Code of practice for industrial ventilation		
3483	Code of practice for noise reduction in industrial buildings		
2440	Guide for day lighting of buildings		
1200 (1 to 28)	Method of measurement of Building and Civil Engg. Works		
7973	Code of practice for architectural and building working drawings		
962	Code of practice for architectural and building drawings		
13415	Code of safety for protective barrier in and around buildings		

In addition to the above-referred codes, CPHEEO manual on sewerage and sewage treatment and other relevant codes shall be applicable as per requirement. Copies of all relevant codes, reference literature to be submitted to the Employer.

11.1 STANDARDS & REQUIREMENTS:

A) Indian Standards / Other International Standards

The few applicable Indian Standards and Codes of practices and other international standards are listed below for the benefit of bidders. Unless otherwise noted, equipment/devices/accessories /installations/ testing etc. shall comply with relevant standards/codes mentioned herein. Where Indian Standards are not available equipment/ devices etc. complying with relevant British or IEC standard or ISO standards shall be proposed. While referring to any standard, the latest revision/edition shall govern even otherwise specified. Bidders are advised to include in their bid a list of equipment/devices and corresponding standards to which they conform. Translation in English

of standards, which are available in other languages, shall be furnished along with the bid, in such cases the English translation shall govern.

Table... IS codes for Electrical Works:

Code No. Title			
IS: 10418	Specification for drums of electric cables		
IS : 2633		Methods of testing weight, thickness and uniformity of coating on hot dipped galvanized articles	
IS : 209		Specifications for Zinc	
Code No.		Title	
IS : 2062		Steel for general structural purposes	
IS : 808		Dimensions for hot rolled steel beam, column channel and anglesections	
IS : 816		Code of practice for use of metal arc welding for generalconstruction in mild steel	
IS : 2629		Hot deep galvanising of iron & steel	
IS : 2633		Methods of testing uniformity of coating	
IS : 4759		Hot dip zinc coatings on Structural steel and other alliedProducts	
IS2026/BS 171/ IEC76		Power Transformer	
IS3639		Fittings and Accessories	
IS1180		Auxiliary Transformer	
IS6600/ BSCP1010/ Loading of oil in IEC354		Loading of oil immersed transformer	
IS335/BS 48/IE	C296	Transformer Oil	
IS2099/BS223/	IEC137	Bushings for > 1000V, AC	
IS7421 Bushings for □ 1000V, AC		Bushings for □ 1000V, AC	
IS13947 (Part 1)/ Degree of Protection IEC947-1		Degree of Protection	
IS3637		Buchholz Relay	
IS 1271/ BS2757/IEC85		Insulation Materials for Electrical Machinery	
IS 3202/		Climate Proofing	
BSCP1014/ IEO	C354	Loading Guide for Oil-Immersed Power Transformers,	
IS 1886		Installation & Maintenance of Transformers	
IS 2705		Current Transformers	

I.S. 3043 –1987.	Earth Pits	
CPWD	General Specification for Electrical works Part VII (DG Sets) published by CPWD.	
IS 5216	Guide for safety procedures and practices in electrical works	
IS 3	Three phase induction motors	
IS 4029	Guide for testing 3 phase induction motors	
IS 374	Electric ceiling type fans and regulators	
IS 694	PVC insulated cables for working voltages upped and including 1100V	
IS 722	AC electricity meters	
IS 1248	Direct acting indicating analogue electrical measuring instruments and their accessories	
IS 1271	Thermal evaluation classification of insulating material	
IS 1293	Plugs and socket outlets of rated voltage upped and including 250V and rated current upped and including 16A	
IS 1364	Hexagon head bolts, screws and nuts of product grades A/B.	
IS 1777	Industries luminaries with metal reflectors	
IS 1534	Ballast's for fluorescent lamps	
IS 1554	PVC insulated (heavy duty) electric cables	
IS 1913	General and safety requirements for luminaries	
IS 2086	Carrier and bases used in rewire able type electric fuses for voltages upped 650V	
IS 2223	Dimensions of flange mounted AC induction motor	
IS 2253	Designation for type of construction and mounting arrangement of rotating electrical machines	
IS 2254	Dimensions of vertical shaft motors for pumps	

IS 2259	Methods of tests for determination of insulation resistance of solid insulating materials	
IS 2419	Dimensions for panel mounted indication and recording electrical instrument	
IS 2544	Porcelain post insulators for system with nominal voltages greater than 1000V	
IS 2551	Danger notice plates	
IS 2667	Fitting for rigid steel conduits for electrical wiring	
IS 2705	Current transformers	
IS 2713	Tubular steel poles for overhead powerlines	
IS 2834	Shunt capacitors for power systems	
IS 3156	Voltage transformers	
IS 3231	Electrical relays for power system protection	
IS 3725	Resistance wire, tapes and strips for heating elements	
IS 3854	Switches for domestic and similar purposes	
IS 3961	Recommended current rating for cables	
IS 4691	Degree of protecting provided by enclosure for rotating electrical machinery	
IS 4728	Terminal marking and direction rotation for rotating electrical machinery	
IS 4889	Method for determination of efficiency of rotating electrical machines	
IS 5578	Guide for marking for insulated conductors	
IS 609	Method of measurement of air borne noise emitted by rotating electrical machinery	

IS 6875	Control switches (switching devices for control and auxiliary circuits, including contractor relays) for voltage upped and including 1000V AC and 1200 V DC	
IS 7098	Cross – linked polyethylene insulated PVC sheathed cables	
IS 8623	LV switchgear and control gear assemblies	
IS 828	Circuit breakers for over current protection for house hold and similar installations	
IS 12729	General requirements of switchgear and controller	
IS 10322	Luminaries	
IS 13032	MCB boards for voltage upped and including 1000V AC.	
IS 13947	Low voltage switcher and controller	
IS 732	Code of practice for electrical wiring installations	
IS 3043	Code of practice for earthing	
IS 3646	Code of practice for interior illumination	
IS 10118	Code for practice for selection, installation and maintenance of switchgear and control gear	
IS 13118	Vacuum circuit breakers	
IS IEC 309	Plugs, socket outlets and couplers for industrial purpose.	
IS 5	Colours for ready mixed paints and enamels	

For all other process equipments and instruments contractor shall follow IS / ISO specifications and submit a copy of the same.

B) REQUIREMENT OF STATUTORY AUTHORITIES

The electrical equipment/installations shall comply with the requirements of Rules/Regulation as amended up-to-data, required by Statutory Acts or Authorities. All works shall be carried out in accordance with therequirements of:

- The Indian Electricity Rules, 1956
- The Indian Electricity Act.
- The Indian Electricity (Supply) Act, 1948

- The requirements of Chief Electrical Inspector to the Government of Odisha Nadu.
- The requirement of Odisha Nadu State Electricity Board.
- Fire advisory Committee Insurance Act.
- The contractor shall get the drawings, layouts of HT substation etc. approved from OSEB and chief Electrical inspector to the Govt. of Odisha, wherever necessary. The contractor also shall arrange to get the installation inspected by CEIG and carry out modifications/ rectification as required by CEIG, prior to commissioning of substation/electrical equipment.

C) Clearance from Statutory Authorities

Employer shall be responsible for obtaining statutory clearances from all the relevant bodies (such as electrical inspector, Safety, Pollution Control Board, Fire Insurance and Explosive Department Authorities, etc.). Payment in respect of fees, deposit, etc., of such bodies shall be made by successful bidder. Employer shall assist the contractor in obtaining such clearances expeditiously by way of issue of introductory letters to relevant bodies but this will not absolve the Contractor from his responsibility of obtaining in writing clearances mainly from Electrical Inspector, Chief Explosive Officer, Pollution Control Board or any other local/ central authority entirely at his own cost. No extra sum will be paid for these services. However fee deposited to power distribution agency will be reimbursed by Employer.

D) Contractor 'S Licence:

It shall be the responsibility of the contractor to obtain necessary license / authorization / permit for work for his personnel from the licensing board of the state. The persons deputed by the contract's firm should also hold valid permits issued or recognized by licensing board of the state where the work is to be carried out.

E) Workmanship:

The contractor shall ensure workmanship of good quality and shall assign qualified supervisor/ engineers and competent labour who are skilled, careful and experienced in carrying out similar works. Empolyer shall reserve the right to reject non-competent person/s employed by the contractor, if the workmanship is found unsatisfactory.

END.



REQUEST FOR PROPOSAL DESIGN & BUILD TUNNEL AQUARIUM AT BHUBANESHWAR, ODISHA

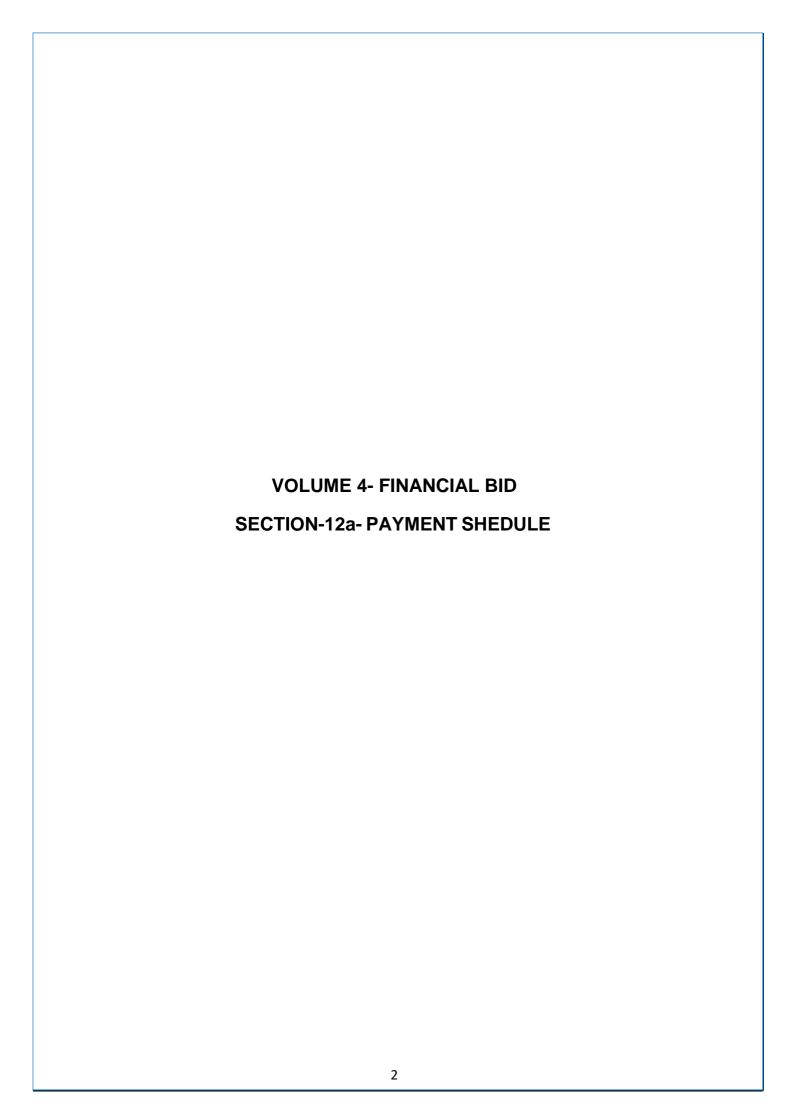


(PROJECT MANAGEMENT UNIT)

TENDER DOCUMENTS VOLUME 4 – SECTION 12A

PAYMENT SCHEDULE

Nandankanan Zoological Park Bhubaneshwar, 754005, Odisha, India **March 7, 2024**



Schedule of Works & Price

S#	Project Component	Price (INR)
Α	Phase -1	
1	Pre-Construction:	
	a. Design & Construction Documents	
2	Construction:	
	a. Construction of Civil, Arch, Interior, MEP, HVAC, FF & External works,	
	b. Construction of Specialist works	
	c. Testing & Commissioning	
	Sub Total >>>>	
	GST (18%) >>>>	
	Grand Total (Design & Construction) >>>>	
В	Phase -2	
3	Operation & Maintenance (O&M) for 5 years:	
	1. Year -1	
	2. Year – 2	
	3. Year - 3	
	4. Year – 4	
	5. Year - 5	
	Sub Total >>>>	
	GST (18%) >>>>	
	1	

Grand Total (O&M) >>>>	

Payment Schedule:

A. For Design & Construction Phase:

		5 %
Preparation of preliminary design drawings and its approval		5 %
General Construction		
Stage payment, paid progressively against monthly RA bills		
a. Upon Completion of Mass Excavation	:	10 %
b. Upon completion Building RCC works	:	10 %
c. Upon completion all balance works including MEP, HVAC, FF	:	10 %
Aquarium Specialist works		
a. On Placement of order with Manufacturer - Acrylic	:	25 %
b. On Placement of order with Manufacturer – LSS equipment	:	25 %
c. On Start of Theming installation at site	:	5 %
Upon completion of Testing & Commissioning for inauguration	:	5 %
	General Construction Stage payment, paid progressively against monthly RA bills a. Upon Completion of Mass Excavation b. Upon completion Building RCC works c. Upon completion all balance works including MEP, HVAC, FF Aquarium Specialist works a. On Placement of order with Manufacturer - Acrylic b. On Placement of order with Manufacturer - LSS equipment c. On Start of Theming installation at site	General Construction Stage payment, paid progressively against monthly RA bills a. Upon Completion of Mass Excavation : b. Upon completion Building RCC works : c. Upon completion all balance works including MEP, HVAC, FF : Aquarium Specialist works a. On Placement of order with Manufacturer - Acrylic : b. On Placement of order with Manufacturer - LSS equipment : c. On Start of Theming installation at site :

B. For O&M Phase:

O&M fee shall be paid monthly in an equated monthly instalment of yearly fees:

a.	For Year -1:	1/12 th of Annual price / Month
b.	For Year -2:	1/12 th of Annual price / Month
c.	For Year -3:	1/12 th of Annual price / Month
d.	For Year -4:	1/12 th of Annual price / Month
e.	For Year -5:	1/12 th of Annual price / Month

END.