



**TENDER DOCUMENT**

**CONCEPTUALIZATION, DESIGN, SUPPLY, REVIVAL, TREATMENT & CMC  
FOR THE EXISTING FISH AQUARIUM TANKS AT NANDANKANAN  
ZOOLOGICAL PARK, BHUBANESWAR, ODISHA**

**Contact Details:  
Deputy Director  
NANDANKANAN ZOOLOGICAL PARK  
BARANGA  
BHUBANESWAR-754005**

**Website: [www.nandankanan.org](http://www.nandankanan.org)  
e-mail id: [deputydirector\\_kanan@gmail.com](mailto:deputydirector_kanan@gmail.com)**



**Nandankanan Zoological Park, Baranga, Bhubaneswar, Odisha- 754005**

**e-Mail Id: deputydirector.kanan@gmail.com**

**TENDER NOTICE**

Notice No.07/NKZP/PMU/Annual Aquariums Maintenance/2023-24 Dated: 05/12/2023

**Sub: CONCEPTUALIZATION, DESIGN, SUPPLY, REVIVAL, TREATMENT & CMC  
FOR THE EXISTING FISH AQUARIUM TANKS AT NANDANKANAN  
ZOOLOGICAL PARK, BHUBANESWAR, ODISHA - Invitation of Tender.**

The Nandankanan Zoological Park Authority Invites **Special Limited Tender Enquiry** in **Two Bid System** from REPUTED FIRMS with adequate experience for annual maintenance contract of **12 Nos. fish aquarium tanks** maintenance at NANDANKANAN ZOOLOGICAL PARK, Bhubaneswar. The Limited tender enquiry document contains the following

**Nandankanan Zoological Park**



**TENDER NOTICE**

Notice No. 07/NKZP/PMU/Annual Aquariums Maintenance/2023-24.Dated: 05/12/2023

The Deputy Director, Nandankanan Zoological Park invites LIMITED TENDER ENQUIRY IN TWO BID SYSTEM from reputed firms with adequate experience and financial capability for Conceptualization, Design, Supply, Revival, Treatment & Comprehensive Annual Maintenance / Service Contract for Fish Aquarium Tanks at Nandankanan Zoological Park, Bhubaneswar, Odisha. Eligible firms may submit tenders/bids from **06/12/2023 to 15/12/2023 up to 5.00 PM** and the date of opening of the bid is on **16.12.2023 at 11.30 A.M.** Tenderers are required to submit all documents in hardcopy to the office of the Deputy Director, Nandankanan Zoological Park, Bhubaneswar before tender closing date. Financial Bid should be submitted in financial bid format only. Details can be obtained from [www.nandankanan.org](http://www.nandankanan.org)

  
**Deputy Director,  
Nandankanan Zoological Park**

**CRITICAL DATA SHEET (SECTION)**

TENDER NUMBER	07/PMU/NANDANKANAN ZOOLOGICAL PARK/ Annual Fish Aquarium Maintenance /2023-24
TENDER COST	Rs.1,180/-(Rupees One thousand one hundred eighty only) inclusive GST @18% (non-refundable) in the form of Bank Guarantee/FDR/DD in favour of <b>"Deputy Director, Nandankanan"</b> payable at <b>Bhubaneswar</b> . Tender can be downloaded from Nandankanan website. <a href="http://www.nandankanan.org">www.nandankanan.org</a>
DESCRIPTION OF WORK	Conceptualization, Design, Supply, Revival, Treatment & <b>Comprehensive Annual Maintenance / Service Contract for Fish Aquarium Tanks at NANDANKANAN ZOOLOGICAL PARK</b> , Bhubaneswar, Odisha
TYPE OF TENDER	Two Bid System (Technical + Financial)
BID SUBMISSION START DATEAND TIME	06/12/2023 at 11:00 AM
BID SUBMISSION END DATEAND TIME	15/12/2023 up to 5.00 PM
DATE AND TIME OF OPENING OF BIDS (TECHNICAL & FINANCIAL)	16/12/2023 at 11.30 AM
BID VALIDITY	180 days from the date of technical bid opening
EMD	Rs.2,000/- (Rupees Two Thousand Only) in the form of Bank Guarantee/FDR/DD in favour of <b>"Deputy Director, Nandankanan"</b> payable at <b>Bhubaneswar</b> .
EMD VALIDITY	180 days from the date of technical bid opening
SECURITY DEPOSIT (SD)/ PERFORMANCE GUARANTEE (PG)	3% of annual values of contract.
VALIDITY OF SD/PG	60 days after the expiry of the contract
SUBMISSION OF BIDS	Hard Copy of the tender containing Technical & Financial bids must be submitted along with the EMD in acceptable form to Nandankanan Zoological Park, Bhubaneswar either by post or drop in tender box placed at Deputy Director, office, Baranga, Bhubaneswar before the closing date and time.
Details of tender	Tender Documents and Notice is also available on Nandankanan website: <a href="http://www.nandankanan.org">www.nandankanan.org</a>

**Deputy Director,**  
**Nandankanan Zoological Park**

## INVITATION OF BIDS

Dear Tenderer,

.....  
.....

Sealed Bids are hereby invited on behalf of the Deputy Director, Nandankanan Zoological Park, Bhubaneswar for **“Conceptualization, Design, Supply, Revival, Treatment of Fish Aquarium at Nandankanan Zoological Park, Bhubaneswar, Odisha”** through Special Limited Tender Enquiry System. The terms and conditions of the contract which will govern any contract made are those contained in the general conditions of contract applicable to the contracts placed by the Nandankanan Zoological Park and detailed in the tender forms. Please submit your rates in the tender form, if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules. Please submit your bids in hardcopy form at Nandankanan Zoological Park, Bhubaneswar before tender closing date.

1. An earnest money of Rs. 2,000 / - (Rupees Two Thousand only) must be deposited in the form of Cheque / DD payable to **“Deputy Director, NANDANKANAN ZOOLOGICAL PARK”** payable at **Bhubaneswar**. The particulars of the earnest money deposited must also be mentioned on the top of the envelope by indicating the draft/pay order number and date, failing which the Tenders will not be opened. The agencies those are exempted from submission of EMD, should enclose a valid exemption certificate to this effect. The Tenderers will not be considered if earnest money / exemption certificate is not deposited with the Tender paper. The EMD shall be refunded to unsuccessful firms/bidders without paying any interest by the Nandankanan Zoological Park.
2. The firm is being permitted to tender in consideration of the stipulations on his/her part that after submitting his/her tender, he/she will not withdraw from his offer or modify the terms and conditions thereof. If the firm fail to observe and comply with the foregoing stipulation the aforesaid amount of EMD will be forfeited by the Nandankanan Zoological Park. In the event of the offer made by the firm not being accepted, the amount of earnest money deposited by the firm will be refunded to him/her after he/she has applied for the same, in the manner prescribed by the Nandankanan Zoological Park.



3. The contract will be initially for a period of one year and extendable for a further period of one year (total two years) on yearly basis, subject to satisfactory performance of the vendor & his/her willingness to continue.
4. Nandankanan Zoological Park reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Nandankanan Zoological Park, for any justifiable reasons, not mandatory to be communicated to the Tenderer. Decision of the Deputy Director will be final for any aspect of the contract and binding to all parties. Disputes arising, if any, on the contract will be settled at his/her level and will not be referred to arbitration.
5. Acceptance by the Nandankanan Zoological Park will be communicated by email/ fax/ letter or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the email/ fax / letter should be acted upon immediately.
6. No interest on security deposit and earnest money deposit shall be paid by the Nandankanan Zoological Park to the tenderer.
7. The agency is advised to submit the tender after physical inspection of the site, a very detailed assessment/ requirement of tools and plants, manpower for providing the above services. However, the tender should indicate only the lump sum amount in respect of all services covered under this contract and that rate should not be proposed on the basis of manpower to be deployed under the contract. No request for alteration in the rate once quoted will be entertained within contract period.
8. GST or any other tax on material in respect of this contract shall be payable by contractor and Nandankanan Zoological Park will not entertain any claim whatsoever in this respect. However, the TDS or any other tax which is as per the rules of the Govt. of India, shall be deducted at source from monthly bills of the successful tenderer, as per rule.
9. The CMC is governed by terms and conditions laid down in work order and is terminable with 1 (one) month notice on either side.

10. The agency should have service center / point of service at Bhubaneswar.

11. Firm should enclose all Relevant / Essential Documents in technical bid. The financial bid should be supplied format only. Both the envelopes should be sealed properly with respective subscription on the envelopes. These two bids are to be submitted in single cover properly sealed subscribing the details of tender being submitted. The tender may be submitted by post in advance so as to reach before due date or may be dropped in drop box kept at Nandankanan Zoological Park before date and time. It may please be noted that the postal delay/ late submission will not be entertained.



### Technical Check-list and qualifying criteria

The following technical documents should be submitted for Technical Evaluation in the proforma duly signed by the Authorized Signatory.

Sl. No.	Documents	Documents should be attached (Yes/No)	Page No.
1	Registration certificate of the firm under the work contract of the Central Government / State Government.		
2	Last three years (2020-21, 2021-22, 2022-23) continuous experience of the firm in the field of providing such services in Central Govt. establishments / Autonomous bodies of Govt. of India / Corporations of Govt. of India / reputed public / State Govt. or private organizations / Banks. Relevant documents may be submitted. Duly certified copies of the satisfactory services where the tenderer is providing the services for the last three years (2020-21, 2021-22, 2022-23). Relevant document may be submitted.		
3	Certified copy of Annual Turn Over of Rs. 5 lakh each year in 03 financial years (2020-21, 2021-22, 2022-23). <b>For newly incorporated firm, this clause is exempted for the firm incorporated within 1 year from the date of release of the Tender. The clause is exempted to invite more participation in the tender and to attract new concepts and design for the revival of the aquarium.</b>		
4	EMD of Rs. 2,000/- (Rupees Two Thousand Only) in the form of Cheque / DD in favour of Deputy Director, NANDANKANAN ZOOLOGICAL PARK payable at Bhubaneswar.		
5	GST Registration Certificate		
6	PAN Copy		

Signature of the Authorized Person /  
Tenderer



**Tender for .....**

Full Name & Address of the Tenderer

in Addition to Post Box No., if any,

should be quoted in all

communications to this Office:

Telephone No:

Telegraphic:

Address / FAX / Cellular No: E-

Mail address:

From

.....

.....

.....

To

The Deputy Director,

NANDANKANAN ZOOLOGICAL PARK,

Baranga, Bhubaneswar-754005

1. I / We have read all the particulars regarding the General information and other terms and conditions of the contract for tender for CONCEPTUALIZATION, DESIGN, SUPPLY, REVIVAL, TREATMENT & CMC FOR THE EXISTING FISH AQUARIUM TANKS AT NANDANKANAN ZOOLOGICAL PARK, , BHUBANESWAR, ODISHA and agree to provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the Tender at the rates given in **Schedule-I** to this tender and I/we agree to hold this offer open till 90 days. The rates quoted will be valid for a period of one year in the event of award of the contract. I/We shall be bound by a communication acceptance dispatched within the prescribed time.
2. I/We have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.

3. The following pages have been added to and form a part of this Tender\_\_\_\_\_.  
The **Schedules-I & II** to accompany this Tender are at pages\_\_\_\_\_.
4. Every page so attached with this tender bears my signature and the office seal.
5. Cheque / DD No.\_\_\_\_\_dated\_\_\_\_\_of Rs.\_\_\_\_\_drawn in favour of  
"Deputy Director, **NANDANKANAN ZOOLOGICAL PARK**" and payable at  
**BHUBANESWAR** is enclosed as earnest money required.

Yours faithfully,

Dated:

Signature & Seal of the  
Tenderer



## **SCOPE OF WORK**

### **Part A:**

1. The bidder shall be designing, planning, implementing & representing different eco system and fresh looks etc. in the existing aquarium with aqua-scaping.
2. Nandankanan zoological park will give electrical point of supply, power backup and rest of the work should be done by the bidder it means from designing the electrical architecture, planning, quarantine repairing any broken (if possible) to adding fishes and suppling their food & other requirements works are done by bidder.
3. Maximum dimension of the tanks is 180"x90"x90" and minimum dimension is 90"x90"x90".
4. All the formations consisting of more than one backup planning shall be provided, with suitable connection to all the aquariums or to major ones. Where redundancy is practicable, the operation should be continued for a maximum of 5 hours in the event of backup failure.
5. All aquariums should replicate individual ecosystem and replicate the fish's natural behavior.
6. All equipment should be managed with atomization, and the system should be monitored daily by a person.
7. All All equipment installed with approval as new shall be covered by CMC.
8. Mechanical and electric work should be carried out as per the requirement at site which includes reinforcement of aquarium, CO2 system, plumbing, wiring, planning & placement of filters (should not be visible to outside).
9. Design, supply, installation, commissioning, operation and maintenance of all new equipment (as per planning & approval) list of equipment's to be added and general arrangement.
10. The Applicant shall submit detailed described planning or built drawings' pertaining to the Fish Aquarium and to intimate the Nandankanan Authority in shape of concept paper and also in presentation.
11. The Applicant shall also submit to Nandankanan zoological park the operation of the equipment installed and description of the fishes added.
12. The Applicant shall be responsible for maintaining the aquarium during the daytime.
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 (which were available) during the period of one Year (defect liability period of 12 months) with the manufacturers, Routine and periodic maintenance of entire aquarium such as water filtration system, treatment system, water sump levels and cleaning, motors in the sump and filters, plumbing, procurement of food medicine, etc. minor and major repairs, etc. for efficient running of the aquatic display ecosystem.
16. Any repairs are to be attended on top priority for effective show without any compromise on the performance of the aquarium display.
17. The Applicant shall include all consumables, tools and equipment's required during O&M operations.
18. The works shall be executed as per the statutory guidelines of concerned authority,
19. All equipment shall be covered under OEM guarantee for a period of six months from the date of commissioning of the project.
20. All proposals submitted in response to this tender shall become the property of the Nandankanan Zoological Park regardless of the rejection/acceptance of any proposal.
21. Beautification of interior with wallpapers, informative sign boards shall be also under the scope of the bidder.
22. The bidders will provide technical person to maintain the Aquarium.
23. Feeding with live worms-every alternative day.
24. Change of water and fish as and when required.
25. Add medicines as and when required.
26. Cleaning of glass, aquarium gravel, rocks and corals, aquarium imported plants as and when required.
27. Maintenance of aquarium equipment-always/ as and when required.
28. Up kept of water level as and when required.
29. Repairing of aquarium accessories as and when required.
30. Change of filter Media of filter- after every six months on your own cost.
31. Keeping sufficient live fish in aquarium. The fish should be different varieties and colour.
32. Dead fish should be removed immediately and replace with live fish.



32. Dead fish should be removed immediately and replace with live fish.
33. Comprehensive maintenance of aquarium pump.

**Part B: Scope of work**

1. On Successful Completion of designing, installation, aqua-scaping, & adding of suitable fish in display tank work as per the tender, it will be in the scope and responsibility of the Bidders to get the entire planning approval & execution of Work verified and Certified by the Consultant, and same must be informed to Nandankanan zoological park in written.
2. CMC will start from the date of approval or Completion of the planed Work by the bidder.
3. The Successful Bidders shall be responsible for the procurement of all the necessary items needed for the entire time of work should be done by him/her during the entire period of CMC of 1 year.
4. Bidders shall have to carry out routine preventive maintenance and repairing during the Comprehensive Maintenance Cost period of 1 year. In the event of any Breakdown, the Bidders shall have to arrange for more necessary technical experts and other required staff to resume the System. In case any aquarium should have to be closed for a period the bidder must inform the authority.
5. If after 1 year of installation, the Nandankanan zoological park Authority may extend minimum 1 year further, then bidders must be ready to do the work as per a revised CMC payment condition, 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 which will enable the Nandankanan zoological park authority to operate, maintain, adjust, and repair all parts of the Works.
6. The successful bidder should supply person for breakdown and at the time of repairing more required persons are to be deployed at site as soon as possible of raising the complaint.

If new aquarium purchased and installed in future in any location of Nandankanan Zoological Park, Bhubaneswar that will also be covered in new CMC on proportionate rate from the date as decided by Nandankanan Zoological Park authorities.



**(A) Other terms and conditions: -**

1. To attend the complaint within 24 hours failing which penalty shall be imposed.
2. The contractor shall not transfer or sub-contract the tender under the contract to anyone else.
3. The agency shall employ good and reliable persons with robust health. In case any of the personnel so provided is not found suitable by the Nandankanan Zoological Park, the Nandankanan Zoological Park shall have the right to ask for his replacement without giving any reason thereof and the agency shall on receipt of a written communication will have to replace such persons immediately.
4. The agency shall be wholly responsible for paying monthly salaries and other admissible allowances to the persons as engaged by the contractor and Nandankanan Zoological Park shall in no way be responsible for meeting any kind of expenditure on salaries etc. to these persons. The agency shall be fully responsible for providing leave benefits, weekly offs, national and festival holidays etc. to the persons deployed as may be required.
5. The agency must inspect the aquarium's instrumentation and control system and take corrective measure/action to maintain the system working throughout the year.
6. **MODE OF PAYMENT:** - The contractor shall submit the monthly bills in triplicate for consolidated monthly payment as per the agreed rate. The payment is subject to providing satisfactory services at all time.
7. The rates quoted by the firm are including replacement of components whenever required and no extra payment will be made for replacement of required components.
8. The successful tenderer will have to use the quality material and tools & plants at its own cost. The Nandankanan Zoological Park will not provide any type of material or equipment's for operation and maintenance of aquariums, which the tenderer shall have to arrange at his/her own cost.
9. The Nandankanan Zoological Park shall not directly or indirectly employ any person of the agency during the period of contract or thereafter under any circumstances. The tenderer will comply with all the social welfare legislation for its staff more particularly the rules and regulation relating to social security (EPF), medical benefits (ESI) etc., at his/her own cost as may be required and acts of Central Govt., State Govt. relating to this contract.
10. The staff provided should be experienced and well equipped with equipment's, accessories and other materials needed in operation and maintenance and other services.
11. Financial bid will be opened to those bidders who qualify in technical bid.
12. Financial bid may be quoted in BOQ format only.



13. Conditional bid will not be accepted.
14. In case of tie in financial bid (L-1 rate), the contract will be awarded to those firm who have maximum years of experience with satisfactory documents of best design and concept.
15. The firm will appoint a supervisor/worker for day-to-day monitoring, feeding & maintenance of aquarium.
16. **Performance Security-** Successful firm should submit performance security @ 3% of annual value of contract in form of Bank Guarantee in favour of Deputy Director, Nandankanan Zoological Park, Bhubaneswar. Performance Security will be returned after completion of all obligations and termination/expiry of contract without any interest thereon.

**17. Evaluation Criteria-**

- (A) **Technical Evaluation-** Technical document will be evaluated as per Technical Check-list and qualifying criteria.
- (B) **Financial Evaluation-** Financial bid will be opened and evaluated to those firms who will qualify in technical evaluation. Contract will be awarded to single firm who will quote lowest consolidated monthly rate (L-1) for maintenance of all aquariums mention in scope of work. In case of tie in L-1 rate, the contract will be awarded to the firm who has maximum years of experience with satisfactory documents and best design and concept.

**FINANCIAL BID (in BoQ format only)**

**Last date for receipt of tender: 15/12/2023 up to 5.00 PM**

Date of opening of bids: **16/12/2023 at 11.30 AM (Technical bid & Financial bid)**

(At NANDANKANAN ZOOLOGICAL PARK Conference Hall, in the O/o the Deputy Director,  
Nandankanan Zoological Park, Bhubaneswar-754005)

To

The Deputy Director,  
NANDANKANAN ZOOLOGICAL PARK,  
At-Baranga PO-Baranga  
Bhubaneswar-754005

Sir,

I/We wish to submit our tender for providing CONCEPTUALIZATION, DESIGN, SUPPLY, REVIVAL, TREATMENT & CMC FOR THE EXISTING FISH AQUARIUM TANKS AT NANDANKANAN ZOOLOGICAL PARK, BHUBANESWAR, ODISHA on the following rates:

SL.No.	Particulars	Rate quoted For ONE YEAR (in INR)
1.	Monthly consolidated rate for <b>“CONCEPTUALIZATION, DESIGN, SUPPLY, REVIVAL, TREATMENT &amp; CMC FOR THE EXISTING FISH AQUARIUM TANKS AT NANDANKANAN ZOOLOGICAL PARK, BHUBANESWAR, ODISHA”</b> in accordance with the highest standard service and as per the terms and conditions specified in the tender including all labour force, material, transportation, scope of work, specially covered all acts and central/State Govt. <b>GST extra</b> as applicable from time to time.	  (Rs. in figures)     (Rs. In words)  <b>GST- EXTRA</b>

We have carefully read the terms and conditions of the quotation and are agreed to abide by these in letter and spirit.

Signature .....

Name &amp; Address of the Firm .....

Telephone No. ....

Mobile No. ....

Email: .....

**The terms and Conditions of the Contract schedule are as follows:**

1. This contract shall come into force from the date of acceptance of offer by the successful bidder and will remain in force for a period for one year but can be terminated by Deputy Director, Nandankanan Zoological Park by giving one calendar months' notice in writing of its intentions to terminate the contract. The contract can also be renewed, on mutually agreed terms.
2. The contract will be initially for a period of one year and extendable for a further period of one year (total two years) on yearly basis, subject to satisfactory performance of the firm & his / her willingness to continue.
3. The firm will provide full particulars of every worker deployed by it for providing the services.
4. All personnel posted at premises shall all times and for all purpose be deemed to be employee of the firm and the Nandankanan Zoological Park shall have no liability on this account in any manner.
5. The Deputy Director, Nandankanan Zoological Park/authorized officer shall have the right to ask for the removal of firm worker/representative considered by the council to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the Nandankanan Zoological Park.
6. Firm will deploy required number of workers for effective maintenance of all aquariums.
7. Monthly consolidated charges for Rs. .... (Rupees only) for the job/ work contract annual maintenance contract fish aquarium at Nandankanan Zoological Park, Bhubaneswar-754005 as per terms and conditions specified and scope of work in the tender document. This payment includes all statutory payment/ charges such as ESI and EPF all the taxes viz. GST and other taxes as applicable from time to time. No other extra payment will be paid to the firm by the Nandankanan Zoological Park.



8. The firm will raise a bill of this amount on every month and the payment released by the Nandankanan Zoological Park in the form of crossed cheque/ online payment to the firm subject to satisfactory performance / delivery of contracted job / work/ services. Copies of documents such as deposit challan along with list of persons showing deposit of ESI, EPF with the concerned agencies are also to be deposited with the bill.
9. The deduction of income tax (TDS) from the bills of the agency will be made at source as per rates applicable from time to time.
10. In case of dispute between the parties, the matter shall be referred to Deputy Director, Nandankanan Zoological Park. The decision of the Deputy Director, Nandankanan Zoological Park shall be final and binding in any respect of any dispute between the parties.
11. That the firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
12. That in case the firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the Deputy Director, Nandankanan Zoological Park may cancel the contract.
13. That the firm agrees to discharge all their legal obligations in respect of their workers in respect of their wages and services conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz. obligations under Contract labour (Regulation & Abolition) Act. 1970, workmen's Compensation Act. 1943, E.P.F., E.S.I. & M.P. Act, 1947 etc. Firm agrees to indemnify and keep indemnified the council on account of any failure to comply with the obligations under various laws or damage to NASC due to acts/omissions of firm.
14. It is also agreed that under no circumstances, the volunteers and/ or the employees / workmen of the firm shall be treated, regarded or considered or deemed to be treated as the employees of the Nandankanan Zoological Park and the Firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify



and keep indemnified the council, against any claim that it may have to meet towards the employees / workmen of the Firm. Firm's employees / workmen shall have no claim to absorption / regularization and financial benefits etc. that are admissible to regular employees in the office of Nandankanan Zoological Park.

15. The contract is subject to the conditions that the firm shall comply with all the laws of Central Govt. / State Govt. as applicable relating to this contract.
16. In case of any loss or damage to the property of the Nandankanan Zoological Park which is attributable to the firm, the full damages will be recovered from the firm.
17. The firm shall not transfer its right or sub- contract to anyone else.
18. The firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
19. The firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust, diligently and honestly. Any misconduct / misbehavior on the part of the manpower deployed by the agency will not be tolerated and such person(s) will have to be replaced immediately.
20. In case of any accident / loss of life of the workers during discharging duties compensation to be given to the workers, the same shall be borne by the firm.
21. There will be surprise checking by an Officer of Nandankanan Zoological Park. Shortcomings, if any, pointed out by him/her shall be restored by the contractor within 24 hours of it bringing to his notice.
22. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.

**23. Liquidated damages clause:**

That the contractor shall be responsible for the faithful compliance of the work award order. Any breach or failure to perform the same may result in termination of the work order and forfeiture of the security deposit. An amount of Rs.500 / – will be levied as liquidated damages per day. Whenever and wherever it is found that the work is not up to the mark in any point, it will be brought to the notice of supervisory staff of the firm by Nandankanan Zoological Park and if no action is taken within four hours, liquidated damage clause will be invoked. The Deputy Director, Nandankanan Zoological Park reserves the right to reject any of all tenders in whole or in part without assigning any reason therefore. The decision of Deputy Director, Nandankanan Zoological Park shall be final and binding on the contractor/agency in respect of any clause covered under the contract.

Name & Signature of  
(Authorized Signatory of Agency)  
Address:



Deputy Director  
Nandankanan Zoological Park  
Bhubaneswar-754005