

Tender Document for Selection of Agency for Handling, crating, transportation and documentation of Animals for Nandankanan Zoological Park, Bhubaneswar Odisha.

(Notice No ___/PMU/NKZP dated 05.02.2024)

Particulars	Date & Time
Last dated for Downloading tender document	06-02-2024 18:00 hours
Last Date for Physical Submission of tenderfees, EMD, technical bid & other documents	21-02-2024 17:00 hours
Address for sending Physical Documents	Office of Deputy Director Nandankanan Zoological Park Bhubaneswar, Odisha.
Date of Technical Bid opening and Presentation	22-02-2024 16:00 hours
Place of Opening of Technical Bid and Presentation & Financial Bid	Office Of Deputy Director Nandankanan Zoological Park Bhubaneswar, Odisha.
Date of Financial bid opening	23-02-2024 16:00 hours

Tender Fee: Rs. 11800 inclusive of GST

(Non – Refundable)



Deputy Director

Nandankanan Zoological Park

Bhubaneswar

ODISHA.

INDEX

Section No	Contents	Page No
SECTION – I	Information To Bid	3
1	Information to Bid	3
2	Bid Procedure	3
3	Scope of Work	4
SECTION - II	INSTRUCTION TO BIDDER	6
1	Amendment in Bid Document	6
2	Cost of Bidding	6
3	Language of Bid	6
4	Bid currency	6
5	Document comprising the bid	6
6	Bid Validity period	7
7	Eligibility Criteria	7
8	Financial Bid/Price bid	7
9	Bid Evaluation	8
10	Sealing marking and Submission of bids	9
11	Tender Fee, EMD & Security Deposit	10
12	Late Bid	10
13	Opening of Bid/s	10
14	Performance Security	10
15	Notification of Award	10
16	Signing of Contract	11
17	Contract Completion date	11
18	Contents of bidding document	11
SCETION - III	General Condition of Contract [GCC]	12
1	Definition	12
2	Interpretation	12
3	Member Secretary, GEC decision and instructions	12
4	Communication	12
5	Taxes & Duties	12
6	Termination of Contract	13
7	Payment upon termination	13

8	Foreclosure	13
9	Applicable Law & Its jurisdiction	13
10	Dispute Resolution & Legal Jurisdiction	13
SECTION - IV	Special Condition of Contract	14
1	Rates of the tender & deliverables	14
2	Time limit for the rates of the contract	14
3	Opening of the tender	14
4	Payment Terms	15
5	Work Order	15
6	Responsibility of bidder	15
7	Scope of Services	15
Section - V	Format of Technical & Financial Bids	16
	Annexure- 1 - Format of Technical Bid	16
	Annexure- 2 - Format for Financial Bid	17& 18

SECTION – 1 INFORMATION TO BID [ITB]

Information of Bid [IFB] FROM ELIGIBLE BIDDERS for Handling, crating, transportation for Nandankanan Zoological Park, Bhubaneswar, Odisha to import animals from Dubai Safari Park to Nandankanan Zoological Park.

Information of Bid

Nandankanan Zoological Park, Bhubaneswar, Odisha invites Bids, under tender response from the eligible reputed firms/company/service provider etc. having experience as set out in the ITB clause no. 7.

1. Bid Procedure

1. This is two bid systems i.e., the interested bidder shall have to submit two separate bids 1. Technical & 2. Financial bids.
2. The technical bid which shall contain all required documents to be submitted in physical format through Registered Post/courier services/ in person for preliminary qualification. The bidder (who will pass through preliminary qualification) will have to present a power point presentation presenting his or her competency.
3. The bidder, interested to bid can download the bid documents from the website "www.nandankanan.org". The bidders, desiring to participate in the bidding process, are required to pay the "Tender Fee" and "Earnest Money Deposit" [EMD] as specified under. Bidder who fails to provide the EMD equivalent to amount specified hereunder, along with Technical bid on the due date of submission specified in the Bid Data Sheet shall be preliminarily disqualified as Non-Responsive bid and will not be considered for further evaluation.
4. The bidder shall submit the downloaded bid document duly signed and sealed along with technical bid and financial bid to the client before due date. Bidder fail to submit the bid document duly signed & sealed, their bid will become non-responsive.
5. Bid Data Sheet: The tender document is available on the website www.nandankanan.org. The salient features of the bid are tabulated below.

6.CRITICAL DATA SHEET

Date of Tender document available from [www.nandankanan.org]	06-02-2024
Last Date of Download tender Document	21-02-2024 18:00 hours
Last Date of Submission of Technical Bid	21-02-2024 18:00 hours
Date of Opening of Technical bid and presentation	22-02-2024 15:00 hours
Date of Opening of Financial Bid	23-02-2024 15:00 hours
Tender Fee (Non- Refundable)	Rs.11800 (inclusive of GST) Demand Draft on name of Deputy Director, Nandankanan Zoological Park, Bhubaneswar, Odisha.
EMD	Rs. 3,00,000/- (Rupees Three Lakh Rupees only) Demand Draft/FDR on name of the Deputy Director, Nandankanan Zoological Park, Bhubaneswar, Odisha.
Performance Security	03% (ten percent) of the contract value to be deposited in shape of DD/ FDR/ BG / NSC / TDR / POTD pledged in the name of Deputy Director, Nandankanan Zoological Park, Barang, Bhubaneswar
Pre-Bid Meeting	11 AM,16-02-2024 at the Conference hall of O/o the Deputy Director, Nandankanan Zoological Park, Bhubaneswar, Odisha. The bidders can join virtually or can attend in persons to raise the queries.
Place of opening of Technical Bid and Presentation & Financial Bid	Conference hall of O/o the Deputy Director, Nandankanan Zoological Park, Bhubaneswar, Odisha.
Address for sending Physical Documents	Deputy Director, Nandankanan Zoological Park, Bhubaneswar, Odisha. PIN: 754005

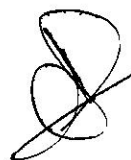
Address for any query Communication and Telephone Number	Deputy Director, Nandankanan Zoological Park, Bhubaneswar, Odisha. Email: deputydirector.kanan@gmail.com M: +91-9438918571
Right to Reject Any Bids	All bids need to be submitted strictly as per the terms and conditions and as per the formats given in the biddocument and no deviation, whatsoever, will be accepted. The Officer In-charge of the project or Person authorized, or committee so formed for this purpose of opening the tender shall reserve the rights to reject any or all bids without assigning any reason, whatsoever. The bid document is non- transferable.
Contract Period	Six months from the date of notification of award of contract. Contract period may be extended if both the parties agree on the terms and conditions.

7. Following is the Scope of work:

The Present bid document is for Selection of Agency for Handling, crating, transportation (as per list attached in Annexure- 2) to be brought to Nandankanan Zoological Park, Bhubaneswar, Odisha from Dubai Safari Park, UAE under approved Animal Exchange Program. The Nandankanan Zoological Park wants to engage experienced agency to implement this animal exchange. Under the approved animal exchange program 38 animals (as detailed) to be imported from Dubai Safari Park to Nandankanan Zoological Park. It is the sole right of the Deputy Director, Nandankanan or person authorized or committee so formed for this purpose for opening the tender to award the order for Handling, crating, transportation and documentation of animals (as per list attached in Annexure- 2) throughout the period of contract and successful bidder is abide to provide the animals (list of whose is attached in the Annexure-2) on rates/prices as agreed in the contract document to be signed with successful bidder. **All the animals listed under Annexure-2 needs to be transported by Air only.**

The successful bidder is also responsible for preparation of all types of documents and papers and to obtain all kind of permissions from any department required during transporting of these animals to the Deputy Director, Nandankanan or person authorized or committee so formed for this purpose of opening the tender during the whole contract period. On the basis of required supporting documents and letters obtained from the Zoo, the bidder would be responsible for preparation and approval of Air Transport related documents Bidder will arrange all Aviation related permissions for Air Transportation of animals, on the basis of required documents provided by the DSP and NKZP. The bidder has to guide for documentation requirements and may assist in documentation process as a representative of Zoo as per the possibilities. The bidder will support as a representative of NKZP, for approvals from concern govt. authorities in Delhi as per the possibilities for which NKZP will have to provide the supporting documents and letters. The Dubai Safari Zoo, will have to provide all the required/supporting documents related to clearance of the Zoo Animals as per the land of law and Nandankanan Zoological Park has to provide all the documents as required by Indian Customs. Bidder will guide and assist/ support for Origin and Destination documents requirements up to the possible extent.

Animal Quarantine and Certification Service: The Bidder has to arrange this service only as a representative of the Zoo.

A handwritten signature in black ink, consisting of a stylized, cursive 'S' or 'B' shape with a diagonal line crossing through it.

SECTION -2 INSTRUCTION TO BIDDER [ITB]

Bids are invited under two envelop system from interested eligible bidder/Agency for Handling, crating, transportation and documentation of animals for Nandankanan Zoological Park, Bhubaneswar, Odisha. (as per list attached in the annexure I).

Instruction to Bidder for Tendering

1. Amendment in Bidding document:

- a. At any time prior to the deadline for submission of bid, The Deputy Director or person authorized or committee so formed for this purpose of the project or person authorized or committee so formed for this purpose of opening the tender may amend the bidding document/s by issuing corrigendum
- b. Any corrigendum issued shall be part of the bidding document and shall be communicated through website of Nandankanan Zoological Park (www.nandankanan.org). Bidders are requested to kindly verify the website during the bidding period.
- c. The Deputy Director, Nandankanan or person authorized or committee so formed for this purpose may extend the bid deadline by issuing corrigendum to make sufficient time available to bidder for the preparation of bid in light of corrigendum issued.

2. Cost of Bidding:

The bidder shall bear all the costs associated with the preparation & submission of its bid and The Deputy Director, Nandankanan or person authorized or committee so formed for this purpose will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3. Language of the Bid:

The bid particularly required to submit in English language only, however associated document such as qualification requirement etc. can be in Odia or Hindi Language.

4. Bid Currency:

The bidder will submit Tender Fee, EMD, Performance Security, and claim payment bills in Indian Rupees only as prescribed under the Bid Data Sheet.

5. Document Comprising the Bid:

The following documents shall comprise the bid and shall be submitted by each bidder along with bid as mandatory requirement. The bidder, who fails to submit these documents or any of these documents, shall be treated as "Non-responsive" and shall not be considered for further evaluation.



- a. The original bid document dully signed and stamped on each page as an acceptance of terms & conditions of the bid document.
- b. The detail/documents and necessary records for proof, establishing the preliminary eligibility technical criteria as mentioned in the tender document.
- c. The detailed document and necessary records which are deemed necessary to establish the technical eligible criteria and for enabling technical evaluation, as mentioned in this tender document.
- d. Tender document fee as specified in the BDS
- e. Earnest Money Deposit as specified in BDS
- f. Self-certified copy of all legal document of bidder in case of proprietary firm, company established under Indian Law, partnership firm etc.
- g. Copy of the audited balance sheet/profit loss account for the period as specified in the eligibility criteria.
- h. A self-declaration statement of bidder specifying that good experience and not debarred by any Govt. Organization.
- i. The bidder shall also submit GST registration number, PAN Card, certificate of Incorporation.
- j. Documentary evidence of previous transportation of live animals can be provided but if there is any certificate available while Transporting Animals by Air then the bidder has to furnish that also

The bids not accompanying the legible copies of relevant documents mentioned under this clause will be rejected.

The technical bids as mentioned above together with Company/Firm's details dully filled in the prescribed format shall be submitted.

All the details as mentioned in Technical Bid documents, other details as required in this tender document, as well as the tender document fee & EMD as per the tender conditions should be submitted in the sealed cover containing technical bid.

6. Validity of Bid

The bid shall be remained valid for period of 180 days from the last date prescribed for submission of bids. During the period of validity of Bid the contract will be signed between the two parties. Once the bid validity period is over no contract will be able to sign or can be done between two parties under this bid.

7. Eligibility Criteria:

- a. Bidder shall be reputed firm/service provider shall have capacity.
- b. Having experience of live animals' transportation assignments by air. At least 10 animal

transportation consignments for last Five Financial Years.

c. Time taken to transport the live animals in the stipulated time after receiving the work order.

d. Shall have financial turnover of minimum of Rs. 800 Crore in each last three financial years.

[Audited balance sheet/profit & loss account shall be attached]

Bidder should have Knowledge of the subject and wild animals/exotic animals to be supplied, Personals and people in the team and their qualifications. The team should have at least two experienced animal keepers, at least well trained Veterinary doctor conversant in handling various wild/exotic animals. (Details of the key personnel to be enclosed separately).

Or The agency should have an experienced team with Knowledge and experience of International transportation of Live Animals by Air as per the regulations of International Air Transport Associations.

8. Preparation and Submission of Proposal:

a. Documents Comprising the Bid

The proposal shall be submitted in 2 (Two) parts in 2 (Two) separate envelopes/packages put together in 1(one) single outer envelope. The outer envelope should be superscribed with the Bidder Name and Bidder Number. The 2(second) parts (collectively referred to as 'Proposal') shall be:

Part1-TechnicalProposal

Part1, the **"Technical Proposal"** should have the following documents.

- (i). Filled in Bid Submission Check List in Original(Annexure-I)
- (ii). Covering letter **(TECH1)** on bidder's letter head requesting to participate in the selection process.
- (iii). Tender document fee
- (iv). General Details of the Bidder **(TECH -2)**.
- (v). Certificate of Turnover **(TECH - 3)** duly certified by a Chartered Accountant along with copies of the audited balance sheet and Income & Expenditure Statement duly sealed and certified by the CA
- (vi). Power of Attorney **(TECH-4)** in favor of the person signing the bid on behalf of the bidder (as per instruction in pre-qualification section of the Tender document)
- (vii). General Work experience certificate as per the eligibility criteria duly certified by the Authority. **(TECH-5)**
- (viii). Particular Work experience certificate as per the eligibility criteria duly certified by the

Authority (**TECH-6**)

- (ix). Self-Declaration on Conflict of Interest(**TECH-7**).
- (x). Approach, Methodology & Work Plan to undertake the assignment (**TECH-8**)
- (xi). CV of Key Personnel (**TECH-9**)
- (xii). Bid Security (EMD as applicable) in the form of BG / NSC / TDR / POTD
- (xiii). Undertaking for not having been black-listed by any Central / State Government / Any other Autonomous Bodies/ International & National Organization in last 3 years from the Bid submission date on the letter head of the bidder.
- (xiv). Any pending legal issues/involvement in legal conflicts in last 3years (**TECH-10**)
- (xv). Certificate of Incorporation
- (xvi). Copy of PAN
- (xvii). Copy of GSTIN (Good and Service Tax Identification Number(GSTIN))
- (xviii). Copy of IT returns for the last 03 assessment years
- (xix). Tender Document duly signed by Bidder's Authorized Signatory.
- (xx). All the pages of the proposal and enclosures / attachments are signed by the authorized representative of the bidder

Part 2-Financial Proposal

The Part 2, the "**Financial Proposal**" should be submitted as per the format for Financial Bid given in **Annexure-3**.

The financial bid shall be submitted through physical mode. The rates shall be inclusive of all applicable taxes in India. The rates should include the cost of transportation or all other of expenses so occurred during process of transporting the animals to the Nandankanan Zoological Park. The Deputy Director, Nandankanan or person authorized or committee so formed for this purpose shall not be liable to pay any other extra amount as specified in the financial bid. The rates are to be quoted in the prescribed format of price bid as specified in Annexure-3.

9. Sealing, Marking & Submission of Bids:

Bidder should sign on each page of the tender document as a part of acceptance of all terms and conditions. Bidder should submit the tender in the form of Technical Bid as well as financial bid as follows.

The technical proposal (Part A) and Financial Proposal (Part B) must be inserted in separate sealed envelopes, along with bidder's name and address on the envelope and clearly

marked as follows:

PART A: Technical Proposal for "SELECTION OF AGENCY FOR HANDLING, CRATING, TRANSPORTATION AND DOCUMENTATION OF ANIMALS FOR NANDANKANAN ZOOLOGICAL PARK, BHUBANESWAR, ODISHA."

PART B: Financial Proposal for "SELECTION OF AGENCY FOR HANDLING, CRATING, TRANSPORTATION AND DOCUMENTATION OF ANIMALS FOR NANDANKANAN ZOOLOGICAL PARK, BHUBANESWAR, ODISHA."

Both the envelopes i.e., envelope for PART-A and Envelope for Part-B must be packed in separate sealed outer cover and clearly superscribed with the following:

Proposal for "SELECTION OF AGENCY FOR HANDLING, CRATING, TRANSPORTATION AND DOCUMENTATION OF ANIMALS FOR NANDANKANAN ZOOLOGICAL PARK, BHUBANESWAR, ODISHA"

The Bidder's Name & address shall be mentioned in the left hand corner of the outer envelope. The inner and outer envelopes shall be sent the following address:

DEPUTY DIRECTOR

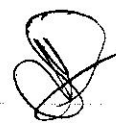
NANDANKANAN ZOOLOGICAL PARK

BARANGA, BHUBANESWAR

ODISHA-754005

If the outer envelope and the financial proposal envelope is not sealed and marked as mentioned above, responsibility for the tender's misplacement or premature opening. Telex, cable or facsimile tenders will be rejected.

- a. Bids shall be submitted through registered post or courier service at the address mentioned above. Nandankanan Zoological Park authority shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of the Bid in time.
- b. Any deviation from the prescribed procedures / information / formats / conditions shall result in out-right rejection of the proposal. All the pages of the proposal have to be signed by the authorized representative of the bidder. Bids with any conditional offer shall be out rightly rejected. Any conditional bid will be rejected.



10. Opening of the proposal:

- (i) Completed proposal must be submitted on or before the time and date stated in the Data Sheet/Annexures.
- (ii) Opening of proposals will be done in the presence of bidders for Technical and Financial proposal.
- (iii) The Financial proposal will be opened for the shortlisted applicants who qualify for financial opening as per tender conditions.

11. Bid Evaluation:

The bidder is strictly prohibited to make any changes/alter any part of submitted bid document. The primary evaluation will be carried out based on the desired documents are submitted or not. Based on the primary evaluation technical and Financial evaluation will be carried out. Marking system has been kept for further evaluation for both technical and financial evaluation. A total of 100marks will be there out of which 60 are for technical evaluation and 40 for financial evaluation. Bidder who will get highest marks in total out of 100 will be the Lowest Bidder or L-1. In technical evaluation the bidder will have to make a Power Point Presentation presenting his or her capacity to provide the animals, Personals and people in the team and their qualifications (support document will have to be attached for Persons in the team), Time taken to transport the animals, Knowledge of the subject and live animal transportation. Also the Bidder can submit during power point presentation any supporting thing to show his or her competency to the committee. If required negotiation with L1 bidder will be carried out. In case, if L1 bidder express his inability to provide services as specified in this bidding document in writing then in such case L2 bidder might be considered for the same only if it agrees to provide the services as to do as per L1 rates.

A) Marking System for technical bid- 100 MARKS will be evaluated as per below:

- a) Capacity to bring the animals - 20 Marks
- b) Having experience of Live Animals International Transportation assignments, at least ten consignments for last Five Financial Years and Successfully delivered.- 30 Marks
- c) Time taken to transport the exotic animals in the stipulated time after receiving the work order - 10 Marks
- d) Minimum Financial turnover of 100 Crore in last 3 financial years - 30 Marks
- e) Knowledge of the subject and wild animals/exotic animals to be supplied, Personals and people in the team and their qualifications - 10 Marks

Capacity to bring animals will be judged by bidders capacity in terms of his/her in built capacity like vehicles to transport animals, facility to keep animals for longer time period, experience in similar transport in past to other organizations or zoos etc. which he will have to show in his presentation with valid proofs.

Time Taken to Transport animals will have to be shown by the bidder in his presentation and the bidder showing minimum time will get full marks and the others will get proportionately. The Bidder will have to submit a self-declared certificate at time of presentation showing the time he will take to transport the animals. And on basis of these only marks will be given to the Bidder.

Personal and people in the team with their Qualifications will have to be shown by the Bidder in his /her presentation and a valid proof of the people attached with his firm will have to be presented at time of presentation. More the number of technical persons with firm like Veterinary officers or Biologists or People of life science or Zoo Experienced persons show his ability to keep animals and to transport animals in good health condition. The more the technical and non-technical persons like animal keeper or handlers in the team of firm shows his strength and the firm having highest number of such personnel's will get highest marks and then the other firms or the bidder will get marks in the proportion.

B) Marking System for Financial Bid- 40 MARKS will be evaluated as per:

The L-1 Bidder will get full marks means 40 out of 40 and accordingly the other bidders will get proportionately as per their financial bid in comparison to L-1.

11. Tender Fee & EMD:

The nonrefundable tender fee of Rs.11800 (inclusive of GST) should be submitted along with Technical bid in the form of nationalized bank demand draft payable at Junagadh in favour of on name of Director, NandanKanan Zoological Park, Bhubaneswar, Odisha. The bidder shall enclose Earnest Money Deposit[EMD] of Rs. 300000 which is payable in the form of Demand Draft/FDR of nationalized bank payable at on the name of Deputy Director, Nandankanan Zoological Park, Bhubaneswar, Odisha. for a period of not less than 180 days.

FDR along with Bank draft for EMD and security deposit will be accepted. And EMD amount deposited may be converted into performance security deposit. No exemption from submitting EMD will be given to any bidder.

No bids will be accepted without specified EMD, any EMD submission after opening of Technical bid will not be accepted and the bids without EMD or late EMD will be rejected outright.

12. Late Bid:

Any bid(s) received by The Deputy Director, Nandankanan or person authorized or committee so formed for this purpose after due date as specified in the Bid Data Sheet will be rejected and no evaluation will be carried out by the client.

13. Opening of Bid/s

All the bids received [technical & financial] within due date as specified in BDS will be opened on bid opening date/s as specified in the bidding document. These dates can be changed depending upon the situations and bidders will be informed in advance for the next date.

14. Performance Security:

10% (ten percent) of the contract value to be deposited in shape of DD/ FDR/ BG / NSC / TDR / POTD pledged in the name of Deputy Director, Nandankanan Zoological Park, Barang, Bhubaneswar. EMD amount deposited may be converted into the Performance security deposit.

15. Notification of Award:

Prior to the expiry of the bid validity period, The Deputy Director, or Person authorized or committee so formed for this purpose of opening the tender for this will notify the successful bidder in writing by hand delivery or registered post or through email to be confirmed in writing by issuing Letter of Acceptance [LoA]. Letter of acceptance will have to be signed by both the parties. After of letter of acceptance is signed the work orders will be issued by the Deputy Director, Nandankanan or person authorized or committee so formed. The transport of animals will have to be done by the Bidder as per time period mentioned in the Work Order but in no case the transport time of the animals will be more than the period of contract.

Following above notification successful bidder will need to enter into contract with The Deputy Director, Nandankanan or Person authorized or committee so formed for this purpose of opening the tender for a period of 18 months from the date of notification of award or letter of acceptance [LoA]. The standard general and special condition of contract

included in the ITB, GCC & SCC together with bidder's responses, will form a part of contract unless otherwise negotiated. Bidder is expected to start working at the earliest or otherwise as specified by the client in contract.

16. Signing of the Contract

After issuing LoA to the successful bidder, a contract will be signed within 15 days between The Deputy Director, Nandankanan or Person authorized or committee so formed for this purpose of opening the tender & Successful bidder. Once the contract is signed the work orders will be issued as per the contract signed under this bid. The species and number of animals proposed for handling, crating, transportation and documentation will be mentioned in the work orders. In no case Deputy Director, Nandankanan or person authorized or committee so formed for this purpose of opening the tender or the person placing the work order or signing the contract will be bound to Handling, crating, transportation and documentation all the animals listed in the Annexure-2 of this tender.

17. Contract Completion Period:

The contract will remain in force for a period of eighteen months for the date of execution of the contract without any price escalation. Any variation in price for any other reason, whatsoever, shall not affect the agreed rates and shall not vitiate the contract and the successful bidder will be bound to continue to provide services at the agreed rates/prices.

18. Contents of bidding document:

The bidder is expected to examine all instruction, forms, terms and conditions in the bidding document. Failure to furnish all information required by the bidding document on submission of a bid not substantially responsive to the bidding document in every respect will be at bidder's risk and may result in rejection of bid.

SECTION -3 - GENERAL CONDITIONS OF CONTRACT [GCC]

1. DEFINITIONS:

- a. The contract means the contract signed between Officer-In-charges of the project or any other person so authorized or committee so formed for this purpose and successful bidder. All attachment, appendix, annexures shall be deemed to be an integral part of contract.
- b. Deputy Director, Nandankanan Zoological Park, Bhubaneswar, Odisha is the address to be used for the communication purposes. The contract price is as stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of contract and is the price payable to the successful bidder for full and proper fulfilment of its contractual

obligations.

- c. Days mean calendar days: months are calendar month as per Georgian colander.
- d. Defect means any part of the non-fulfilment of contractual obligation and services requested within contract period.
- e. Effective date contract shall be date of issuance of Letter of Acceptance by the employer.

2. Interpretation:

These General Conditions of contract shall apply to the extent they are not superseded by provision in other parts of the contract, including special condition of contract.

Headings are indicative only and have no legal significance. Words have their normal meaning under the language of the contract unless specifically defined. The employer will provide the instruction clarifying queries about the conditions of contract, which shall be abiding.

3. PCCF Wildlife Odisha State and Instruction:

Except where otherwise specifically specified, the PCCF (Wildlife) & CWLW, Odisha State decision shall be binding to the both parties and both parties shall carry out all the instructions of the PCCF (Wildlife) & CWLW, Odisha State unless such instructions are contradictory or violating law of the land as may be applicable to this contract.

4. Communication:

Communications between parties, which are referred to in the contract, are effective only in writing. A notice shall be effective only when it is delivered to the person or party for whom it means.

5. Taxes & Duties:

The rate quoted by the successful bidder shall be inclusive all taxes and Govt. Duties as prevailing. The Deputy Director, Nandankanan or Person authorized or committee so formed for this purpose of opening the tender will deduct the taxes as per rule in force from the payment to be made to successful bidder.

The successful bidder is responsible for all statutory and regulatory compliances and for obtaining any permits/license or other documents required for this assignment.

After award of the contract, if there is any increase/decrease in any Govt. Duties or taxes, the same will be proportionately adjusted in the contract price from the date.

6. Termination:

Deputy Director, Nandankanan or Person authorized or committee so formed for this purpose may, without prejudice to any other remedy for breach of contract by written notice of default sent to the successful bidder, Deputy Director, Nandankanan or Person

authorized or committee so formed for this purpose terminate the contract in whole or in part.

If the contract is terminated the successful bidder shall stop the providing service immediately.

In the event of termination of contract by Deputy Director, Nandankanan or Person authorized or committee so formed for this purpose on account of breach of contract condition or non-performance by the successful bidder the entire Performance Security amount will be forfeited.

7. Payment upon Termination:

If the contract is terminated because of breach of contract conditions by the successful bidder, the Deputy Director, Nandankanan or Person authorized or committee so formed for this purpose of opening of tender shall process legitimate and due payments to the successful bidder.

8. Foreclosure:

Deputy Director, Nandankanan or Person authorized or committee so formed for this purpose reserved the right to foreclosure the contract without assigning any reasons. In such case the successful bidder will not be entitled to any compensation for non-providing services or loss of profit or any incidental costs of any kind. Payment shall be made only for supplied services and accepted by the employer up to the date of effect of this procedure.

9. Applicable Law & Its jurisdiction:

The contract shall be governed as per Indian Law and shall be jurisdiction of Courts in Bhubaneswar.

10. Dispute Resolution and Legal Jurisdiction:

Deputy Director, Nandankanan or Person authorized or committee so formed for this purpose and successful bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between parties under this contract. If, after thirty [30] days from the commencement of such informal negotiation, the Deputy Director, Nandankanan or Person authorized or committee so formed for this purpose and the successful bidder are unable to resolve amicably a contract dispute, the decision of In the case of dispute arising upon or in relation to or in connection with the contract between the Authority and the Agency, which has not been settled amicably, the same shall be resolved or settled by way of arbitration by the sole arbitrator to be appointed by Director, Nandankanan Biological Park and the decision of the arbitrator shall be final & binding on both the parties. The arbitration shall be held in accordance with the provisions of Arbitration and Conciliation Act 1996 and the place

of arbitration shall be only at Bhubaneswar.

SECTION -4: SPECIAL CONDITIONS OF CONTRACT

1. Rates of Tender & Deliverables:

Information about the financial bid for Handling, crating, transportation and documentation of animals shall be provided as in Financial bid as per Annexure-2.

The successful bidder shall need to submit following deliverables at the time of submission of invoice for services provided as part of this contract.

a) The bidder should transport live animals/birds at the place as per transportation order by Deputy Director, Nandankanan or Person authorized or committee so formed for this purpose of opening the tender.

2. Time Limit for rates of contract:

The time limit for rates will be 6 months from the date of giving the work order after the Letter of acceptance is signed by both the parties. During this period the successful bidder cannot withdraw his rates.

3. Opening of the tender:

It is confirmed that on submission of the tender, the bidders have been and thoroughly gone through the all specification, conditions, and other paper of the tender document and it is binding on the bidder to execute the work accordingly. The bidder will have to pass through all documents required as mentioned in tender note for preliminary qualification. Then The bidder or his/her authorized representative will have to make a power point presentation for technical bid on basis of which he will get marks as specified. After that financial bid will be opened and marks will be given as specified to the financial bid. Then a total of marks obtained in both technical and financial bid will be done.

4. Payment Terms:

Payment to successful bidder will be released within 30 working days through check/RTGS/NEFT transfer upon submission of valid invoice in two copies.

Work Order: The Deputy Director, Nandankanan or Person authorized or committee so formed for this purpose of opening the tender will issue the specific work order on time to time [single or part of services] on the rates agreed as part of this contract

5. Responsibility of Successful Bidder:

a. The successful bidder shall comply all the statutory requirements for this services mentioned in the bidding document.

- b. In the event of human loss/injury [major or minor] during the span of this contract will be the personal responsibility of successful bidder and The Deputy Director, Nandankanan of the project or Person authorized or committee so formed for this purpose of opening the tender will not be held responsible for such human loss or injury.

6. Scope of Service:

The Present bid document is required to transport animals from Dubai Safari Park, United Arab Emirates and Nandankanan Zoological Park, Odisha, India as per list attached. It is the sole right of The Deputy Director, Nandankanan or Person authorized or committee so formed for this purpose of opening the tender to award the work order for Handling, crating, transportation. Also it will be the sole right of the Deputy Director, Nandankanan or Person authorized or committee so formed for this purpose of opening the tender to accept the animals so offered by the successful Bidder. In any case, if the Deputy Director, Nandankanan or Person authorized or committee so formed for this purpose of opening the tender finds the animals to be Handling, crating, transportation and not to be accepted on any other ground, The Deputy Director, Nandankanan or Person authorized or committee so formed for this purpose of opening the tender will be free to do without any condition and the successful bidder will have to accept the same. The selection agency will deploy representative to support on documentation process at Govt. offices in Delhi as per possibilities. Bidder will arrange all Aviation related permissions for Air Transportation of animals, on the basis of required documents provided by the DSP and NKZP. The bidder has to guide for documentation requirements and may assist in documentation process as a representative of Zoo as per the possibilities.

Animal Quarantine and Certification Service: The Bidder has to arrange this service only as a representative of the Zoo.



SECTION -5

ANNEXURE-1

Format of Technical Bid (For Preliminary Qualification)

1. Name of Bidder:
2. Address of Bidder:
3. Telephone & Email:
4. PAN Number of Bidder:
5. GST Registration Number:
6. Name, Branch & Account Number of Bidder Bank:
7. Annual Turn Over of last three financial years [Please attached Audited balance sheet/ Profit/loss account]:

Sr. No	Year	Annual Turn Over in Rs.	Remarks
1	2019-20		
2	2020-21		
3	2021-22		

8. Experience of Bidder in Handling Live Animals:

Sr. No	Year	Name of Work	Client	Amount in Rs.

I/we hereby submit that the information submitted hereby is correct & best of my/our knowledge & belief.

My/our agency has not been debarred by any Govt. Departments/PSUs for providing services as mentioned in the present bidding document. In case of any information/documents found to be false, fake or incorrect, The Deputy Director, Nandankanan or Person authorized or committee so formed for this purpose of opening the tender is free to take any action against my/our agency as deemed fit by them.

Signed & Sealed of Bidder



Annexure – 2

List of the animal to be transported from Dubai Safari Park, UAE to Nandankanan Zoological Park, Bhubaneswar, India

Species	Male: Female: Unsex
Chimpanzee (<i>Pan troglodytes</i>)	2:0:0
Cheetah (<i>Acinonyx jubatus</i>)	1:1:0
African Lion (<i>Panthera leo</i>) [normal morphs]	1:1:0
African Lion (<i>Panthera leo</i>) [leucistic morphs]	1:3:0
Ring-tailed Lemur (<i>Lemur catta</i>)	1:4:0
Red-necked Wallaby (<i>Notamacropus rufogriseus</i>)	2:1:0
Hamadryas Baboon (<i>Papio hamadryas</i>)	3:5:0
African Grey Parrot (<i>Psittacus erithacus</i>)	4:3:0
Blue-and-Gold Macaw (<i>Ara ararauna</i>)	0:0:5



Annexure - 3

FINANCIAL BID

FINANCIAL PROPOSAL SUBMISSION FORM

Sl.No.	Name of Work	Total Consultancy Charges Lump sum in INR (Including GST)	
		(In Figures)	(In Words)
1.	Cost for Handling, crating, transportation and documentation of animals (Annexure-2) from Dubai Safari Park, United Arab Emirates to Nandankanan Zoological Park, Bhubaneswar, Odisha		
	TOTAL		

Note:

a) This amount is inclusive of the Goods & Service Taxes and all other taxes & duties, levies, cess etc.

b) Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, upto the expiration of the validity period of the proposal, i.e., [Date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".

Managing Director/Head of the firm/
Authorized Representative of the firm

*Name of the firm

Addres

