

Nandankanan Zoological Park
Barang, Khordha
Odisha



EOI/RFP for Conceptualization, Design,
Engineering, Supply, Installation,
Testing, Commissioning & Hand over
with training of Water Fountain with
Lighting system in Lily Pond at Multi
Level Car Parking
Nandankanan Zoological Park

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This tender document is not an agreement and is not an offer or invitation by Nandankanan Zoological Park to any parties other than the Bidders. The purpose of the tender document is to provide the Bidder (s) with general information to assist the formulation of their quotes. This tender document does not purport to contain all the information each Bidder may require. This bid document may not be appropriate for all persons, and it is not possible for Nandankanan Zoological Park, their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this tender document. Each bidder should conduct his own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender document and where necessary obtain independent advice from appropriate sources. Nandankanan Zoological Park, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulation as to the accuracy, reliability or completeness of the tender document.

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SECTION - 1

BACKGROUND

Nandankanan Zoological Park

Name of Work: Conceptualization, Design, Engineering, Supply, Installation, Testing, Commissioning & Hand over with training of Water Fountain with lighting system in Lily Pond at Multi Level Car Parking at Nandankanan Zoological Park

Pre-Qualification cum Tender is invited for Water Fountain with lighting system form Companies/ Individual/ Proprietors, based on the competitive and quality-based offers in two Envelope system i.e. Envelope No.1: Pre-qualification-cum-technical (Technical Bid) and Envelope No.2: Financial bid.

Total Project Cost: Rs. 26.00 Lakhs (Inclusive of GST & Taxes)

Project Implementation Duration: One Month after issuance of Letter of Intent/award or from the date of handing over of the clear site whichever is later.

- Operation & Maintenance:** 01 (ONE) years of comprehensive Operation & Maintenance, further period will be extendable on mutual agreement as per the EOI/RFP project.

Interested firms/agencies should have following: -

- Experience in similar nature of works
- PPT/3D presentation with all specifications, drawings, concept plans

Firms who can meet the above parameters can submit the offer in two-bid system.



SECTION - 2
Scope of Work

The budget for the project is Rs. 26.00 Lakhs including G S T and is to be executed in One month time from the date of issuance of work order/LOI or from the date of handing over of the clear site. The project includes the following major components:-

Part A: Scope of work during the SITC

1. The bidder shall be designing & installation of fountain with different light system etc. in the existing lily pond.
2. Nandankanan Zoological Park give electrical point of supply, rest of the work done by the bidder it means from transformer to main panel works are done by bidder.
3. Minimum area of the 68.7 X 56.1 Mtr.
4. All the formations consisting of more than one nozzle shall be given independent drives, with splitting of the total drive. Where it is possible for the redundancy and should be continued the operation in case of failure of one Pump.
5. Solenoid/Compressor based water fountain for pressured air piping/hosing for all the shooters. The system should be consisting of air tank, compressor, filter and drain waste water.
6. IP68 rated submerged LED RGB lights required for the show.
7. The entire Fountain structural should be GI pipe/Steel.
8. All water effects should be controlled with a PLC controller that can be synchronized to solenoid nozzle using a synchronization signal.
9. Nozzles must be made with chrome, stainless or anodized aluminium alloy.
10. Civil and electric work as per the requirement at site includes reinforcement of concrete works in all sorts of structures, plastering, glass mosaic tile fixing, grouting, water proofing.



OTHER SPECIFICATIONS:

1	Pipe Works & Fittings	Water pipe and plumbing work fixation of PVC/UPVC pipes, joints (Make- Supreme/Finolex)
2	Water proofing coating	Make- Dr. fixit
3	Solenoid Valves	Chrome/Steel etc.
4	Control panel	
5	Foam jet nozzle	Stainless steel
6	Pump	15 HP (Kirloskar/Crompton- 3 phase)
	Ring fountain nozzle	Chrome nozzle- 1/2 " dia- 3-4 mtr
	Spray ring	Jindal or TATA GI pipe
7	Lights	Aluminum alloy die cast housings (all surfaces powder coated), stainless steel hardware, brass cable gland, toughened glass. The luminaries shall be waterproof and having IP68 rating certified by Government of India Test Laboratory. A copy of the test certificate to be submitted.
8	Electric materials	Supply of all materials and wiring completely required for fountain including pump, light, control panel and transformer connection (Make- Havels, Polycab)
9	Hardware	Plated or Galvanized
10	Pumps	Submersible of Standard Specifications (Kirloskar/Crompton)
11	Electric Supply	PLD voltage 220-240, 3 phase, IP55 50 Hz frequency

9. Design, supply, installation, commissioning, operation and maintenance of all new equipment (as per list of equipment's provided and general arrangement shown in BOQ of reputed brands with advanced high efficiency essential for the show with effective and enhanced formations and effects for Five Years (One-year Defect Liability Period and O&M) from the date of successive commissioning after the trial run of one month and issue of certificate of operational acceptance by Nandankanan Authority.
10. The Applicant shall submit 'as built drawings' pertaining to the show to the Nandankanan Authority.
11. The Applicant shall also submit to Nandankanan Zoological Park the O&M manual and guarantee cards of all the equipment installed for the show.
12. The Applicant shall be responsible for running of water fountain during the day time as well.
13. The Applicant has the liberty to conceive the project at their own ideas that shall match with the international standards. They must visit the site for better understanding.
14. The Applicant should provide details of the hardware/ equipment's to be provided in an elaborate manner (description, type and make, location already installed)
15. The Applicant shall be responsible for the procurement of all the spare



parts during the period of **Two Years** (defect liability period of 12 months including annual maintenance contract) with the manufacturers, Routine and periodic maintenance of entire multimedia laser show etc. such as water filtration system, treatment system, water sump levels and cleaning, motors in the sump, inlet and outlet valves, procurement of fog liquid, minor and major repairs, etc. for efficient running of multimedia laser show system at specified intervals.

16. Any repairs are to be attended on top priority for effective show without any compromise on the performance of the Water Fountain.
17. The Applicant shall obtain relevant insurances suitable for the equipment and O&M as against any damage during the shows and also follow up action with insurance agencies making claims on behalf of Nandankanan Zoological Park in case of damages, etc.
18. The Applicant shall include all consumables, tools and equipment's required during O&M operations.
19. The works shall be executed as per the statutory guidelines of concerned authority.
20. The Applicant shall complete the O&M successfully for five years of Defect Liability Period and shall handover all the equipment's installed in good working condition to Nandankanan Zoological Park for closure of the contract.
21. All equipment's shall be covered under OEM guarantee for a period of one years from the date of commissioning of the project.
22. All proposals submitted in response to this RFP shall become the property of the Nandankanan Zoological Park regardless of the rejection/acceptance of any proposal.
23. Beautification of Lily ponds with natural elements shall be also under the scope of the bidder



Part B: Scope of work

1. On Successful Completion of Supply, Installation, testing & Commissioning work as per the EOI/RFP, it will be in the scope and responsibility of the Bidders to get the entire Installation and Commissioning Work verified and Certified by the Consultant, and same has to be informed to Nandankanan Zoological Park in Written.
2. Comprehensive AMC will start from the date of certification of Completion of SITC Work by the bidder.
3. The Successful Bidders, shall be responsible for the procurement of all the necessary original spare parts for the entire Installation done by him during the entire period of AMC of 1 year, from the Original Equipment Manufacturers.
4. Bidders shall have to carry out routine preventive maintenance and repairing during the Comprehensive AMC period of 1 year.
5. In the event of any Breakdown, the Bidders shall have to arrange for more necessary technical experts and other required staff in order to resume the System.
6. Penalty for AMC, after commissioning and on the commencement of the AMC work, if the fountain remains in non-working condition for more than 24 hrs, then penalty Rs. 1000/- per day will be deducted from the last payment schedule which will be with the Nandankanan Authority for 3 months after the successfully installation of the project.

If after 1 year of installation, the Nandankanan Zoological Park may be extent minimum 2 years then bidders have to ready to do the work as per the last year AMC payment condition.
7. Operation and Maintenance: Before the Works are taken over Bidders shall supply operation and maintenance manuals with drawings of the Works as built. These shall be in such detail will enable the Nandankanan Zoological Park to operate, maintain, adjust and repair all parts of the Works.
8. For breakdown repairing more require persons are to be deployed at site within 24 hrs of raising the complaint.

SECTION – 3

TECHNICAL AND ARTISTIC PROPOSAL

Bidders are requested to submit their proposal in two Parts in two separate envelopes/ and put together in one single outer envelope (Master Envelope). The two parts shall be: -

Part 1: Technical and Artistic Production
Proposal
Part 2: Financial Proposal.

- ❖ The proposal shall be written in English language only.
- ❖ All pages of the Proposal shall be signed either by the Managing Director/Head of the eligible firm OR by an authorized representative holding proper Power of Attorney. The original Power of Attorney shall be executed by Managing Director / Head of firm/Authorized Person duly notarized and submitted with the proposal.

Part 1: Technical Proposal

This submission shall contain the following information/details using, but not limited to the attached standard forms.

- A. Experience in similar nature of works (**Annexure – I**) OR
- B. The bidding agency should have a team of professionals with requisite background and professional experience in their respective areas of specialization. (**Annexure -II**).
- C Bidders are expected to examine all terms and conditions included in the documents. Failure to provide all requested information will be at their own risk and may result in rejection of the proposal (Bid).
- II During preparation of the technical proposal, Bidder may give particular Attention to the following:
 - i. **Joint ventures are not allowed.**
- III The technical proposal must not include any financial information other than what has specifically been requested for. A Technical proposal containing financial information other than what has specifically been requested for may be declared non- responsive.



**ALL DOCUMENTS SUBMITTED SHALL BE IN THE NAME OF BIDDING
AGENCY ONLY**

Part 2: Financial Proposal

- IV** In preparing the Financial Proposal, agencies are expected to take into account therequirements and conditions of the tender documents.
- V** The Financial Proposal should follow Standard Forms (**Annexure -III**). It listsall costs associated with the Assignment, including all applicable taxes.
- VI** The prices of the services are to be indicated only in Local currency (INR) and shall bewritten in both words as well as figures.
- VII** The bidder has to indicate the price of individual component as listed in the Annexure III of financial bid for evaluation of post project cost in case of any deviation during the execution of the contract.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

The original proposal shall be prepared in indelible ink. It shall contain no inter- lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initiated by the person or persons who sign(s) the Proposals.

An authorized representative of the firm shall initial all pages of the Proposal. Agency shall submit one "Original" proposal only. The envelope must be clearly Marked.

"DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE"

Name of the Project: Conceptualization, Design, Engineering, Supply, Installation, Testing, Commissioning of Water Fountain with light system in Lily Pond inside Multi Level Car Parking

The outer sealed envelope (Master Envelope) shall include two separate sealed envelopes, each clearly marked as **"Part 1: Technical Proposal"** **"Part 2: Financial Proposal"**



Complete proposal must be delivered at the Submission address mentioned in the document on or before the time and date stated in the document. Any proposal received after the closing time for submission of the proposals shall be returned / rejected unopened.

The proposal should be valid for a period of 90 days.

5. **PROPOSAL EVALUATION**

Since the proposed work is a work of art, it is recognized that it cannot be evaluated based on a single criterion or a set of quantifiable criteria. It is also important to note that in order to obtain a unique work of art which is distinct from any other similar work existing, Nandankanan Zoological Park has decided to adapt the process of Quality and Cost Based Selection (QCBS), thereby providing maximum freedom to bidders to apply their creative talents for the proposed show, within the cost budget provided by Nandankanan Zoological authority. A three-stage procedure will be adopted in evaluating the proposal to assure a score on technology, artistic realization and financially, the proposal should comply with the Nandankanan Authority's practices including the primary condition that it is within the budgeted value. The principles used for the evaluation will be as follows:

(i) Technical Evaluation - Firm securing minimum qualifying marks mentioned in Section – 5.2 will only be eligible for consideration of award of the contract.

(ii) Design & Artistic Evaluation – This project is offered to the public and viability will be based primarily on its show value. It is impossible to equalize two different artistic productions by assigning them two different weights, as is done for equalizing technical proposals. Therefore, it is proposed to follow the procedure of ranking the proposal based on subjective assessment by a set of professionals, with particular attention to creativity, innovativeness and blended use of technology components.

(iii) Financial Evaluation. The financial evaluation would be used as the final filter to evaluate the proposals which satisfy the minimum score in technical evaluation and which are ranked as per the design & artistic evaluation. No proposal will be accepted unless they are within the budgetary estimate and also, they do not contain any commercial clause that will not be acceptable to Nandankanan Zoological Park Authority. Nandankanan Zoological Park will negotiate with the bidders in sequence of their ranking, as set out in clause 5.1 (ii)



Technical, Design & Artistic Evaluation

Under this scheme, it is proposed to pre-qualify only those companies that are assessed in technology aspects.

The Evaluation Committee appointed by the Nandankanan Zoological Park shall carry out its evaluation applying the evaluation criteria specified in the bid document. Evaluation of the application would be done as per the documents submitted.

The bidders who satisfy the pre-qualification criteria will be invited to make a presentation on the technology package and beautification of Lily pool with natural elements.

The presentation will also cover the artistic components in detail. The bidder is expected to provide samples / details to enable the committee to assess the creativity of its proposed show, the innovativeness of the show, as compared to other similar shows and also explain the details of how the various technology components are blended to deliver high artistic value.

Financial Evaluation

The bidders, who were qualified in the technical proposal, will be eligible for opening of financial bid. Since the proposed work is having maximum budget ceiling of Rs.26.00 Lakhs, including all taxes, any financial proposal exceeding the limit shall not be considered.

NEGOTIATIONS & DISCUSSIONS

6.1 Prior to the expiration period of validity of proposal, Nandankanan Zoological Park shall notify the successful firm for negotiations & discussions to finalize the implementation details. The aim of the discussions is to reach agreement on all points.

7. PERFORMANCE SECURITY

Before awarding the contract or issuance of Letter of Intent to award the work, the Agency has to deposit 5% of the tendered amount as **Security Deposit** in the form of Account Payee Demand Draft/ Bank Guarantee from a commercial



bank in an acceptable form. The Bank Guarantee should remain valid for a period of one year beyond from the date of completion & handing over of all works related to show. The Security Deposit will be released after successful performance of the contractual obligation. The Performance Security will be pledged in the Name of **"Deputy Director, Nandankanan Zoological Park, Barang"** payable at Bhubaneswar.

8. **AWARD OF CONTRACT**

After completion of negotiations/ discussions with the agency and on furnishing of the performance security by the agency, Nandankanan Zoological Park shall award the Contract to the selected agency. However, after signing of the Contract, Nandankanan Zoological Park may return the unopened Financial Proposals to the unsuccessful bidders. The firm is expected to commence the Assignment on the date and at the location specified in the document

9. **CONFIDENTIALITY**

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

10. **ADDENDUM TO THE TENDER DOCUMENT**

An addendum to the tender document, IF ANY, will be issued at least one week before the date of submission / closing of tender. Bidders are requested to kindly refer notifications before submission of their bid document. Bidders are requested to be remaining updated with the notification.

11. **BID SUBMISSION DATE**

Company /Individual/Proprietor fulfilling the defined criteria as defined in the EOI/RFP document may submit on or before 11.06.2023 **at 5.00 PM** in a sealed envelope, containing two separate envelopes, addressed to the Deputy Director, Nandankanan Zoological Park, Baranga, Bhubaneswar PIN-754005. Tenders (Technical Bids) shall be opened on the day **12.06.2023 at 11.00 AM** in the presence of the Technical Committee.



SECTION – 4

GUIDELINES FOR SUBMISSION OF TENDER

Eligibility Criteria:

- Experience in similar nature of works
- PPT/3D presentation with all specifications, drawings, concept plans,
- Bidders who can meet the above parameters can submit the offer in two-bid system.

The proposal should be submitted in two parts in two separate envelopes / packets and put together in one single outer envelope/packet (Master Envelope) super scribed with the name of the work. The two parts of the proposal are: -

Part / Cover – 1 : Superscribed with the name of the Work and “Technical Bid”.

To include the following documents:

a) Details of the Tenderers

- (i) Profile / credentials of the Agency / Company/Individual.
- (ii) Details of in – house Technical Manpower and Staff available.
- (iii) Track record - details of involvement in similar works.
- (iv) Specific experience relating to the particular work.
- (v) Copy of PAN (Copy to be enclosed)
- (vi) GST Registration (Copy to be enclosed)
- (vii) Demand draft for **Rs. 6000/-** towards **application fee** drawn in favour of **“Nandankanan Zoological Park”** – Nonrefundable.
- (viii) **EMD for Rs 65,000/-** in the form of a Demand Draft drawn in favour of **DEPUTY, DIRECTOR, NANDANKANAN ZOOLOGICAL PARK, BARANG, BHUBANESWAR**. EMD will be returned to unsuccessful tenderers. No interest shall be paid on the EMD.
- (ix) Any other details, documents that the intending bidder deems suitable for the evaluation.
- (x) An affidavit on non-judicial stamp paper of **Rs 100.00** shall be submitted stating “that in case of any ambiguity noticed in the documents submitted at any stage we shall be entirely responsible and liable for any action as deemed fit under the law.”

b) Details pertaining to the Water Fountain with different light system in Lily Pond inside Multi Level Car Parking

- (i) Concept / Theme of the water fountain.



- (ii) In House facility like the manpower consisting of creative people, Lighting Designer, Fountain Experts etc.
- (iii) **Technology** - Introduction of new technology with innovation (Brief description of the Technology to be given)
- (vi) **Hardware**
- ❖ The number of lights, nozzles, pumps, cables with description type and make to be mentioned.
 - ❖ The light equipment's, no. of LED lights with make to be indicated.
 - ❖ Equipment so selected shall be of reputed brand having after sales service in Odisha State.
 - ❖ Equipment so selected shall be detailed for the location installed in Odisha State for similar work to judge their quality.
 - ❖ The detail of equipment shall be elaborative and shall be in line with Concept Treatment. General information of equipment may lead to disqualification.
 - ❖ **Time frame** required to complete the project will have its overall impact.

The Concept / Design of the fountain, etc. as indicated above **must be submitted in Soft copy.**

All annexure as detailed in the document (excluding details/annexure comprising The financial bid) are to be enclosed in the technical bid. Tenders containing submission of the financial bid/details in the technical bid shall be rendered disqualified.

Note: One Bidder is allowed to give only one presentation as per concept / Design. Bids without document fee, earnest money and undertaking will be summarily disqualified. Prospective bidders/agencies who are not able to prove their capability (as per eligibility criteria) through the required documents submitted will be not called for Technical & Thematic presentation.



SECTION – 5

EVALUATION / SELECTION CRITERIA:

Stage 1: Minimum Eligible Criteria:

Minimum eligible criteria require for qualified in Stage 2.

Sl. No.	Description
1	Firms detail The bidder must be a at least one year old firm/company (submit company establishment document)
2	Financial Strength The applicant should have an minimum average annual turnover 50 lakhs in last three completed financial years
3	Net worth The applicant should have a minimum net worth of INR 25 lakh at the close of the preceding financial year.
4	The applicant should have completed at least 05 outdoor dynamic and interactive RGW/WW/musical foundation/ledger and sound show in garden/lake/beach/building/ event for Govt./Semi-Gov. client of value not less than 20 lakhs
5	The applicant should have completed at least 03 outdoor dynamic and interactive RGW/WW/musical foundation/ledger and sound show in garden/lake/beach/building/ event for Govt./Semi-Gov. client of value not less than 50 lakhs
6	The applicant should have a manufacturing facility in India with permanently employed Engineer/Technician with minimum 03 years experience in similar project
7	Technical presentation

Stage 2 – Technical Evaluation Criteria:

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 Para 15 above. The price bids of only those consultants who qualify technically (Minimum Qualifying Marks: 70%) 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:



Sl. No	Description	Marks (Criteria Total)	Sub-criteria
1	Firms detail The bidder must be a atleast one year old firm/company (submit company establishment document)	05	(i) One year- 2 marks (ii) Two year and below five year- 3 marks (iii) Above five years- 5 marks
2	Financial Strength (The applicant should have an minimum average annual turnover 50 lakhs in last three completed financial years)	15	(i) 50 lakhs to 75 lakhs- 5 marks (ii) 75 lakhs to 1 crore- 10 marks (iii) Above 1 crore- 15 marks
3	Net worth (The applicant should have a minimum net worth of INR 25 lakh at the close of the preceding financial year)	05	(i) Net worth 25 lakhs to 30 lakhs- 1 marks (ii) 30 lakhs to 50 lakhs- 3 marks (iii) 50 lakhs & above- 5 marks
4	The applicant should have completed atleast 05 outdoor dynamic and interactive RGW/WW/musical foundation/ledger and sound show in garden/lake/beach/building/ event for Govt./Semi-Gov. client of value not less than 20 lakhs Note- Worker and competition both the certificate from client letterhead	15	(i) More than 10- 15 marks (ii) 06 to 09- 10 marks (iii) Equal to 5- 5 marks
5	The applicant should have completed atleast 03 outdoor dynamic and interactive RGW/WW/musical foundation/ledger and sound show in garden/lake/beach/building/ event for Govt./Semi-Gov. client of value not less than 50 lakhs Note-Worker and competition both the certificate from client letterhead	20	(i) More than 03- 20 marks (ii) 02 nos- 10 marks (iii) Equal to 1- 5 marks
6	The applicant should have a manufacturing facility in India with permanently employed Engineer/Technician with minimum 03 years experience in similar project	10	
7	Technical presentation	30	A concept presentation by the selected bidder through the committee as a venue in Nandankanan office. Each of the shortlisted bidders given a slot for 15 minutes for presentation and 10 minutes for discussion.
	TOTAL	100	



Stage 3 –Evaluation of Financial proposal

Bidders(s) shall submit their detailed technical and financial proposals and qualify for undertaking the project as set out in this EOI/RFP document. This qualification assessment would be through a QCBS process as described in this tender document.

The bidders are cautioned to note that they have to provide a proposal that meets the minimum technical standard, is rated as the highest, in terms of the creative content and must be within the specified budget provisions, and the selection of the successful bidder shall be as described in the above sections / sub-sections.



SECTION - 6

Terms of Payment: No advance will be paid for any kind of work to be executed. Payment will be made on the progress basis on the percentage of total project cost as per the schedule below:

	Stage	Payment	Time Span
Stage 1	Pre-Final Concept Approval of Concept		
	Date of Agreement		
Stage 2	Submission of Final Concept		
	Acceptance of stage 1 deliverables		
Stage 3.	Completion of civil work at proposed site	30%	
Stage 4.	Installation of water fountain and other pumps, solenoid valve	30%	
Stage 5.	Completion of plumbing and all electrical works and LED light installation	30%	
Stage 6	Completion of the project	5%	
Stage 7	Successful running of fountain (after 3 months)	5%	

All payments shall be made on receipt of valid bills along with all supporting documents. The payments shall be made in INR only and by Office of the Deputy Director, Nandankanan Zoological Park, Barang, Bhubaneswar.

For delay in delivery of goods/services as per the requirements, the Deputy Director, Nandankanan Zoological Park - reserves the right to impose a penalty / penalty on the agency as stipulated in tender and department norms.



SECTION- 7

ADDITIONAL INFORMATION

1. Budget as indicated is final having upper ceiling. The prospective bidder has to install water fountain with different light system within the budgeted cost indicated. In case of the financial proposal exceeds the limit of Rs. 26.00 Lakhs (including GST) the same would be not considered.
2. The selected agency should be open to minor modifications in the design, if required.
3. The project cost should include all duties, G S T .
4. Any reduction in the quantities of the Hardware equipment in the final project conceived found to less than the minimum quantity mentioned/ agreed in the tender will attract deduction of actual amount for the quantities found lesser based on the bill of entry or Proforma Invoice.
5. The bidder should ensure the equipments should be of latest technology and comparable with international standards with reputed brand.
6. The bidder will visit the site of the project at his own cost and the preliminary expenses of research, concept and simulation for the presentation etc will be borne by him. However, Nandankanan Zoological Park will assist and co-ordinate the entry and permission to the site.
7. Any equipment/material damaged before the handing over, the replacement and risk etc to be borne by the bidder.
8. All risk, including terrorism risk, agency's insurance policy, for the contract amount to be taken by the agency, beneficiary Nandankanan Zoological Park up to defect liability period for the hardware works (All engineering associated works), Third party and workman compensation policy of workers working at site.
9. All equipment supplied and installed and workmanship of the work done shall be guaranty for Three Years from the date of completion and handing over of the work. The defect liability period is for **12** months reckoned from the date of commissioning and handing over to client. The defects if any noticed during the period shall be immediately rectified failing which the firm shall be Liable for action by the Deputy Director, Nandankanan Zoological Park/client.
10. All software, hardware and design shall exclusively be right of Nandankanan Zoological Park & shall not be utilized at all anywhere else.
11. Statutory variation if any during the currency of the contract shall be paid extra/recovered on production of documentary evidence.
12. The successful bidder will notify the Nodal Officer who is well versed with aesthetic & technicality of the project for proper coordination with Deputy Director, Nandankanan Zoological Park/Client.
13. **Liquidated damages for delay** 1% of the contract amount subject to maximum of Rs.5,000/- per week or part thereof. The total liquidated damages of delay should be subject to an overall maximum of 10% of the contract amount. In case, the



- agency is not able to perform as per the satisfaction of the Nandankanan Zoological Park or in case of in-ordinary delay, the Nandankanan Zoological Park reserves the right to terminate the Contract and the firm will be liable to compensate for the loss.
14. The bidder will make arrangements for storage of equipment's etc. However, safety and security of the space and equipment shall be the responsibility of the agency.
 15. Water & Electricity required for execution of project will be arranged by agency. However, for soft commissioning & running of the show, the same would be provided by Deputy Director, Nandankanan Zoological Park /client.
 16. If at any time during the execution/operation of work, the agency is unable to proceed with the work and is not responsive to the requests and notices of the Nandankanan Zoological Park to continue work, the Nandankanan Zoological Park reserves the right to get the work completed at the risk and cost of the agency. The Agency shall, in addition, indemnify the Nandankanan Zoological Park for the loss suffered by the Nandankanan Zoological Park as a result of his failure to proceed with the work.
 17. It may be ensured that only top-class vendors for any/all activities or items to be outsourced are engaged by the bidder. Each and every item and service provided /rendered to be of excellent quality and conform to International Standards/specifications/practices of quality failing which they are liable for rejection at no costs thereon. All items and services are also to conform to International safety standards / standards as laid down by local Authorities.
 18. The Guidelines of the local land form an integral part of the tender document and need to be complied with in all respects.
 19. It is the responsibility of the bidder to have the approvals, layout design plans, scale drawings, electrical plans, permission and approval from Local authorities of any kind required to implement the show etc. Nandankanan Zoological Park will provide necessary documentation as required for the above. Liaisoning, follow up would be responsibility of the successful bidder.
 20. The offer submitted should be complete in all respects. It is mandatory to bid for the entire scope of work in this document. Incomplete/conditional offers shall not be considered for evaluation and are liable for outright rejection. Offers not fulfilling any of the conditions are liable for rejection.
 21. Nandankanan Zoological Park reserves the right to scrap the tender without



assigning any reason whatsoever. Nandankanan Zoological Park reserves the right to reject any bid without assigning any reason whatsoever.

22. The decision of Nandankanan Zoological Park shall be final. The bidder shall be bound by the terms and conditions of this document and shall not raise any objection on the same once the tender is executed.
23. Submission of a bid is an acceptance on the part of the bidder to conform to the rules and regulations of (all) Statutory Agencies /Authorities and the Law of the Land in all respects. The bidder must be careful to read and understand the terms and conditions of the tender document
24. Safe material shall be used with adequate and requisite provisions for covering exigencies etc. No compromise on safety standards shall be accepted. The area shall be sturdy and safe in all respects to avoid any mishap. It is the responsibility of the bidder that all factors have been properly investigated and considered while submitting the bid.
25. All the material provided shall be of a quality befitting the status of the show. If it is found that sub-standard material is used, payment for the same will not be released. The selected agency shall have to complete the entire job by the time schedule indicated in this document.
26. The agency will ensure the presence of their liaison teams, technical teams, etc. at site during execution of works at site.
27. **Validity of Tender:** Tender shall remain valid for acceptance for a period of 90 days.
28. **Termination by default:** Nandankanan Zoological Park reserves the right to terminate the contract of any agency in case of change in the Government procedures or unsatisfactory services.
29. **Risk – Purchase Clause:** If the agency, after submission of tender and the acceptance of the same, fails to abide by the Terms and Conditions of the tender document or fails to complete the work within the specified time or at any time repudiates the contract, Nandankanan Zoological Park will have the right to:
 - (a) Forfeit the EMD
 - (b) Forfeit the Performance Security.
 - (c) Impose liquidity damage for the delay in completion of the work.
 - (d) In case of completion of balance / entire work through alternative sources at a price higher than the original contract amount, the agency will pay the balance amount to Deputy Director, Nandankanan Zoological Park.
 - (e) For all purposes, the work order accepted by the bidder and issued by the Nandankanan Zoological Park will be considered as the



formal contract.

30. **Arbitration** : Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or Materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out or relating to the Contract, designs, specifications, estimates, instructions, order or these conditions or otherwise concerning the works, or execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Deputy Director, Nandankanan Zoological Park or any other person appointed by him, the same shall be resolved through arbitration under the Arbitration & Reconciliation Act, 1996 as amended till date. The award of the Arbitrator shall be final, conclusive and binding on all parties to this contract.
31. **Jurisdiction**: The contract shall be governed by the Laws of ODISHA STATE and jurisdiction of courts for legal issue will be Bhubaneswar.
32. **Force Majeure**: Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. The party affected by an event of Force Majeure will immediately notify the other party of such an event and will also notify the unaffected party on cessation of disability resulting from such Force Majeure act.
33. The Deputy Director, Nandankanan Zoological Park will return the earnest money, where applicable, to every unsuccessful tenderer after finalization of the tender and award of work.
34. This notice of tender shall form part of the Contract documents.
35. The use of Whitener/eraser in this tender is prohibited cases. If any correction becomes of necessary, the same should be done securing off originally written rates & figures etc and then rewriting should be done under initials of person filling the Tender.
36. Two persons nominated by Nandankanan Zoological Park Client should be trained to operate the show.
37. **Ownership**: The Script written and its recording shall have the sole ownership of Deputy Director, Nandankanan Zoological Park / Deputy Director, Nandankanan Zoological Park "s Client and will not be utilized by the agency in any form.
38. **Agreement**: On award of work, the agency will enter into an agreement as per the format



Annexure-V and all communications including this tender will be part of the agreement documents.

The application may be sent by post to Deputy Director, Nandankanan Zoological Park, PO- Barang, Dist- Khordha- 754005 Last date of receipt of Bid is 12.06.2023 till 11.00 AM & shall be opened at 12.06.2023 at 2.00 PM.

Sd/-
Deputy Director,
Nandankanan Zoological Park



SUMMARY SHEET

1. Title of the Tender : Conceptualization, Design, Engineering, Supply, Installation, Testing, Commissioning & Handover with training of Water foundation with lighting system at Lily Pond at Multi Level Car Parking, Nandankanan Zoological Park.
2. Tender. No. : 02/SE/SB /DDNKN/2023-24 Dt.03.06.2023
3. Product Category : Water Fountain with RGB light system
3. Tender Type : Quality Cost Based Selection
4. Type of Bidding : Two Envelope System
5. Project Cost: : Rs. 26.00 Lakhs including GST.
7. EMD Value : Rs. 65,000/- (DD/BG)
8. Cost of Tender document : Rs. 6000.00 (Demand Draft in favor of Deputy Director, Nandankanan Zoological Park)
9. Last Date & time of submission : 12.06.2023 at 11.00 AM
10. Date & time of opening : 12.06.2023 at 02.00 PM
(Technical Bid)
11. Work description : As per Document
12. Pre qualification : As per Document
13. Presentation Date : 12.06.2023 at 3.00 PM
14. Financial Bid opening : 13.06.2023 at 11 AM
14. Contact person Details : Deputy Director,
Nandankanan Zoological Park
Mob- 9437022023



Annexure-I : Similar Work Experience

Sl. No.	Name of the Work	Cost of the Work in INR	Name of the Client	Starting Date of Work	Completion Date of Work	Details of Work

(Signature of Authorized Signatory)



Financial Bid

Annexure III

Price Proposal for "CONCEPTUALIZATION, DESIGN, ENGINEERING, SUPPLY, INSTALLATION, TESTING, COMMISSIONING & HANDOVER WITH TRAINING OF WATER FOUNTAIN WITH LIGHTING SYSTEM IN LILY POND AT MULTI LEVEL CAR PARKING, NANDANKANAN BIOLOGICAL PARK"

Sl. No	Description	Fees in Figures in Rupees	Fees in Words in Rupees
A	Total lump sum fees for the Conceptualization, Design, Engineering, Supply, Installation, Testing, Commissioning & Handover With Training Of Water Fountain With Lighting System In Lily Pond	Rs _____ Only	Rs _____ Only

Note:

- The financial evaluation shall be based on the above Financial Proposal. The total in Item-A shall, therefore be the amount for purpose of evaluation.
- The fees quoted above are inclusive of Good and service tax (GST), and other taxes, cess, Levis is, sub charges etc. at the time of bid submission as applicable on the quoted fee.
- The fees quoted above are inclusive of all expenses likely to be incurred in carrying out the 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.
- The breakup of cost under various heads of services is being furnished separately on the next page as per the prescribed format.

NOTE:


- The financial bid should be in INR and item wise rates must be submitted along with makes.
- All bidders should indicate the total cost, "Including of all taxes"
- Mention listed BOM/BOQ list of equipment in not restrictive and indicative and design guideline; agency should propose according may add/replace as per the concept.
- AMC for period of 1 year will be extended on mutual agreement as per the EOIRFP project by the Deputy Director, Nandankanan Zoological Park. Final decision taken by the authority of Nandankanan Zoological Park after installation of the Water Fountain inside the Lily Pool.

Date:

Place:

Sign of the authorized signatory and seal of the Agency

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Annexure-IV

UNDERTAKING

(On Company Letter head)

We certify that: -

1. I/We have gone through the bid documents and its terms and conditions and fully understood it. All the terms and conditions are acceptable to me / us
2. There has been no conviction by a Court of Law or indictment / adverse order by a regulatory authority for a grave offence against us. It is further certified that there is no investigation pending against us or the Directors / Proprietor/ Employees of our concern.

Signature & Seal of Bidder

Date _____

Place _____



Annexure V
FORMAT FOR AGREEMENT

(To be executed on non-judicial stamp paper of Rs 100/-)

This agreement, herein referred to as Agreement, enter into on this _____ between Deputy Director, Nandankanan Zoological Park, Bhubaneswar, Odisha having its registered office (hereinafter referred to as the First Party, which expression shall include its successors and assignees) of the first part and _____ (hereinafter referred to Second Party, which expression shall include its successors and assignees) on the second part.

Whereas the First Party is desirous of executing the Work of supplying, installation of water fountain at Nandankanan Zoological Park and has invited tenders describing the works to be done.

And whereas the Second Party has responded to the tender invitation and has submitted the tender, followed by subsequent presentation/discussions with the committee appointed by the First party and the Second Party confirmed the rate and of the assignment as negotiated and agreed before the committee.

And whereas the Second Party has necessary experience and expertise to plan and execute the show and whereas he/she/they has/have agreed to undertake the Project of the Water Fountain with light system at _____ of high standard in at an agreed/settled amount of Rs. _____

(Rupees) inclusive of all taxes as applicable.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

In this agreement, the words and expressions shall have the same meaning as are respectively, assigned to them in the payment terms, the scope of work and terms and conditions, attached with the letter of intent/Work Order issued by the First Party and accepted by the Second Party for the works.

The following documents shall also be deemed to form and be read and construed as part of the agreement and shall be complementary to one another.

1.

2.

3.

NOW IT IS HEREBY AGREED AS FOLLOWS;



After the receipt of approved show script form the First Party, Second Party will start the work. The Scope of Work also include Hardware equipment, system integration associated civil & electrical work as defined in the tender.

The acceptance of the Second Party work will be subject to the final approval of the First Party, and if in their opinion it is necessary to make certain changes in any part of the show the Second Party will carry out the changes free of charge and decision of the First Party will be final in this regard. All actions will be completed as per the schedule and approvals by the First Party.

The First Party will have the right to inspect the works while the same are in progress. The Second Party will not deviate from the script approved by the First Party without obtaining prior written permission.

The copyright of the production will rest with the First Party and will be transferred to the agency that will take over the show after completion. The Second Party shall not use the script or any input, technical or otherwise related to this project with any other client or similar projects which have been undertaken by him or which he might undertake.

The Second Party will complete all the works in their scope of work within 4 Weeks **including the hardware installation and system integration.** In case of failure to complete the works the Penalty Clause as stipulated will be effective.

In case of inordinate delay in completing the work, the First Party will have the right to withdraw the work from the Project Director and get the same executed from any other agency at risk and cost of the Second Party.

The First Party shall pay the Second Party the said amount of Rs. _____ (Rupees _____) or such amounts that

shall become payable at the time and in the manner herein after specified in the tender. All such payments shall be subject to tax deduction at source – as required by the state, against which the First Party shall furnish necessary certified copy to the Second Party.

The Second Party will supply two sets of script in each of the three languages. This contract shall be subject to Force Majeure.

PERFORMANCE SECURITY



The performance Security submitted during the award of contract of 5% of the tendered amount as **Security Deposit** in the form of Account Payee Demand Draft/ Bank Guarantee from a commercial bank in an acceptable form, the Bank Guarantee should remain valid for a period of one year beyond from the date of completion & handing over of all works related to show. The Security Deposit will be released after successful performance of the contractual obligation.

Liquidated damages for delay - 1% of the contract amount subject to maximum of Rs.5,000/- per week or part thereof. The total liquidated damages of delay should be subject to an overall maximum of 5% of the contract amount. In case, the agency is not able to perform as per the satisfaction of the Nandankanan Zoological Park or in case of in-ordinary delay, the Nandankanan Zoological Park reserves the right to terminate the Contract and the firm will be liable to compensate for the loss.

In pursuant to an order/direction of Government of ODISHA STATE or any statutory authority, the First Party is constrained to foreclose this agreement before the period of completion, the agreement shall be treated as close with effect from the date of the foreclosure notice. However, the Second Party shall be paid proportionately to the extent of the work completed by him till the date of the issue of the said foreclosure notice.

The contract can be terminated any time by either party upon giving three months notice to the other party and in the event of such termination, the Second Party shall be liable to refund the excess amount paid/payment, if any made to him over and above what is due to him on the date of termination and the First Party will be entitled to make full use of all or any of the material prepared.

In such an event, the First Party shall also be liable to pay the Second Party any such amount as may be pending in respect of the works completed by him up to that period in terms of this contract. If at any time during the progress of the works or after the completion thereof any time during the continuances of this agreement any dispute or differences arise between the parties hereof in relation to or in connection with this agreement, the same shall be referred to the arbitration by the Deputy Director, Nandankanan Zoological Park of the First Party or his nominee as sole arbitrator and his decision shall be final and binding on the parties.

The said arbitration shall be governed by the arbitration and Conciliation Act 1996 as



amended or enacted from time to time. The arbitration proceeding shall be conducted in the English language and the venue of the said arbitration shall be held in Bhubaneswar, ODISHA STATE.

In witness whereof the parties mentioned above have signed on the date, month and year stated above.

Agreed by Second Party

Agreed for and behalf of
Odisha State (First Party)

(Name and Signature)

(Signature with seal)

In the presence of

1.

1.

2.

2.