



Project Management Unit
Nandankanan Zoological Park

EXPRESSION OF INTEREST (EOI)

**"SUPPLY, INSTALLATION AND COMMISSIONING OF
CHLORINATION UNIT
AT NANDANKANAN ZOOLOGICAL PARK"**

Deputy Director
Nandankanan Zoological Park

**EXPRESSION OF INTEREST FOR SUPPLY, INSTALLATION & COMMISSIONING OF NEW
CHLORINATION PLANTS- 1 NO AT NANDANKANAN ZOOLOGICAL PARK, ODISHA**


The Deputy Director, Nandankanan Zoological Park invites sealed EOI in prescribed format for supply, installation & commissioning of new Chlorination plant- 1 No with the following technical specification and design scheme as per the EOI.

| | |
|-------------------------------|---|
| EOI No. & Date | - 21 /PMU/.2024 dt.06 02.2024 |
| Bid Security in form of DD/BC | -Rs. Rs.10,000/- for 1no. Chlorination Plant made in favour of Deputy Director, Nandankanan Zoological Park |
| Cost of EOI paper | -Rs.2360/-(including 18% GST)in shape of Demand Draft made in favour of Deputy Director, Nandankanan Zoological Park |
| Time of Completion of Work | – 60 Days |

The EOI document is available at Nandankanan Zoological Park's website
www.nandankanan.org.

Schedule of bid process:

| S. No. | Information | Dates/Details |
|--------|---|--|
| 1 | Release of EOI | 06.02.2024 |
| 2 | Last date of submission of written queries for clarification through E-mail deputydirector.kanan@gmail.com | 12.02.2024 |
| 3 | Date of Pre-Bid meeting | 13.02.2024 at 3.30 pm |
| 4 | Release of response to clarifications | 15.02.2024 |
| 5 | Last date of submission of EOI | 17.02.2024 at 5.00 pm |
| 6 | Opening of Technical Bids | 19.02.2024 at 11.30 am |
| 7 | Declaration of Technical Bid Result on website | 19.02.2024 |
| 8 | Time & date of Opening of Financial Bid | 20.02.2024 at 03.30 pm |
| 9 | Addressee and address at which proposal in response to EOI notice is to be submitted | Deputy Director, Nandankanan Biological Park, Bhubaneswar Pin-754005 |


Deputy Director
Nandankanan Zoological Park

Bid Submission:

The bid shall be uploaded in three parts:

Part “A” contains General Documents

- i) EMD- as demanded in the EOI
- ii) Cost of EOI Document in shape of Bank Draft
- iii) Acceptance Letter (to be given on company letter head).
- iv) Certificate of registration of CGST/SGST and acknowledgment of update filled return.
- v) PAN Card
- vi) Certificate of Registration of GST
- vii) Income Tax clearance certificate (Income Tax Return Documents for last 3 years 2020-21,2021-22,2022-23)

Part “B” containing scanned copy of Technical Bid in the specified format as per EOI to be submitted offline.

Part “C” containing Financial Bid to be submitted offline in separate envelope only. It should be specifically written as “**FINANCIAL BID**”. It should not be clubbed with Technical Bid and General Documents.

Validity of the Proposal

The Proposal shall be valid for a period of not less than **120 days**.

Brief description of the Selection Process

The Authority has adopted a two-stage selection process (collectively the “**Selection Process**” for evaluating the Proposals comprising technical and financial bids. In the first stage, a technical evaluation will be carried out as specified in the EOI document. Based on this technical evaluation, a list of short-listed bidders shall be prepared as specified in the EOI document. In the second stage, a financial evaluation will be carried out as specified in the EOI document. Proposals will finally be ranked according to their combined technical and financial scores as specified in EOI document. The first ranked Applicant shall be selected for negotiation (the “**Selected Applicant**”) while the second ranked Applicant will be kept in reserve.

Schedule of Selection Process

The Authority would endeavor to adhere to the following schedule:

| | Event Description | Date |
|----|--|--|
| 1. | Release of Request for Proposal EOI document | 06 .02.2024 |
| 2 | Last date for receiving queries/clarifications | 12.02.2024 |
| 3 | Pre-Bid Meeting | 13.02.2024 at 3.30PM |
| 4. | Authority response to queries | Deputy Director, Nandankanan zoological Park |
| 5. | Date and time of opening of Technical Proposal | 19.02.2024 at 11.30 AM |
| 6 | Last date of submission of EOI | 17.02.2024 up to 5.00 pm |
| 6. | Date and time of opening of Financial Proposal | 20.02.2024 at 3.30 pm |
| 7. | Letter of Award | To be announced later |
| 8. | Signing of Concession Agreement | Within 10 days of award of LOA |
| 9. | Validity of Bids | 120 days of Proposal Due Date |

Pre-Proposal visit to the Site and inspection of data

Prospective Applicants may visit the Site and review the available data between 10.00 am to 5.00 PM prior to last date of submission of bid. For this purpose, they will provide a day notice to the nodal officer specified below:

Range Officer Special Project Range,

Mobile: - 9437316861

Email - deputydirector.kanan@gmail.com

Pre-bid Meeting

The date, time and venue of Pre-Proposal Conference shall be:

Date: 13.02.2024

Time: 03.30 PM Venue: Conference Hall of O/o the Deputy Director, Nandankanan Zoological Park

Communications:

All communications including the submission of proposal should be addressed to: Deputy Director, Nandankanan Zoological Park
At/PO- Baranga, Bhubaneswar Dist-Khordha State-
Odisha

E-mailid-deputydirector.kanan@gmail.com


Deputy Director
Nandankanan Zoological Park

GENERAL

Scope of Proposal

- 1.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to these bidders are specified in this EOI. Only those firms possess the requisite experience and capabilities required for undertaking the bidder, should participate in the Selection Process either individually (the “Sole Firm”) response to this invitation. The firm can participate for supply of 01 no. Chlorination unit.
- 1.1.2 Applicants are advised that the selection of bidders shall be on the basis of an evaluation by the Authority through the Selection Process specified in this EOI. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.
- 1.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Part-2 of the EOI. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at EOI.
- 1.1.4 The bidder shall prepare the proposal and execute the work on the basis of and taking into consideration all the applicable laws, bye-laws, norms, rules, regulations, plans, latest standards, codes, specifications, guidelines etc. issued by all the concerned authorities and for the purpose shall take all types of permissions required from various authorities.
- 1.1.5 All the observations and changes suggested by all the concern departments and authorities will be incorporated by the awarded tenderer in the proposal and nothing extra shall be paid on this account. In case, the bidder has to do any major change, Nandankanan Authority may in its sole discretion grant additional time required to do any such change or to incorporate any such suggestion. However, on this account no extra amount/fee shall be paid to the bidder.
- 1.1.6 The bidder shall always ensure that no loss or damage is caused to Nandankanan. However, If any such situation arise, awarded bidder shall always ensure that, losses if any, are reduced to a minimum level and to immediately inform the Nandankanan Authority, if any such situation arises which can cause loss / damage to the Nandankanan Authority, any other person or to the tenderer. The principle of mitigation of losses shall always apply.
- 1.1.7 The bidder alone shall have the overall responsibility to complete the entire project after taking all the required approvals & permissions from all the Authorities concern. Nandankanan authority shall not at all be responsible for delay, withholding or refusal to grant approval(s) and/or sanction(s) and/or permission(s) by any of the Authorities on any ground, whatsoever.

1.1.8 In nutshell, the awarded tenderer bidder alone shall be fully responsible to ensure the proper, satisfactory and timely completion of the entire work.

2.0 To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following:

- a) **Technical Capacity:** The Applicant shall have, over the past 3 years preceding the PDD, undertaken the eligible Assignments as specified.
- b) **Financial Capacity:** The Applicant shall have average annual turnover or received gross fee of INR 30 lakhs per annum during each of the 3 (three) financial years preceding the Proposal Due Date. For the purpose of evaluation, the bidders having comparatively larger revenues from professional fees shall be given added weight age. For the avoidance of doubt, professional fees hereunder refer to fees received by the bidders for providing advisory or Supplier services to its clients.

2.1 Number of Proposals

No Applicant or its Associate shall submit more than one Application for the bidder. An Applicant applying individually or as an Associate shall not be titled to submit another application either individually or as a member of any Bidder, as the case may be.

2.2 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.3 Site visit and verification of information

Applicants are advised strictly to submit their respective Proposals only after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, access to the site, availability of drawings and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them. Including but not limited to the conditions which may affect the commencement or execution of the work. Whether the Applicants visit the Site or not, it shall always be deemed that all the Applicants have visited the Site, taken care of all types of contingencies which may affect the work and have done their due-diligence and have satisfied themselves in all respects, whatsoever. The Applicant(s) alone shall be responsible to take care of all such factors which may affect the execution of the work in any manner.

2.4 Acknowledgement by Applicant

It shall be deemed that by submitting the Proposal, the Applicant has:

- a) Made a complete and careful examination of the EOI;
- b) Received all relevant information requested from the Authority;
- c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the EOI or furnished by or on behalf of the Authority or relating to any of the matters.
- d) Satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under
- e) Agreed to be bound by the undertaking provided by it under and in terms hereof.
- f) The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to EOI or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.5 Right to reject any or all Proposals

2.5.1 Notwithstanding anything contained in this EOI, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.5.2 Without prejudice to the generality of the Authority reserves the right to reject any Proposal if:

2.5.3 At any time, a material misrepresentation is made or discovered, or the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

2.5.4 Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a firm, then the entire individual / firm may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

2.6 Amendment of EOI

At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the EOI document by the issuance of Addendum/ Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants (who have purchased the EOI document) by e-mail.

2.6.1 All such amendments will be notified through e-mail to all Applicants who have purchased the EOI document. The amendments will also be posted on the Official Website along with the revised EOI containing the amendments and will be binding on all Applicants.

2.6.2 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date²

B. PREPARATION AND SUBMISSION OF PROPOSAL

2.7 Language

The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this EOI. No supporting document or

printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case or all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.8 Format and signing of Proposal

- 2.8.1** The Applicant shall provide all the information sought under this EOI. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects. **A conditional proposal shall not be accepted.**
- 2.8.2** The Applicant shall prepare one original set of the Proposal (together with originals/copies of Documents required to be submitted along therewith pursuant to this EOI and clearly marked "ORIGINAL").
- 2.8.3** The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "**Authorized Representative**") as detailed below:
- a. By the proprietor, in case of proprietary firm; or
 - b. By a partner, in case of a partnership firm and/or a limited liability partnership ;or
 - c. By a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation ;or
 - d. By the Authorized Representative of the bidder.

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarized by a notary public in the form specified in **Appendix-I (Form-3)** shall accompany the Proposal.

- a. Applicants should note the Proposal Due Date, for submission of Proposals. Except as specifically provided in this EOI, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in the document. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions.

b. Technical Proposal

- i. Applicants shall submit the technical proposal in the formats at Appendix-I (the "Technical Proposal").
- ii. While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:
 - a) All forms are submitted in the prescribed formats and signed by the prescribed signatories;

- b) Power of Attorney, if applicable, is executed as per Applicable Laws;
- c) Technical specification of each equipment along with its warranty shall be enclosed in the bid.
- d) Projects executed by the individual/firm.
 - i. Failure to comply with the requirements spelt out in the technical proposal shall make the Proposal liable to be rejected.
 - ii. The Technical Proposal shall not include any financial information relating to the Financial Proposal.
 - iii. The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the EOI. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
 - iv. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially in corrector false information, the Applicant shall be disqualified forthwith if not yet appointed as the Bidder either by issue of the LOA (**Letter of Award**) or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this EOI, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Bidder, as the case may be.

In such an event, the Authority shall forfeit and appropriate the performance security/guarantee which is agreed to be pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority. The Consultant/Bidder shall also be liable to be blacklisted and restrain from participating in any further tender/bid for any work called by the Nandankanan.

c. Financial Proposal

- i. Applicants shall submit the financial proposal in the formats at Appendix -II (the “**Financial Proposal**”) clearly indicating the total cost of the Project (Item [A] of Form-I of Appendix-II) in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- ii. While submitting the Financial Proposal,
 - a. The Financial Proposal shall take into account all expenses, GST and other

tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

Form of EOI: The EOI form will consist of two parts, (i) **Form-A (Technical)** and (ii) **Form-B (Financial)**. The EOler has to give details of his company's / Associates, if any, previous experience and the proof to that extent in Form-A (Technical). In Form-B(Financial) the EOler has to quote financial amount. Form A & Form B are to be kept in two different sealed covers over which it has to be written clearly Form-A / Form-B respectively. Both covers should be kept in a cover super scribing **"EOI FOR SUPPLY, INSTALLATION & COMMISSIONING OF NEW CHLORINATION PLANTS- 1 NO OF NANDANKANAN BIOLOGICAL PARK, ODISHA"** and the name of the EOler. Other wise EOI will not be considered. The EOI should be sealed and complete in all respect.

01. EOI submitted by a person who has dues to the Forest Department or who is a minor or who is insolvent, or who has been convicted in a court of law for offences involving moral turpitude or who has been black listed shall be treated as invalid and EMD along with such EOI shall be forfeited to the Government.
- 02.i) No interest shall be payable in any case on the amount of earnest money deposit.
 - ii) The Earnest Money Deposit will be returned to the unsuccessful EOler as soon as practicable after the decision of the EOI committee.
 - iii) The EMD of the first, second & third lowest EOler will be retained till the lowest EOler completes all the formalities of execution of Agreement & payment of security deposit.
 - iv) The EMD shall be subject to forfeit to Govt in case the lowest EOler do not turn up to sign the agreement upon finalization of the EOI process.
03. Conditional EOI or EOIs sent otherwise than as laid down herein will be considered invalid.
04. The EOI shall be finalized by the EOI committee in the following procedure :
 - (i) First only the Form "A"- Technical bid will be opened and evaluated as per the EOI conditions & specifications mentioned.
 - (ii) There after the EOler who succeed in the technical EOI will be required to present a "Pre Qualification bid" in shape of a Power point presentation before the EOI committee regarding the supply, installation and functioning of Chlorination Plant.
 - (iii) The financial bid in Form "B" of only such of the EOlers who qualify in the Technical as well as in the Pre Qualification bid will be opened.
 - (iv) The committee constituted for finalization of EOI will consider the rates offered in sealed EOI and will take a decision to accept the EOI or otherwise.
05. If identical lowest EOIs are offered by more than one EOler then the matter will be decided by the Committee keeping in view previous experience and credibility in similar field.

06. The Deputy Director, Nandankanan Zoological Park shall be the authority competent to enter into agreement with the 2nd party on behalf of the Government.
07. i) The 2nd party on being so appointed shall execute an agreement after completing the formalities specified hereunder within seven days from the date of despatch of the order of appointment by registered post acknowledgement due.
- ii) The Deputy Director, Nandankanan Zoological Park, shall cancel the order of appointment of bidder, if the contractor fails to complete the formalities and execute the agreement within time allowed under clause (i) above, the matter shall be put for re-EOI.
- 08. THE CONTRACT IS NOT TRANSFERABLE / IT CANNOT BE SUBLET OR OTHERWISE, TO ANY OTHER PERSON EITHER IN WHOLE OR IN PARTS.**
09. The Deputy Director may terminate the contract at any time after issuing a notice of (15) days in advance of the proposed date of termination of contract without assigning any reasons therefore.
10. Non observance of any of these conditions may result in termination of the contract and forfeiture of the Security Deposit paid by the bidder, the termination of agreement shall be without prejudiced to any other right and remedies that the Government may have.
11. Incase of any dispute arising between the Deputy Director and the bidder as the matter arising under this contract such dispute shall be referred to the Principal Chief Conservator of Forests/Director of Nandankanan Biological Park, Bhubaneswar within two weeks from the date of despatch of the order by registered post acknowledgement due and his decision thereon shall be final.
12. The Deputy Director, Nandankanan Zoological Park has the right to annul, add, modify any of the conditions above without any notice and they shall be binding on the bidder.
13. All appeals shall be made to the Principal Chief Conservator of Forests (Wildlife)/Director of Biological Park, Bhubaneswar whose decision thereon shall be final.
14. In case if the bid offered is not satisfactory, the Committee will take up negotiation with the lowest bidder for an agreeable amount. In case the lowest bidder do not offer the satisfactory bid, the next lowest bidder may be called for and this process will continue further as desired by the Committee.

b. Costs (including breakdown of costs) shall be expressed in INR.

Additionally marked “**MODIFICATION**”, “**SUBSTITUTION**” or “**WITHDRAWAL**”, as appropriate.

2.15.1 Any alteration/ modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.16 Bid Security Deposit

- 2.16.1 The selected bidder shall furnish as part of its Proposal, a **Bid Security Deposit** of Rs **10,000/-** for 01 chlorination plant through Demand Draft made in favour of **Deputy Director, Nandankanan Zoological Park.** (the “**Bid Security Deposit**”), returnable not later than 30 (thirty) days from PDD except in case of the first highest ranked Applicants. The Selected Applicant’s Earnest Money shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned to the Bidder in accordance with the provisions thereof.
- 2.16.2 Any Bid not accompanied by the Earnest Money shall be rejected by the Authority as non-responsive.
- 2.16.3 The Applicant, by submitting its Application pursuant to this EOI, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy hereunder or in law or otherwise, the *Bid Security* shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the EOI including the consideration and evaluation of the Proposal under the following conditions:
- (a) If an Applicant submits a non-responsive Proposal;
 - (b) If an Applicant withdraws its Proposal during the period of its validity as specified in this EOI and as extended by the Applicant from time to time;
 - (c) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required.
 - (d) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment.

2.17 Performance Guarantee:

- 2.17.1 The Applicant, by submitting its Application pursuant to this EOI, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy here under or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and Effort of the Authority in regard other EOI, including the consideration and evaluation of the Proposal, under the following conditions:
- (a) If the Selected Applicant commits a breach of the Agreement.
 - (b) The Performance Guarantee shall always be interest free and shall be returned to the Bidder without any interest. The Consultant alone shall be responsible to bear and pay all types of expenses to keep the said guarantee alive till the time same is released.
- 2.17.2 The consultant will furnish within 15 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee equivalent to **5% (Five percent)** of the total contract value from any Scheduled Bank or the State Bank of India in accordance with the Form annexed hereto. In case of JV, the BG shall be furnished on behalf of the JV or by the lead member of the JVs. Performance Security shall be valid for a period of 6 months beyond the date of completion of services. The Bank Guarantee will be released by the Authority upon expiry of 6 months beyond the date of completion of services. However, if contract is foreclosed /terminated by the Authority at Inception Stage, with no fault of Bidder, Performance Security shall

be released within three months from date of foreclosure/termination.

- 2.17.3 In the event the Bidder fails to provide the security within 15 days of date of LOA, it may seek extension of time for a period of 15 (Fifteen) days on payment of damages for such extended period in a sum of calculated at the rate of 0.05% (Zero Point Zero Five Percent) of the Bid price for each day until the performance security is provided. For the avoidance of doubt the agreement shall be deemed to be terminated on expiry of additional 15days' time period.
- 2.17.4 Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that in the event of failure of the Bidder to provide the Performance Security in accordance with the provisions within the time specified therein or such extended period as may be provided by the Authority, in accordance with the provisions of all rights, privileges, claims and entitlements of the Consultant under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Bidder and the LoA shall be deemed to have been withdrawn by mutual agreement of the Parties. Authority may take action to debar such firms for future projects for a period of 2 years.

C. EVALUATION PROCESS

2.18 Evaluation Process

- 2.18.1 The Selection Panel nominated by the Authority will process the applications and finalize the selection of bidder with the approval of the Authority.
- 2.18.2 The committee shall open the Proposals on the due Date, at the place specified and in the presence of the Applicants who choose to attend. The Committee will open the tenders, the sequence of which shall be as follows:
- i. Cost of tender paper Rs.2,360/- (Rs. 2000+18% GST)
- a. Technical bid**
 - b. Financial bid**
- 2.18.3 Proposals for which a notice of withdrawal has been submitted shall not be opened.
- 2.18.4 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the EOI. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:
- a) The Technical Proposal is received in the form specified at Appendix-I;
 - b) It is received by the Proposal Due Date including any extension thereof
 - c) It is accompanied by the Bid Security as specified.
 - d) It is signed, sealed, bound together in hard cover and marked.
 - e) It is accompanied by the Power of Attorney.
 - f) It contains all the information (complete in all respects) as requested in the EOI;
 - g) It does not contain any condition or qualification; and
 - h) It is not non-responsive in terms hereof.

- 2.18.5 The Authority reserves the right to reject any Proposal which is non-responsive and

no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

- 2.18.6 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified and the criteria set out in Section 3 of this EOI.
- 2.18.7 First, the Envelope containing **tender processing fee and Bid Security** will be opened and if they have been submitted by the Applicants, then the Second envelope containing the Technical Bid would be opened. The Applicants shall be given 14 days' notice to make presentations to explain the 'technical proposal' in detail. After the Technical evaluation, the Authority shall prepare a list of pre-qualified and short-listed bidder. Before opening of financial proposals, the list of pre-qualified and short-listed applicants along with their technical Score will be read out. The opening of Third envelope containing financial proposals/bids shall be done in the presence of the respective Applicants who choose to be present. The Authority will not entertain any query or clarification from the Applicants who fail to qualify at any stage of Selection Process. The financial evaluation and Final ranking of the Proposals shall be carried out as per the evaluation criteria mentioned in the documents.
- 2.18.8. Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that Authority shall not be required to provide any explanation and justification in respect of any Selection Processor selection.

2.19 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.20 Clarifications required from the Bidder

- 2.20.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response there to shall be in writing.
- 2.20.2 If an Applicant does not provide clarifications sought under above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

2.21 Award of Bidder

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

2.22 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the Time Schedule as prescribed in the document. Failing which the fresh all stand withdrawn and performance guarantee shall stand forfeited. The Selected Bidder shall not be entitled to seek any deviation in the Agreement and/or EOI. All the clauses and terms & conditions of the EOI shall always have deemed to be an integral part of the Agreement and shall strictly be adhered to.

2.23 Commencement of Assignment

The selected bidder shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement unless otherwise directed by a notice in writing. If the bidder fails to either sign the Agreement as specified commence the assignment as specified herein, its security and guarantee shall stand forfeited and the work may be awarded to any other Applicant.

2.24 Proprietary Data

Subject to the provisions, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants, as the case may be, is to treat all information as strictly confidential. The Authority will not return any proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Bidder to the Authority in relation to the Project shall be the property of the Authority.

The Bidder shall always keep with it one spare copy of all the documents, drawings, bills, vouchers etc. submitted by it with the Nandankanan and till the completion of three years from the date of satisfactory completion of the work or of the final payment, whichever is later, it shall keep with it the complete record of the work executed/performed by it. Nandankanan shall always be entitled to call for any such record or document relating to the work, EOI or Agreement, which is kept by or maintained by the Bidder.

Criteria for Evaluation

Quality (70%) cum Cost (30%) Based Selection QCBS - 70:30

The technical quality of the proposal will be given weight of 70%, the method of evaluation of technical qualification will follow the procedure given in above. The price bids of only those consultants who qualify technically (Minimum Qualifying Marks: 60%) will be opened. The proposal with the lowest cost will be given a financial score of 100 and the other proposal will

be given financial score that are inversely proportionate to this. The financial proposal shall be allocated weight of 30%. For working out the combined score, the employer will use the following formula:

$$B = \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)$$

Where

C = Bid Price

C_{low} = the lowest of all Bid Prices among responsive Bids

T = the total Technical Score awarded to the Bid

T_{high} = the Technical Score achieved by the Bid that was scored best among all responsive Bids

X = weightage for the Bid Price as specified in the QCBS (0.3 in this case)

| S. No | Description | Marks (Criteria Total) | Sub-criteria |
|-------|--|------------------------------|--|
| 1 | Financial Strength (Average annual turnover) | 20 | More than Rs.1 crore- 10 marks More than Rs.50 lakhs- 6 marks More than Rs.20 lakhs- 4 marks |
| 2 | Past Experience in similar works (Eligible Assignments) | 20 | 5 or more project- 20 marks 2 projects- 10 marks 1 project- 5 marks |
| 3 | Experience as PMC | 20 | the value of each project up to a maximum of three projects) based on billable value as specified below: Project value in Rs. upto 50 lakhs. – 10 marks Project value in Rs. more than 50 lakhs – 20 marks |
| 4 | Supply, Installation and commissioning of project in Govt. Central Govt. PSU & Central PSU | 20 | More than 4 work order- 20 marks 2 work orders- 10 marks 1 work order- 5 marks |
| 5 | AMC or CMC certificate produced for any such project | 10 | 5 or more CMC/AMC certificate- 10 marks 2 or more CMC/AMC certificate- 5 marks 1 CMC/AMC certificate- 2 marks |
| 6 | Supply to any Forest Division | 10 | More than 3 Division- 10 marks 2 Division- 5 marks 1 Division- 2 marks |
| | TOTAL | 100 | |

Technical eligibility

The bidder for bidder should be undertaken similar type of work. The bidder should have the experience of successfully completed Eligible Assignments during the last 3 years ending last date of the month previous to the one in which EOI is invited. Documentary evidence in the form of contract/agreement shall be a prerequisite. The bidder/individual should have:

- The bidder should have supply, installation and commissioning, the project

cost each not less than **Rs.20 lakhs.**

OR

- i. Eligible bidder for supply, installation and commissioning, completed for the project, (at least one of them should preferably in Central Govt./ Central Public Sector Undertaking/State Government/State Government Undertaking) project cost each not less than **Rs.10 lakhs**

3.1.6.0 Financial Eligibility

- i. The applicant shall have Average Annual turnover of **Rs 30 Lakh** or more during immediate last three (03) consecutive financial years. Applicant/Bidder having average annual turnover less than Rs 30 Lakh as mentioned herein above shall not be evaluated.

3.1 Short-listing of Applicants

Of the Applicants who have scored **60 marks** and above out of 100, shall be prequalified and short-listed for financial evaluation in the second stage.

3.2 Evaluation of Financial Proposal

- 3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause. For financial evaluation, total cost of financial proposal will be considered which shall be inclusive of GST and other applicable taxes, levies etc. at the time of bid submission. The payment show ever shall be made in accordance with applicable tax laws.
- 3.3.2 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the bidder.

Under Quality Cost-Based Selection (QCBS) selection, the technical proposals will be allotted weightage of 70% (Seventy per cent) while the financial proposals will be allotted weightage of 30% (Thirty per cent). Proposal with the lowest cost may be given a financial score of 100 (Hundred) and other proposals given financial scores that are inversely proportional to their prices w.r.t. the lowest offer.

Similarly, proposal with the highest technical marks (as allotted by the evaluation committee) shall be given a score of 100 (Hundred) and other proposals be given technical score that are proportional to their marks w.r.t. the highest technical marks.

The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the bidder shall be ranked in terms of the total score obtained.

The proposal obtaining the highest total combined score in evaluation of quality and

cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc.

The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1. In such a case, an Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

- 3.3.3 The Selected Bidder/firm shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified.
- 3.3.4 Nandankanan reserves the right to modify the evaluation process / relax any criteria of eligibility for the selection of bidders laid down in the EOI document, if felt necessary, without assigning any reason, whatsoever, and without any requirement of intimating the bidder so far any such change.

4. PRE-BID MEETING

- 4.1 Pre-Bid Meeting of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have purchased the EOI document or downloaded the same from the Official Website of the Authority, shall be allowed to participate in the Pre-Bid Meeting. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 4.2 During the course of Pre-Bid meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

5. MISCELLANEOUS

- 5.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Odisha shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 5.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto
 - Consult with any Applicant in order to receive clarification or further

information;

- Retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
- Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

- 6.1 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.2 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

ANNEXURE- I

TECHNICAL SPECIFICATION FOR CHLORINATION UNIT

Source of water: - Lake water

Design Scheme

Raw water supply Pump (By Client) Alum dosing -- Lime dosing ---Sand Filter or MGF ---Chlorine dosing --- Carbon Filter -- PH Dosing

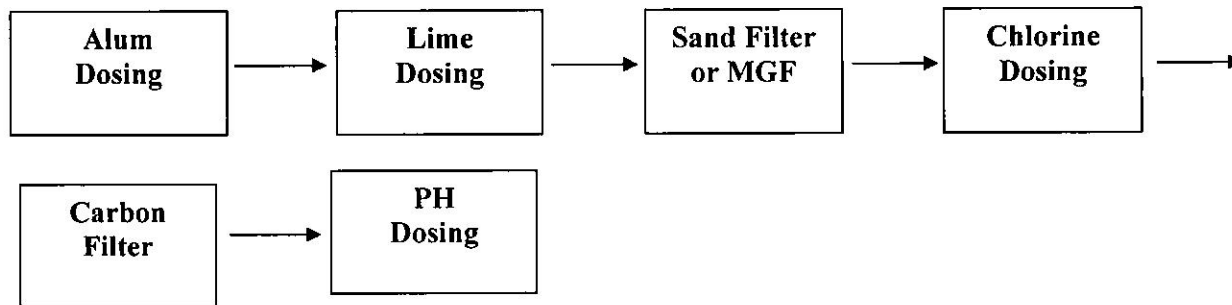
Treated Water Quality

| Source | | As per your cooling water Analyses report |
|--------------------------|-----|---|
| TSS at outlet | NTU | <Nil. |
| Total Iron | ppm | <0.3 |
| pH | --- | 6.5 to 7.5 |
| Other Chemical parameter | | Remain Unchanged. |
| Colour in Hazen Unit | | Unobjectionable |
| Turbidity | NTU | Considering<5 |
| Taste | | No Recommended |

Design Output/Flow rate/Scheme

| | | |
|---------------------------------|---|----------|
| Present Raw water pump capacity | 15 to 17 M3/hr @ 35 meter head (NKZP scope) | |
| Chlorine Dosing System | 06 LPH | |
| No. of Stream | - | 1 |
| Capacity | m ³ /hr. | 17 M3/hr |
| Multi Grade Filter inlet Flow | m ³ /hr. | 17 M3/hr |
| Multi Grade Filter inlet Flow | m ³ /hr. | 17 M3/hr |
| Mode of operation | | Manual |

Process Flow Diagram



Scope of Supply & Technical Data for 01 unit

Alum Dosing System:

1. Alum pot having capacity 5kg volume- 1 No.
2. Make-CI
3. Orifice Assembly – 1No.
4. Pipe& Valve Fittings- 1 set

Lime Dosing System: with Doser Bag

1. Lime pot having capacity 16 Gallons volume-1 No.
2. Make- MS
3. Orifice Assembly-1 no.
4. Pipe& Valve fittings- 1 set

Multi Grade Filter--- 1 no.

- | | |
|---------------------------------------|---|
| 1. Size | : 1000mm Dia. X 2200 HOS (Height on Straight) |
| 2. Dis.& Plate Thickness | :8mm & 6mm |
| 3. Type of Unit | : Vertical Down Flow type. |
| 4. Capacity | : 17m ³ /hr. |
| 5. Design Pressure | :5.0 Kg/cm ² |
| 6. Normal Operating pressure | : 3.5 kg/cm ² . |
| 7. Valve | : Butterfly Type, |
| 8. Filter Media | : Pebbles, Gravels & Mesh Sand. |
| 9. MOC(Material of Construction): MS. | |
| 10. Pressure Gauge | : 2no. (1 in inlet & 1 in outlet) |
| 11. Mode of operation | : Manual. |
| 12. Duration Backwash | :30 Min. |
| 13. Duration of Rinse | :15 min |
| 14. All Flanges and components | : B.S 10 Table D |
| 15. Pipeline sizes | : 80NB |
| 16. Internal Distribution | : Header & Lateral Assembly |
| 17. Valve make | : Audco |
| 18. Vessel Specification | :IS 2062, Grade B |

Chlorine Dosing System—1 no.

- | | |
|-----------------------|--------------------------|
| 1. No. of pump | : 1 No's |
| 2. Pump Dosage | : 6.0 LPH |
| 3. Discharge Pressure | : 2.0 kg/cm ² |
| 4. MOC | : PP |
| 5. Make | : Milton Ray. |
| 6. Power | : 415 V, 50 Hz. |

- | | |
|-------------------------|-------------------------------------|
| 7. Dosing tank capacity | : 250 liters |
| 8. MOC | : HDPE (High Density Poly Ethylene) |
| 9. No. of tank | : 1 no. |

ACTIVATED CARBON FILTER--- 1 no.

- | | |
|-----------------------------------|-----------------------------------|
| 1. 1. Size | : 1000mm Dia. X 2200 HOS |
| 2. Dis.& Plate Thickness | : 8mm & 6mm |
| 3. Type of Unit | : Vertical Down Flow type. |
| 4. Capacity | : 17m ³ /hr. |
| 5. Design Pressure | : 5.0 Kg/cm ² |
| 6. Normal Operating pressure | : 3.5 kg/cm ² . |
| 7. Valve | : Butterfly/ Diaphragm Type, |
| 8. Filter Media | : Pebbles, ACTIVATED CARBON. |
| 9. MOC (Material of Construction) | : MS. |
| 10. Pressure Gauge | : 2no. (1 in inlet & 1 in outlet) |
| 11. Mode of operation | : Manual. |
| 12. Duration Backwash | : 30 Min. |
| 13. Duration of Rinse | : 15 min |
| 14. All Flanges and components | : B.S 10 Table D |
| 15. Pipeline sizes | : 80NB |
| 16. Internal Distribution | : Header & Lateral Assembly |
| 17. Valve make | : Audco |
| 18. Vessel Specification | : IS 2062, Grade B |

PH Dosing system—1 no.

- | | |
|-------------------------|--------------------------|
| 1. 1.No. of pump | : 1 Nos |
| 2. Pump Dosage | : 6.0 LPH |
| 3. Discharge Pressure | : 2.0 kg/cm ² |
| 4. MOC | : PP |
| 5. Make | : Milton Ray. |
| 6. Power | : 415 V, 50 Hz. |
| 7. Dosing tank capacity | : 250 liters |
| 8. MOC | : HDPE |
| 9. No. of tank | : 1 no. |

SCOPE OF WORK

- (a) The EOler are required to submit copies of detail drawing, manufacturer literature, characteristic etc. If any defect will be noticed during the guaranty period the supplier should rectify such defect or replace the defective parts at his own cost on priority basis.
- (b) Testing and commissioning of Chlorine Dosing system, Multi Grade pressure sand filter & Carbon plant with all accessories shall be done as per IS specification/standard code of practice. Trial run will be made for 30 days including of all labour, T & P and ancillary equipments by the EOler. The firm has to ensure satisfactory trail run giving required performance at his own cost within the trial run period the EOler will educate the maintenance staff of the undersigned for its future use.

- (c) Consignee will not pay any additional cost for transit insurance and it is the sole responsibility of the EOler to deliver the goods in good condition at the Nandankanan Zoological Park.
- (d) The bidder shall provide two years CMC after the date of installation and he shall quote. After 2 years, 2 years CMC cost separately in the financial bid. Additionally the bidder may quote AMC/CMC for next 5 years annually in separate form.
- (e) The supplier should adhere or supply the make as mentioned in the Technical Specification. Any deviation regarding this may lead to cancellation of the awarded tender.**
- (f) During CMC, the awarded bidder should use same make spare parts.**

Payment schedule

1. After successful installation of the plant, 90% payment shall be released. Balance 10% shall be released within 03 months after successful implementation. The CMC for 2 years payment will be paid in two installments in each year 50% in advance and 50% after satisfactory performance of 1st 6 months. Similar the payment of AMC/CMC after 2 years if agreed by Nandankanan authority will be paid in two installment at 6 month interval.
2. In the event of failure or refusal to execute the work order the EMD and SD deposited shall be forfeited and order shall be cancelled. In case of any delay in supply, commissioning, testing, installation shall be carried out within 30 days from the date of supply order of the R.O. Plant, a penalty of 1.5% of the order value shall be imposed subject to a maximum of 5%.
3. The EOler is not required to make any correspondence with the authority before or after opening of the EOI. The EOler may furnished similar installation work if any undertaken by him supported with performance certificate.
4. The minimum warranty period is 2 years from the date of installation and it is mandatory for the bidder for attend all the defect within 24 hours of complain by Nandankanan.

Signature of the applicant

Deputy Director
Nandankanan Zoological Park

Name :

Full address:

APPENDIX-I
Form-1

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To

.....
.....

Sub: **"SUPPLY, INSTALLATION & COMMISSIONING OF NEW CHLORINATION PLANTS- 1 NO at Nandankanan Biological Park", Bhubaneswar.**

Dear Sir,

1. With reference to your EOI Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for **SUPPLY, INSTALLATION & COMMISSIONING OF NEW CHLORINATION PLANTS- 1 NO** at Nandankanan Biological Park, Bhubaneswar. The proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We declare that:
 - (a) I/We have thoroughly examined the EOI along with all its annexure, terms & conditions of the Agreement and have no reservations to the EOI Documents, including any Addendum issued by the Authority;
 - (b) I/We have visited the Site and found the same to be workable

- (c) I/We have completely and properly done the due-diligence required for satisfactory completion of the work and are satisfied that work can be completed by us & on our own within the stipulated period and even without any assistance of the Nandankanan.
 - (d) I/We do not require any additional information from the Authority and before submitting the proposal have completely assessed the EOI, requirements of the work and the ways of executing the work in all respects.
 - (e) I/We submit that the work shall be done by us at our own risk & cost.
I/We have submitted the bid on our own and without any sort of force, allurement, inducement or pressure from any person or Authority.
 - (f) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in the EOI document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (g) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the EOI, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Bidder, without incurring any liability to the Applicants in accordance with in the EOI document.
 8. I/We declare that we/any member of the consortium are/is not a member of a/any other Consortium applying for Selection as a Bidder.
 9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Bidder for the Project or which relates to a grave offence that outrages the moral sense of the community.
 10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
 12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Contractor/Consortium or in connection with the Selection Process itself in respect of the above-mentioned Project.
 13. The Bid Security of Rs..... (Rupees.....) in the form of a Demand Draft is attached, in accordance with the EOI document.
 14. I/We agree and understand that the proposal is subject to the provisions of the EOI document.

- In no case, shall I/we have any claim or right of whatsoever nature if the Bidder/Firm for the Project is not awarded to me/us or our proposals not opened or rejected.
15. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the EOI.
 16. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached here within Form-3.
 17. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form of the EOI. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
 18. I/We have studied EOI and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Contractor/Consortium.
 19. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
 20. I/We agree and undertake to abide by all the terms and conditions of the EOI Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the EOI Document.

Yours faithfully,

(Signature)

(Name and designation of the authorized signatory)

(Name and seal of the Applicant/Lead Member)

APPENDIX-I

Form-2

Particulars of the Applicant

| | |
|-----|--|
| 1.1 | Title/Name of the Bidder/Firm: |
| 1.2 | Title of Project: "SUPPLY, INSTALLATION AND COMMISSIONING OF CHLORINATION UNIT AT NANDANKANAN BIOLOGICAL PARK |
| 1.3 | State whether applying as Sole Firm or Lead Member of a bidder: Sole Firm or Lead Member of a consortium |
| 1.4 | State the following: Name of Company or Firm: Legal status (e.g .incorporated private company, un incorporated business, partnership etc.): Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its mainlines of business Name, designation, address and phone numbers of authorized signatory of the Applicant: Name: Designation: Company: Address: Phone No.: E-mail address: |

| | |
|-----|--|
| 1.5 | If the Applicant is Lead Member of a bidder/firm, state the following for each of the other Member Firms: |
| | (i) Name of Firm: (ii) Legal Status and country of incorporation (iii) Registered address and principal place of business. |
| 1.6 | For the Applicant,(in case of a bidder/firm, for each Member), state the following information: (i) Has the bidder or any of the Members in case of a bidder been penalized by any organization for poor quality of work or breach of contract in the last five years? <div style="text-align: right;">Yes/No</div> (ii) Has the Bidder ever failed to complete any work awarded to it by any public authority/ entity in last five years? <div style="text-align: right;">Yes/No</div> (iii) Has the Bidder of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? <div style="text-align: right;">Yes/No</div> (iv) Has the Bidder, in case of a bidder, suffered bankruptcy/insolvency in the last five years? <div style="text-align: right;">Yes/No</div> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this Bidder/Firm assignment.</p> |
| 1.7 | If yes, does the Bidder (and other Member of the Bidder) agree to limit the Bidder's role only to that of a bidder to the Authority and to disqualify themselves, their Associates/affiliates, subsidiaries and/ or parent organization subsequently from work on this Project in any other capacity? <div style="text-align: right;">Yes/No</div> |

| | |
|-----|--|
| 1.8 | <p>Does the Bidder intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Execution of Projects?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Bidder agree that it will only be acceptable as Executioner, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Bidder ?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only?</p> <p style="text-align: right;">Yes/No</p> <p style="text-align: right;">(Signature, name and designation of the authorized signatory)</p> <p style="text-align: right;">For and on behalf of.....</p> |
|-----|--|

APPENDIX-I

Form-3

Power of Attorney

The registered office) do hereby constitute, nominate, appoint and authorize Mr/Ms.....son/daughter/wife and presently residing at, who is presently employed with us and holding the position of..... as our true and lawful attorney (hereinafter referred to as the “**Authorized Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Bidder for supply, installation and commissioning of Chlorination unit and RO plant. Project, proposed to be installed by the (the “**Authority**”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all bids and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers here by conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHERE OF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS.....DAY OF20.....

.....
(Signature, name, designation and address)

Witness:

- 1.
- 2.

Accepted

Notarized

F
o
r
.

.....
(Signature, name, designation and address of the Attorney)

Notes:

- i. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs.100 (hundred) and duly not raised by notary public.*

- ii. *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- iii. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-I

Form-4

Financial Capacity of the Applicant

| Sl. No. | Financial Year | Annual Revenue (Rs. in Lakhs) |
|---------|----------------|----------------------------------|
| 1. | 2020-21 | |
| 2. | 2021-22 | |
| 3. | 2022-23 | |

Certificate from the Statutory Auditor^s

This is to certify that(name of the Applicant)has received the payments shown Above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: Please do not attach any printed Annual Financial Statement.

Form-5**Abstract of Eligible Assignments of the Applicant^s**

| Sl. No | Name of Project | Name of Client | Estimated capital cost of Project (in Rs. lakhs) | Payment ^{ss} of professional fees received by the Applicant (in Rs. lakhs) |
|------------------|-----------------|----------------|--|---|
| (1) ^f | (2) | (3) | (4) | (5) |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

^s The Applicant should provide details of only those projects that have been undertake under its own name.

The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-7 of Appendix-I.

Certificate from the Statutory Auditor^s

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and /or the clients.

Name of the audit firm:

Form-6

| | | |
|--|---|--|
| 1. | Name of Applicant: | |
| 2. | Name of the Project: | |
| 3. | Description of services performed by the Applicant Firm: | |
| 4. | Name of client and Address: (indicate whether public or private) | |
| 5. | Name and telephone no. of client's representative: | |
| 6. | Estimated capital cost of the Project (in Rs. lakhs): | |
| 7. | Payment received by the Applicant (in Rs. lakhs): | |
| 8. | Start date of the services (month/year): | |
| 9. | Finish date of the services (month/year): | |
| 10. | Brief description of the Project: | |
| <p>It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.</p> <p style="text-align: right;">(Signature and name)</p> | | |

APPENDIX-2

Form-1

FINANCIAL PROPOSAL

Price proposal FOR "SUPPLY ,INSTALLATION AND COMMISSIONIN OF CHLORINATION UNIT AT
NANDANKANAN BIOLOGICAL PARK "

| Sl. No | Description | Offered price including all taxes and other incidental charges (in figure) | Offered price including all taxes and other incidental charges (in words) |
|-------------------|---|--|--|
| A | i) Supply & installation of the Chlorination unit (per unit price) | Rs _____ _____ Only | Rs _____ _____ Only |
| B | <u>Mandatory</u> CMC cost for two years (i) For Chlorination unit | (i) Rs _____ _____ Only | (i) Rs _____ _____ Only |
| C | TOTAL | Rs _____ _____ Only | Rs _____ _____ Only |
| Additional | | | |
| D | CMC/AMC cost for maintenance of the Chlorination unit for (i) 3 rd year (ii) 4 th year (iii) 5 th year (iv) 6 th year (v) 7 th year | Rs _____ _____ Only (i) 3 rd year _____ (ii) 4 th year _____ (iii) 5 th year _____ (iv) 6 th year _____ (v) 7 th year _____ | Rs _____ _____ Only (i) 3 rd year _____ (ii) 4 th year _____ (iii) 5 th year _____ (iv) 6 th year _____ (v) 7 th year _____ |

Note:

1. The financial evaluation shall be based on the quoted price as per Sl.No. C i.e. offered price for supply & installation and mandatory 2 years CMC cost. The total in Item- A shall, therefore be the amount for purpose of evaluation.
2. The fees quoted above are inclusive of Good and service tax (GST), and other taxes, cess, Levies, sub charges etc. at the time of bid submission as applicable on the quoted fee.
3. The fees quoted above are inclusive of all expenses likely to be incurred in carrying out the

f

assignment including procurement of any material, preparation of deliverables as detailed, site visits, out of pocket expenses for traveling, accommodation, subsistence, transportation and other miscellaneous expenses.

4. The breakup of cost under various heads of services is being furnished separately on the next page as per the prescribed format.
5. After the mandatory compressive maintenance (including spare parts and service charges) for 1st 2 years, the Nandankanan authority may continue the comprehensive maintenance or annual maintenance for next 5 years based on quoted rates. For that bidder clearly mention the quoted rate is for CMC or AMC in the Sl. No. D & E.

Signature Authorized Representative