

RFP No. - 14 /1F / NKZP

Date: 17/07/2023



REQUEST FOR PROPOSAL FOR
SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN
AND PROJECT SUPERVISION SERVICES
FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD
AVIARIES AT NANDANKANAN ZOOLOGICAL PARK
BHUBANESWAR, ODISHA

NANDANKANAN ZOOLOGICAL PARK
BARANG, BHUBANESWAR, KHORDHA
PIN-754005

WEBSITE- www.nandankanan.org

SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK

Nandankanan Zoological Park, Barang, Bhubaneswar, Odisha- 754005

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

RFP No. 14/1F /NKZP

Dated: 17/07/2023

REQUEST FOR PROPOSAL FOR
SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION
SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT
NANDANKANAN ZOOLOGICAL PARK BHUBANESWAR, ODISHA

Deputy Director, Nandankanan Zoological Park invites proposals from reputed Architecture Firms for Design and Supervision for construction of animal enclosures and bird aviaries at Nandankanan Zoological Park, Bhubaneswar, Odisha. Interested agencies may participate in this tender and submit their proposals. The detailed Request for Proposal (RFP) document can be downloaded from NKZP website: www.nandankanan.org from 5.00 PM of 17.07.2023 to 4.00 PM of 08.08.2023. The last date of receipt of technical and financial bids is 08.08.2023 till 5.00 PM. Please refer the RFP documents for further details.

NKBP reserves the right to cancel this invitation and / or invite fresh Bid / RFP with or without amendments to this invitation, without liability or any obligation for such invitation and without assigning any reason. NKBP reserves the right to accept or reject any or all proposals without assigning any reason whatsoever

Sd/-

**Deputy Director
Nandankanan Zoological Park**



SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or any other information subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of Nandankanan Zoological Park (hereafter referred as "Authority ") or any of its employees or advisers, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.



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The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the selected Consultant, as the case maybe, to provide the Services and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.



SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK

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DATA SHEET

Sl. No	Particulars	Details
1.	Name of the Authority	Deputy Director Nandankanan Zoological Park, Barang, Bhubaneswar-754005, Odisha,
2.	Method of Selection	Quality & Cost Based Selection (QCBS) : 70:30
3.	Proposal Validity	180 Days
4.	Publication of RFP Notice	15/07/2023 5PM
5.	Date of Issue of RFP	17/07/2023, 5.00 PM
6.	Last Date for submission of RFP (Hard copy)	08/08/2023, 5.00 PM
7.	Deadline for Submission of Pre- Proposal / Pre-Bid Queries	23/07/2023, 5PM, All the queries may be sent to e-mail id of Deputy Director, Nandankanan Zoological Park deputydirector.kanan@gmail.com
8.	Pre-Proposal/Bid Meeting	24/07/2023 at 11 AM at the Conference Hall of Nandankanan Zoological Park, Barang, Bhubaneswar
9.	Date of opening of Technical Bid and Technical presentation	08/08/2023, 11:00 AM at Conference Hall of Nandankanan Zoological Park, Barang, Bhubaneswar
10.	Date of opening of Financial Proposal	To be intimated later
11.	Expected Date of Commencement of Assignment	To be intimated later
13.	Bid Processing Fee (Non- Refundable)	Rs.11,800/- (Rupees Eleven Thousand and Eight Hundred Only)- including GST) in form of Demand Draft in favour of the Deputy Director, Nandankanan Zoological Park payable at Bhubaneswar issued from any Nationalized/ Scheduled Bank



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12.	Earnest Money Deposit (EMD)	<i>Rs.1,00,000/- (Rupees One Lakhs only) in the form of BG/NSC/TDR/POTD pledged in favour of Deputy Director, Nandankanan Zoological Park, payable at Bhubaneswar issued from any Nationalized/ Scheduled Bank, countersigned by its local branch at Bhubaneswar</i>
13.	Performance Bank Guarantee (PBG)	<i>10 % of the contract agreement amount</i>
14.	Contact Person	<i>Deputy Director, Nandankanan Zoological Park E-mail ID: deputydirector.kanan@gmail.com</i>
15.	Place of Opening of Proposal:	<i>Venue: Conference Hall of Deputy Director, Nandankanan Zoological park, Barang (PO), Khurdha (Dist.)</i>

(Dates indicated in the schedule are tentative and are subject to change. Changes if any shall be communicated on the website www.nandankanan.org)

Rs.1 crore = 10 million rupees.

RFP can be downloaded from www.nandankanan.org



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SECTION: 1

LETTER OF INVITATION



LETTER OF INVITATION

Name of the Assignment: RFP for Selection of Architectural Consultant for Design and Project Supervision Services for construction of animal enclosures and bird aviaries at Nandankanan Zoological Bhubaneswar, Odisha.

1. Nandankanan Zoological Park, (the "**Authority**"), in accordance with the provisions under the Guidelines for Engagement of consultants and outsourcing of services issued in the Office Memorandum No. 37323/F Dt. 30.11.2018 of the Finance Department, now invites proposal from reputed Architecture Firms for Design and Supervision services for construction of animal enclosures and bird aviaries at Nandankanan Zoological Park, Odisha.
2. A bidder will be selected under **Quality and Cost Based Selection** procedure as prescribed in the RFP Document.
3. The Bid documents can be downloaded from the website of the Nandankanan Zoological Park i.e. www.nandankanan.org.
4. Evaluation of the proposals shall be made as per the evaluation criteria mentioned in the RFP prior to opening of financial proposal.
5. The Contract period shall be valid for a period of Twenty-Four (24) months from the date of execution of the contract agreement for the project to be undertaken. In case, construction contracts are getting extended beyond the specified period of consultancy contracts, the consultant's contract shall also be extended on mutual agreement. During the extended period of consultancy contract, the consultant shall provide the services and deploy his staff as per mutual agreement. No additional fees shall be paid to the consultant on account of extension in the period of consultancy contract.
6. The two parts of the Proposal (Technical proposal and Financial proposal) must be submitted as per instructions provided in the RFP, with all pages numbered serially, along with an index of submission. The technical proposal is also required to be submitted in hard bound/ Spiral bound form with all pages numbered serially along with an index of submission. Bids submitted in loose form will not be accepted. The Financial Proposal is to be submitted in a separate envelope only. Bids shall be submitted through registered post or courier service or directly at the address mentioned above. NKZP shall not take any cognizance and shall not be responsible for delay/loss in transit or non- submission of the Bid in time. Submission in any other form shall not be acceptable. In the event, any of the instructions mentioned herein have not been adhered to, Authority may reject the Proposal.



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7. RFP submission must be received not later than 1700 hrs on 08/08/2023 in the manner specified in the RFP document at the address given below.

DEPUTY DIRECTOR

Nandankanan Zoological Park (NKZP),

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

8. The proposal, complete in all respect as specified in the RFP Document, must be accompanied with a **Non-refundable** amount of **Rs.11,800/- (Rupees Eleven thousand & Eight Hundred only)** towards **Bid Processing Fee** and **Rs.100000/- (Rupees One lakh only)** towards **Bid Security in the form** as prescribed in the RFP failing which the bid will be rejected.
9. The last date and time for submission of proposal, and date of opening of technical proposal are as mentioned in the Bidder Data Sheet.
10. This RFP includes following sections:
- a) Letter of Invitation [Section – 1]
 - b) Information to the Bidder [Section – 2]
 - c) Terms of Reference [Section – 3]
 - d) Technical Proposal Submission Forms [Section – 4]
 - e) Financial Proposal Submission Forms [Section –5]
 - f) Bid Submission Checklist [Section –6]
 - g) Standard Form of Contract [Section –7]
 - h) Annexure [Bid Submission Checklist & Performance Bank Guarantee Format provided]
11. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Authority's knowledge, the Authority holds no responsibility for accuracy of information, and it is the responsibility of the bidder to check the validity of information/ data included in this RFP. The Authority reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

Deputy Director
Nandankanan Zoological Park

SECTION: 2

INSTRUCTION TO BIDDERS

A handwritten signature in blue ink, consisting of a stylized, cursive 'S' or 'B' shape with a long horizontal stroke extending to the right.

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1. Pre-Qualification Criteria:

To be eligible for being considered as Consultant, an applicant should fulfil the following eligibility criteria. During the evaluation of the technical proposals, each bidder will be assessed based on the following pre-qualification criteria. The bidder is required to produce the copies of the required supportive documents / information as part of their technical proposal failing which the proposals shall be rejected.

- (i) The Bidder must be a competent and experienced Company/ LLPs or consortiums/ JV which has successfully completed at least one international assignment of Architectural consultancy for Zoo/ Wildlife Safari and similar projects in past ten (10) years wherein the cost of one project is not less than Rs.200 crores. (INR 2000 million)
- (ii) The bidder must have completed Project Management Consultancy (PMC) work of Zoo/ Wildlife safari /tourism or similar Projects wherein the cost of one project should not be less than Rs.200 crores in past ten (10) years. (INR 2000 million)
- (iii) The Bidder must be a competent and experienced Company/ LLPs or consortiums/ JV which should have work in hand at least two (2) assignments of Architectural consultancy for Zoo/ Wildlife Safari and Project Management Consultancy (PMC) work of Zoo/ Wildlife safari /tourism or similar projects wherein the cost of one project is not less than Rs. 200 crores. (INR 2000 million)
- (iv) The Bidder must be a competent and experienced Company/ LLPs or consortiums/ JV which has successfully completed at least Ten (10) animal exhibits for Indian Zoos with CZA (Central Zoo Authority India) design approval.
- (v) The Bidder must be a competent and experienced Company/ LLPs or consortiums/ JV which has successfully completed at least Two (2) Bird Aviaries for Indian Zoos with CZA (Central Zoo Authority India) design approval.
- (vi) The Bidder must be a competent and experienced Company/ LLPs or consortiums/ JV which have done such consulting for minimum three (3) exhibits with underwater viewing facility as per CZA norms. The applicant should provide a completion certificate of animal exhibits with an underwater viewing facility.



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- (vii) If the Bidder is a Company, it must be registered under The Companies Act 1956 or the Companies Act 2013 as amended from time to time or a Limited Liability Partnership registered under the LLP Act 2008. If the bidder is in consortium/JV, then the lead member must be registered in India and must submit a proof of Registration of the legal entity (Certificate of Incorporation, GST registration certificate).
- (viii) Any equivalent documentations should be submitted by foreign entities involved in JV/ consortiums as per the rules and regulations in their individual country.
- (ix) If the bidder is in consortium/JV, then both members must be having the experience in Architectural consultancy for Zoo/ Wildlife Safari and Project Management Consultancy (PMC) work of Zoo/ Wildlife safari /tourism or similar Projects and similar projects.
- (x) "Financial Capacity"; The Bidder or Jointly the members of the consortium/ JV must have minimum annual Financial Turnover of Rs. 3 crores (Rupees 3 crore only or Rs Thirty million) in at-least 3 (three) years during the last 5 (five) financial years i.e 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22 from the work of Architectural consultancy and Project Management Consultancy.
- (xi) The Bidder or all the members of JV/Consortium should not have been blacklisted /debarred /terminated except for reasons of convenience of Client by any Government Board /Corporation/ Company /Statutory Body/ PSU Company in the last 5 (five) years from the date of publishing of this RFP.
- (xii) In case of consortiums/ JVs, the cumulative work experience and other parameters of qualifications of members will be considered. The member companies/LLPs participating in the bid can also use group companies experience to meet the eligibility criteria.

Only those Bidders who meet all the Minimum Eligibility Criteria specified above shall qualify for further evaluation. The Proposals of Bidders who do not meet all the Minimum Eligibility Criteria above shall be treated as non-responsive and, therefore, shall be disqualified.



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1.1. DESIRABLE ELIGIBILITY CRITERIA:

- (i) The Bidder should have successfully completed in the last 10 years master-planning / detailed designing of at least one Zoo /Wildlife Safari project/tourism project or similar projects wherein the total cost of project is not less than Rs. 200 Crores (INR 2000 million). The bidder who has executed more projects shall be given higher technical score as given in the table 7 of this Section.
- (ii) The Bidder should have successfully completed at least one Project Management Consultancy for Zoo/ Wildlife Safari or tourism projects in past ten (10) years wherein the cost of project is not less than Rs.200 crores (Rs 2000 million). The bidder who has executed more projects shall be given higher technical score as given in the table 7 of this section.

1.2 Documents / Formats need to be submitted along with TECHNICAL PROPOSAL:

The bidders have to furnish the following documents duly signed in along with their Technical Proposal:

- (i). Filled in Bid Submission Check List in Original (Annexure-I)
- (ii). Covering letter **(TECH – 1)** on bidder's letterhead requesting to participate in the selection process.
- (iii). Bid Processing Fee in the form of Demand Draft
- (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 RFP)
- (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). Comments and Suggestions on the Terms of Reference / Scope of Work **(TECH - 8)**
- (xi). Approach, Methodology & Work Plan to undertake the assignment **(TECH - 9)**
- (xii). CV of Key Personnel as per TOR **(TECH - 10)**
- (xiii). Bid Security (EMD as applicable)



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- (xiv). 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 letterhead of the bidder.
- (xv). Any pending legal issues / involvement in legal conflicts in last 3 years (TECH-11)
- (xvi). Certificate of Incorporation
- (xvii). Copy of PAN
- (xviii). Copy of GSTIN (Good and Service Tax Identification Number)(GSTIN)
- (xix). Copy of IT returns for the last 03 assessment years
- (xx). RFP Document duly signed by Bidder's Authorized Signatory.
- (xxi). Details of local office in India. (TECH-12)
- (xxii). Resource sheet - Equipment, Materials and Software (TECH-13)
- (xxiii). Consortium agreement (TECH-14)
- (xxiv). All the pages of the proposal and enclosures / attachments are signed by the authorized representative of the bidder

Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above may lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP Document. The proposal must be complete in all respect and indexed. Each page should be numbered and signed by the authorized representative.

2. Bid Processing Fee:

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to **Rs. 11,800/- (Eleven Thousand & Eight Hundred Rupees in form of Demand Draft** in favor of the Deputy Director, Nandankanan Zoological Park payable at Bhubaneswar issued from any Nationalized/ Scheduled Bank as prescribed in the RFP failing which the bid will be rejected.

3. Earnest Money Deposit:

The Bidder shall furnish as part of its Proposal, a bid security of Rs.1,00,000/- (Rupees One Lakh only) in the form of BG/NSC/TDR/POTD pledged in favour of Deputy Director, Nandankanan Zoological Park, payable at Bhubaneswar issued from any Nationalized/ Scheduled Bank, countersigned by its local branch at Bhubaneswar, (the "Bid Security"), returnable not later than 180 days from Proposal Due Date. In case successful bidder is announced, the Bid Security of all unsuccessful bidders shall be returned, while the Bid Security of the successful bidder shall continue to be effective until the successful bidder furnishes the Performance Bank Guarantee (as per the provisions of this RFP). The Bid Security shall be forfeited if (a) a successful bidder fails to sign the Agreement for whatever reason, or (b) the bidder withdraws the tender during the validity period of tender



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4. Validity of the Proposal:

Proposals shall remain valid for a period of 180 (One hundred and eighty) days from the date of opening of the technical proposal. The Authority reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

5. Preparation and Submission of Proposal:

5.1 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 parts (collectively referred to as 'Proposal') shall be:

Part 1- Technical Proposal

Part 1, the "Technical Proposal" should have the following documents.

- (i). Filled in Bid Submission Check List in Original (Annexure-I)
- (ii). Covering letter (**TECH – 1**) on bidder's letterhead requesting to participate in the selection process.
- (iii). Bid Processing 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 RFP)
- (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). Comments and Suggestions on the Terms of Reference / Scope of Work (**TECH - 8**)
- (xi). Approach, Methodology & Work Plan to undertake the assignment (**TECH - 9**)



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- (xii). CV of Key Personnel as per TOR (TECH - 10)
- (xiii). Bid Security (EMD as applicable) in the form of BG / NSC / TDR / POTD
- (xiv). 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 letterhead of the bidder.
- (xv). Any pending legal issues / involvement in legal conflicts in last 3 years (TECH-11)
- (xvi). Certificate of Incorporation
- (xvii). Copy of PAN
- (xviii). Copy of GSTIN (Good and Service Tax Identification Number(GSTIN))
- (xix). Copy of IT returns for the last 03 assessment years
- (xx). RFP Document duly signed by Bidder's Authorized Signatory.
- (xxi). Details of local office in India (TECH-12)
- (xxii). Resource sheet - Equipment, Materials and Software (TECH-13)
- (xxiii). Consortium agreement (TECH-14)
- (xxiv). All the pages of the proposal and enclosures / attachments are signed by the authorized representative of the bidder

Part 2- Financial Proposal

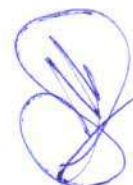
The Part 2, the "**Financial Proposal**" should be submitted as per the format for Financial Bid given in Section 5, Appendix-1.

5.2 Submission of Bids

- a. 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 ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK, BHUBANESWAR, ODISHA"

Part-B: Financial Proposal for "SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK, BHUBANESWAR, ODISHA"



SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK

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

Proposal for "SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT 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 addressed to NKZP, Bhubaneswar at 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, then NKZP will assume no responsibility for the tender's misplacement or premature opening. Telex, cable or facsimile tenders will be rejected.

- b. Bids shall be submitted through registered post or courier service at the address mentioned above. NKZP shall not take any cognizance and shall not be responsible for delay/loss in transit or non- submission of the Bid in time.
 - c. The Scope of Work to be carried out by the Selected Agency is detailed in **Section-3**. The Bidders are required to quote for the entire scope of work detailed in **Section 3**, failing which the Bid will not be considered for evaluation.
 - d. 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. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bid will be rejected.***
6. Opening of the proposal:
- (i) Completed proposal must be submitted on or before the time and date stated in the Data Sheet.
 - (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 RFP. The date of opening of Financial Proposal will be notified later.



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7. Evaluation of Proposal:

A three-step evaluation process will be conducted as explained below for evaluation of the proposals:

(i) Preliminary Evaluation (1st Stage): Preliminary evaluation of the proposals will be done to determine whether the proposal comply with the prescribed eligibility condition (*pre-qualification criteria as mentioned in Sl. 1, Section-2*) and the requisite documents / information have been properly furnished by the bidder or not. Submission of documents / information as per **Clause-5.1** will be verified.

*** Bids not complying with any of the documental requirement will be outrightly rejected at the discretion of the authority.**

(ii) Technical Evaluation (2nd Stage): Technical evaluation will be done only for those applicants who clear the requirements set in the 'Pre-Qualification Criteria'. The 'Technical Proposal' shall be evaluated on the basis of applicant's experience, annual receipt from professional fees/consultancy services, Specific Experience, Qualification/ Experience of Key Personnel proposed and presentation as per details given below:

SR. No	CRITERIA	MAX SCORE	SCORING SYSTEM
01	Approach, Methodology & Presentation	15	Understanding the Project Requirements and accordingly preparing the Presentation for the proposed works as per RFP including design concept, approach and methodology. – 15 marks
02	Experience in handling international assignments.	15	Associated or completed similar projects in countries other than parent country (parent country = country where the company registered lawfully) in the last 25 years. a. One Project- 10 Marks b. More than one project in different countries - 15 Marks



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03	Architectural consultancy for Master planning / designing for any Safari / Zoo Completed Projects in the last 10 years.	20	Marks for bidder's experience shall be as per the following scoring criteria: a. Master planning / designing for any one project (Zoo /Safari projects) costing Rs. 200 Cr or more. – 20 Marks b. Master planning / designing for any one project(s) (Zoo /Safari projects) costing Rs. 150 Cr. or more. – 15 Marks c. Master planning / designing for any one project (Zoo /Safari projects) costing Rs. 120 Cr. or more. – 10 Marks
04	Project Management Consultancy for Zoo/ Wildlife Safari or tourism projects completed in past ten (10) years.	20	Marks shall be as per the following scoring criteria: 1 Project(s) of Project Management Consultancy for Zoo/ Wildlife Safari or tourism of cost not less than Rs. 200 Cr. – 20 marks 1 project(s) of Project Management Consultancy for Zoo/ Wildlife Safari or tourism of cost not less than Rs. 150 Cr. each – 12 marks 1 project (s) of Project Management Consultancy for Zoo/ Wildlife Safari or tourism of cost not less than Rs. 120 Cr. each – 8 marks
05	Ten (10) animal exhibits for Indian Zoos with CZA (Central Zoo Authority India) design approval.	5	Ten (10) animal exhibits for Indian Zoos with CZA (Central Zoo Authority India) design approval. Ten Animal Exhibits- 5 Marks
06	Two (2) Bird Aviaries for Indian Zoos with CZA (Central Zoo Authority India) design approval.	2	Two (2) Bird Aviaries for Indian Zoos with CZA (Central Zoo Authority India) design approval. Two Bird Aviaries- 2 Marks
07	Three (3) exhibits with underwater viewing facility as per CZA norms. The applicant should provide a completion certificate of animal exhibits with an underwater viewing facility.	3	Three (3) exhibits with underwater viewing facility as per CZA norms. The applicant should provide a completion certificate of animal exhibits with an underwater viewing facility. Three Under Water Viewing Facility Exhibits- 3 Marks

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08	Key Personnel's Profile	10	Criteria Marks shall be as per the following scoring criteria:
a.	Team Leader Minimum bachelor's degree or equivalent in Architecture/ Forestry/ or related fields.	02	At least 10 years of professional experience as team leader/ Project Manager handling Government Zoos/ Wildlife Safaris/ Tourism projects and International assignments. Good Understanding of Project Cycle management developing implementation of ideas and monitoring systems and ensuring project activities are implemented to a high standard in a timely and professional manner adhering to industry standards
b.	Zoo / Wildlife Expert Minimum Bachelor's degree or equivalent in Zoology/ wildlife. Experience in handling wildlife/ understanding wildlife ethology.	01	At least 5 years of professional experience in wildlife research/ environment/ forestry. Experience in preparing wildlife reports for Zoo/ Wildlife Safari projects would be preferred.
c.	Zoo Architect Minimum Bachelor's degree or equivalent in Architecture.	01	At least 5 years of professional experience in development of theme parks, tourist destinations, Wildlife safaris, Zoos or similar projects.
d.	Zoo Security expert Minimum Bachelor's degree in IT or equivalent.	01	At least 5 years of professional experience in occupational safety/ visitor's security/ zoo surveillance, wildlife law.
e.	Landscape Architect Minimum Bachelor's degree or equivalent in Architecture	01	At least 5 years of professional experience in similar work particularly development of theme parks, tourist destinations, safaris, zoos, tourism or similar projects.
f.	Zoo Veterinary Expert Minimum Bachelors/Master's in Veterinary science or related subject.	01	At least 5 years of professional experience in veterinary science, health care for zoo animal population, latest technological methods, genetics and good practices on veterinary sciences.
g.	Conservation educationist/ Environmental Educator Minimum bachelor's in environment education / Environmental science/ Environmental Management/ Media or related subject.	01	At least 5 years of experience in developing environment curriculum, dossiers for public relations, media outreach and related work.



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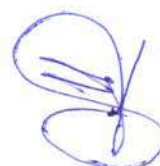
	h. Civil Engineer Minimum Civil engineering degree	01	At least 5 years of professional experience in development of theme parks, tourist destinations, safaris, zoos, hospitality and common property developments.
	i. Mechanical, Electrical and plumbing (MEP) Engineer Minimum Mechanical or Electrical engineering degree	01	At least 5 years of construction experience with working knowledge of mechanical, electrical and plumbing. Working Knowledge of plans, prints, specifications and schematics associated with trade.
09	Financial Soundness: The Bidder or the consortium/ JV must have minimum annual Financial Turnover of Rs. 3 crore (Rupees three crore only) in at-least 3 (three) years during the last 5 (five) financial years from the work of Architectural consultancy and Project Management Consultancy	10	Marks for financial soundness shall be as per the following scoring criteria: <ul style="list-style-type: none"> • More than Rs. 4 crores –10 marks • Rs. 3 crore or more – 8 marks
	TOTAL MARKS	100	

In this stage, the Technical Proposal will be evaluated based on the parameters stated above. For each Technical Proposal, the total score that can be awarded is 100, and the minimum technical score (T) that a Bidder requires to qualify for opening of the Financial Proposal is 70.

FINANCIAL EVALUATION (3rd Stage): The financial proposals of the bidders qualifying the technical evaluation (2nd Stage) only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

The lowest evaluated financial proposal (F_m) will be given a maximum financial score of 100 points. The formula for determining the financial scores of other proposals is as follows:

$S_f = 100 \times F_m / F$, in which "S_f" is the financial score, "F_m" is the lowest price, and "F" the price of the Proposal under consideration.



8. Evaluation Process:

The highest evaluated Technical Proposal (**Th**) shall be given maximum Technical Score (**St**) of 100. The formula for determining the Technical Scores (**St**) of all other proposals is as follows:

St = 100 x T/Th, in which "**St**" is the Technical Score, "**Th**" is the highest Technical Score given, and "**T**" is the Technical Score of the proposal under consideration.

Proposals shall be ranked according to their combined technical (**St**) and financial (**Sf**) scores using the weights (**Tw** = the weight given to the Technical Proposal (0.7); **Pw** = the weight given to the Financial Proposal (0.3); **T + P = 1**) is as follows:

$$S = St \times Tw + Sf \times Pw,$$

The Selected Applicant shall be the First Ranked Applicant (having the highest combined score). The Second and third Ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in the RFP document.

9. Performance Bank Guarantee (PBG):

Within 7 days of notifying the acceptance of a proposal for award of contract, selected Bidder shall have to furnish a Performance Bank Guarantee amounting to 10% of the contract value from a scheduled commercial bank situated in Bhubaneswar in favor of "**Deputy Director, Nandankanan Zoological Park**" as per the format at Annexure-II, for a period of **three months beyond the entire contract period** (calculated from the date of effectiveness of the contract) as its commitment to perform services under the contract. Failure to comply with the terms & conditions of the contract agreement shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

10. Contract Negotiation

Contract negotiation, if required will be held at a date, time and address as intimated to the selected bidder/s. The bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any and availability of proposed professionals etc.



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11. Award of Contract:

After completion of the contract negotiation stage, the Authority will notify the successful bidder in writing by issuing a Letter of Award (LOA) for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 7 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. The contract will be valid for 9 months from the date of effectiveness of the contract and may be extended on mutual consent.

12. Conflict of Interest:

Conflict of interest exists in the event of:

- (i). Conflicting assignments, typically monitoring and evaluation of the same project by the empaneled bidder;
- (ii). Consultants, agencies or institutions (individuals or organizations) who have a business or family relation with the Authority directly or indirectly; and
- (iii). Practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Authority as this would amount to their disqualification and breach of contract.

13. Disclosure:

- (i). Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.
 - Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- (ii). Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
 - a criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct;



- corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
- failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

14. Anti-corruption Measure:

- (i). Any effort by Bidder(s) to influence the Authority in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
- (ii). A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Authority shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

15. Language of Proposals:

The proposal and all related correspondence exchanged between the bidder and the Authority shall be written in the English language. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self-certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

16. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. A bidder is not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

17. Legal Jurisdiction:

All legal disputes are subject to the jurisdiction of civil court of Bhubaneswar only.

18. Governing Law and Penalty Clause:

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Authority holds the option for cancellation of the contract for pending activities and completes the same from any other Consultant. The Authority may deduct such sum from any



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money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. Failure on bidder's part to furnish the deliverables as per the agreed timeline / milestone will enforce a penalty **@ 1% per week of subject to maximum of 10% of the total contract value**. The amount will be deducted from the subsequent payment. In addition, the PBG amount may also be forfeited. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final. In such situations, the firm will be debarred from participation in future bids of this department for next three years from the date of this occurrence and notifications.

19. 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 publication of the award of contract. The undue use by any Agency of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the Authority's antifraud and corruption policy. During the execution of the assignment except with prior written consent of the Authority, the agency or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

20. Amendment of the RFP Document:

At any time before submission of proposals, the Authority may amend the RFP by issuing an addendum at www.nandankanan.org. Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the Authority may, at its discretion, extend the deadline for the submission of the proposals.

21. Authority's right to accept any proposal and to reject any or all proposal(s):

The Authority reserves the right to accept or reject any proposal, and to annul or amend the bidding /selection / evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the bidders. The Authority, also, reserves the right to reject any Proposal if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. the firm does not submit sufficient information as being asked for



22. Copyright, Patents and Other Proprietary Rights:

NKZP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Authority's request, the Agency shall take all necessary steps to submit them to the Authority in compliance with the requirements of the contract.

23. Replacement of Key Personnel:

- (a) Except as the Authority may otherwise agree, no changes shall be made in the deployed Personnel. If, for any reason beyond the reasonable control of the Agency, it becomes necessary to replace any manpower, the Agency shall provide as a replacement a person of equivalent or better qualifications & experience. **Permission from the Authority shall be sought at least 15 days prior intends to replace any manpower.**

The consultant shall ensure that any such activity of replacement of the manpower will not delay or affect the progress and quality of the service by the Agency.

The replaced key personnel shall not be professionally employed anywhere in Authority works. Authority shall not further consider CV of such key personnel directly or indirectly for any of its projects for this period.

Allowable change limit for the professionals engaged is once (1) for the entire project duration of 3 months.

- (b) If the Authority (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Agency shall, at the Authority's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Authority.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents, the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.



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- (d) If CV as submitted is found incorrect and inflated at a later date, the personnel accepted would be removed from his assignment and debarred from further Authority works for a period of 3 (three) years. The Authority reserves the right to verify all statements, information.

24. Force Majeure:

For purpose of this clause, "Force Majeure" means an event beyond the control of the Agency and not involving the Agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the Agency, which prevents or delays the execution of the work. If a force Majeure situation arises, the Agency shall promptly notify Authority in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Authority in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Agency shall advise Authority in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Authority reserve the right to cancel the contract without any obligation to compensate the Agency in any manner for whatsoever reason.


25. Settlement of Dispute:

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.

26. Disqualification of Proposal:

The proposal is liable to be disqualified in the following cases as listed below:

- Proposal submitted without Bid Processing Fee & EMD as applicable
- Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP
- During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices



- Proposal is received in incomplete form
- Proposal is received after due date and time for submission of bid
- Proposal is not accompanied by all the requisite documents / information
- A commercial bid submitted with assumptions, conditions or uncertainty.
- Bids with any conditional technical and financial offer
- If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value
- Proposal is not properly signed
- Proposal is not conforming to the requirement of the scope of the work of the assignment.
- Bidder tries to influence the proposal evaluation process by unlawful/corrupt/ fraudulent means at any point of time during the bid process
- If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;
 - Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices

27. Liability:

The Liability of the selected consultant under this agreement in any case shall not be beyond the amount of fees payable to the selected consultant under this agreement.

28. Indemnity:

Selected Agency shall at its expense and to the maximum extent permitted by law, will indemnify, defend and hold harmless NKZP from all claims, judgements, actions or suits, proceedings, demands, liabilities, costs, losses damages and expenses arising out of or relating to (a) any negligent act or omission or intentional wrongdoing of the Selected Agency or its representatives; (b) any claim that the provision or utilization of services or any portion thereof is not in compliance applicable laws, rules, regulations, orders of any governmental agency; (c) for injuries or damages to persons or property sustained by or claimed to have been sustained by anyone whomsoever by reason of the works undertaken by the Agency



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CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK**

SECTION: 3

TERMS OF REFERENCE (ToR)



**SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES
FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL
PARK**

Terms of Reference (ToR)

1. Background

Nandankanan Zoological Park is the only large Zoo of Odisha and one among the premier Zoos in India. Established in 1960, the Zoo is nationally recognized for its appreciable efforts for conservation breeding, conservation education and research. Presently the Zoo houses 4053 number of animals belonging to 161 species. Annual visitor's footfall to the park is around 3.3 million. Now, Government of Odisha intends to develop the animal housing facilities and visitor facilities in the zoo to international standards so as to make the zoo world class. A master plan in the regard has already been prepared. NKZP aims to develop itself as one of the most preferred tourist destinations and to place it prominently on the domestic and international tourism map. Construction of a Cheetah enclosure, construction of a glass fronted underwater Gharial enclosure, renovation of the existing tiger enclosure (No.28) to make it a modern glass-fronted enclosure, extension and development of existing Walk-through Aviary and water bird aviary are some components of the development plan of the park.

For the above purpose, Nandankanan Zoological Park (here referred to as the Authority) intends to engage a reputed Consultant/Consultancy firm having experience in similar type of projects on the basis of percentage of the cost of DPR or actual cost of work whichever is minimum.

2. Objective

NKZP intends to avail services of qualified and experienced architectural consulting agencies for the design and supervision during its transformation into a world class zoo with state of art facilities for all age groups. Applications are invited from reputed Architecture/ Design/ Consultancy firms having sound required qualifications, technical background, team strength, appropriate registrations and who meet prequalification criteria set out in this document. Proposed developments are construction of Cheetah enclosure, construction of a glass fronted underwater Gharial enclosure, renovation of the existing tiger enclosure (No.28) to make it a modern glass-fronted enclosure, extension and development of existing Walk-through Aviary and water bird aviary

3. Scope of Services

The tentative planning for the project is as follows:



SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK

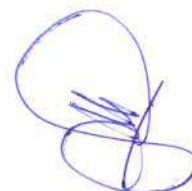
1. Construction of Cheetah enclosure

The scope of the work will include but not limited to the following:

The brief is to design and help execute construction and operationalization of a state-of-the-art naturalistic cheetah enclosure combining innovative design, replicating the cheetah's savannah habitat, featuring open spaces, diverse landscapes, and native vegetation to create an unparalleled experience for both the animals and visitors.

The scope of work for the construction of a cheetah enclosure encompasses a range of activities and considerations to ensure the successful creation of a safe and suitable habitat for the cheetahs. Some key elements of the scope of work may include:

- a. Design and Planning: To design an enclosure that replicates the cheetah's natural habitat, considering factors such as size, terrain, vegetation, and enrichment features. The enclosure should be designed keeping visitor engagement in mind, featuring strategically placed viewing areas that offer unobstructed and intimate encounters with the cheetahs. Elevated platforms, observation decks, and glass viewing panels ensuring safety standards for both cheetahs and visitors, yet with an up-close experience, allowing visitors to observe the cheetahs' incredible speed, agility, and grace.
- b. Site Preparation: Clear the designated area, level the ground, and ensure proper drainage to create a suitable foundation for the enclosure.
- c. Fencing and Barriers: Install secure and sturdy fencing systems and reinforced barriers to prevent the cheetahs from escaping while maintaining visibility for visitors. Ensure compliance with safety standards and regulations.
- d. Landscaping and Vegetation: Incorporate natural elements such as grasslands, shrubs, and trees to create a visually appealing and enriching environment for the cheetahs. Consider providing hiding spots, climbing structures, and other features that promote natural behaviors.
- e. Water Features: Design and construct water sources, such as ponds or streams, to provide the cheetahs with opportunities for drinking, cooling off, and engaging in natural behaviors.
- f. Enrichment Structures: Install various structures, such as platforms, rocks, logs, and toys, to stimulate the cheetahs mentally and physically, encouraging natural behaviors and reducing boredom.



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PARK**

- g. Visitor Viewing Areas: Create designated viewing areas, such as observation decks, elevated platforms, or glass panels, to allow visitors to observe the cheetahs safely and enjoy an immersive experience.
- h. Educational Displays: Install informative displays and signage near the enclosure to provide educational insights into this unique mammal which is the fastest terrestrial mammal and also its conservation significance including the newly initiated Cheetah project in India.
- i. Safety and Security Measures: Implement advanced security systems, including monitoring cameras and alarm systems, to ensure the safety of both the cheetahs and visitors.
- j. Utilities and Services: Provide necessary utilities, such as water and electricity, for the proper functioning of the enclosure and any associated facilities, including staff areas and visitor amenities.
- k. Compliance and Regulations: Ensure compliance with local regulations, animal welfare standards, and ethical guidelines related to cheetah enclosure construction and operation.
- l. Project Management: Oversee the entire construction process, including coordinating contractors, managing timelines, and ensuring adherence to budgetary constraints.

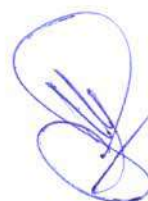
By effectively addressing these aspects within the scope of work, the construction of a world-class cheetah enclosure can provide a significant highlight of the zoo and a magnet for visitors.

2. Glass-fronted underwater gharial enclosure

Under the theme "Crocodiles of the World," glass-fronted underwater crocodile enclosures for indigenous and exotic crocodile species are proposed to offer a captivating experience for visitors. The first one proposed is for gharials. With a large transparent viewing panel, visitors can observe the gharials underwater and appreciate their beauty and strength while fostering understanding and respect for their role in ecosystems worldwide.

The scope of the work will include but not limited to the following:

- a. Design and Planning: To design a glass-fronted underwater crocodile enclosure for Gharial. Ensure the design incorporates large transparent viewing panels for visitors to observe the crocodiles underwater.



SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK

- b. **Safety Measures:** Adequate safety measures to ensure the separation of visitors and crocodiles following all safety standards and norms. Install reinforced glass panels and sturdy enclosures that meet safety standards and regulations. Create barriers that prevent direct contact while maintaining unobstructed views.
- c. **Filtration System:** Design and install a proper filtration unit to maintain water clarity and quality in the crocodile enclosures to ensure optimal conditions for both the crocodiles and visitors.
- d. **Educational Displays:** Install informative displays and signage near the enclosures to provide educational insights about the crocodile species housed within. Offer visitors valuable information about their behaviors, conservation status, and the ecological significance of crocodiles in general and gharial in particular.
- e. **Habitat Enrichment:** Incorporate natural elements within the enclosures to replicate the crocodiles' natural habitats. Include appropriate substrate, submerged logs, rocks, and vegetation to create a visually appealing and enriching environment for the gharials.
- f. **Visitor Experience:** Design the enclosures to provide a captivating and unique experience for visitors. Ensure unobstructed views and comfortable viewing areas. Consider incorporating seating, shade, and other amenities to enhance the overall visitor experience.
- g. **Accessibility and Safety:** Ensure the enclosures are accessible to all visitors, including those with disabilities. Install appropriate safety features and signage to guide visitors and prevent any potential hazards.
- h. **Project Management:** Oversee the construction process, including coordinating contractors, managing timelines, and ensuring adherence to the allocated budget. Regularly monitor the progress and quality of the construction work.

By effectively addressing these aspects within the scope of work, the construction of glass-fronted underwater crocodile enclosures can provide a captivating and educational experience for visitors. It allows for the appreciation of the beauty and strength of crocodilians in general and gharial in particular while promoting awareness and understanding of their ecological significance.



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3. Renovation of the existing tiger enclosure (No.28) to make it a modern glass-fronted enclosure

The brief is to convert the traditional existing tiger enclosure No.28 with chain-linked mesh viewing area to a modern enclosure with a glass fronted viewing area as is the global norm. This will create a clear and transparent barrier that will allow people to see the tigers' movements, behaviors, and natural beauty with striking clarity. By making this change, it will be possible to enhance visitor satisfaction while still ensuring the safety and comfort of the animal. To encourage the display of species-specific behaviors in a natural habitat, enrichments for enclosures that are appropriate for each species and that mimic nature need to be suggested.

The scope of work for the construction of glass frontage visitor view in tiger enclosure, as per the provided description, includes the following tasks:

- a. To design a world-class tiger enclosure by renovating the existing tiger enclosure (EN28) by providing a visitor pathway, viewing deck area and glass frontage viewing area. for.
- b. Allow visitors to observe the tigers at eye level. Ensure the viewing area is appropriately positioned for optimal viewing angles for providing a captivating and educational visitor experience.
- c. Adhere to all safety regulations and safety standards of material including glass used and also adequate structural stability to create a secure environment for both visitors and adequate safety and disturbance-free environment to displayed animals.
- d. Enrichments and Naturalistic Elements: Incorporate species-appropriate enrichment features and naturalistic elements within the enclosures to simulate a natural environment and encourage species-specific behaviors by providing all appropriate enrichments that enhance the welfare and natural behaviors of the carnivores.
- e. Landscaping and Aesthetics: Enhance the surrounding environment with appropriate landscaping that simulates the carnivores' natural habitats to create an aesthetically pleasing and immersive setting for visitors.
- f. Educational Signage and Interpretive Displays: Install informative signage and interpretive displays near the glass frontage viewing areas to educate visitors about tigers, their behavior, and the importance of conservation efforts. Promote awareness and understanding of the significance of protecting these majestic creatures.



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- g. Utilities and Services: Ensure the provision of necessary utilities such as water supply, drainage, and electricity to support the functionality of the enclosures and any associated visitor amenities. Special care has to be taken to prevent seepage, water accumulation or flooding inside the pathway and viewing area as well as the enclosure.
- h. Compliance and Regulations: Ensure compliance with local regulations, animal welfare standards, and ethical guidelines for the construction and operation of the glass frontage visitor views in the carnivore enclosures.
- i. Project Management: Oversee the entire construction process, including coordinating contractors, managing timelines, and ensuring adherence to the allocated budget.

By effectively addressing these aspects within the scope of work, the construction of glass frontage visitor views in the selected tiger enclosure can provide a world-class educational experience for visitors while ensuring the safety and comfort of the animals.

4. Extension and development of existing Walk-through Aviary

The brief is to enlarge and convert the walk-through aviary into a multi-storey modern world-class walk-through aviary in order to give visitors a more immersive and informative experience by enabling them to view birds at their flying heights while ensuring safety of the birds as well as visitors.

The scope of the work will include but not limited to the following:

- a. Provision of elevated walkways / pathways, boardwalks across ponds/waterbodies, holding aviaries, quarantine cages etc.
 - a. Adhere to all safety regulations and safety standards of material including wires used and also ensure adequate structural stability to withstand heavy winds and create a secure environment for both visitors and adequate safety and disturbance-free environment for the birds.
 - b. Enrichments and Naturalistic Elements: Incorporate species-appropriate enrichment features, nesting boxes and naturalistic elements within the enclosures to simulate a natural environment and encourage species-specific behaviors by providing all appropriate enrichments that enhance the welfare and natural behaviors of the birds and induce them to breed inside the aviary.



SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK

- c. Landscaping and Aesthetics: Enhance the surrounding environment with appropriate landscaping that simulates the birds' natural habitats to create an aesthetically pleasing and immersive setting for visitors.
- d. Educational Signage and Interpretive Displays: Install informative signage and interpretive displays in a mini interpretation kiosk/area to educate visitors about the species in display, their behavior, and the importance of conservation efforts. Promote awareness and understanding of the significance of conserving birds.
- e. Utilities and Services: Ensure the provision of necessary utilities such as water supply, drainage, and electricity to support the functionality of the enclosures and any associated visitor amenities. Special care has to be taken to prevent seepage, water accumulation or flooding inside the pathway and viewing areas as well as the enclosure.
- f. Compliance and Regulations: Ensure compliance with local regulations, animal welfare standards, and ethical guidelines for the construction and operation of the glass frontage visitor views in the carnivore enclosures.
- g. Project Management: Oversee the entire construction process, including coordinating contractors, managing timelines, and ensuring adherence to the allocated budget.

5. Extension and development of existing Water Bird Aviary

The brief is to significantly enlarge and convert the existing Water Bird Aviary into a modern world-class walk-through & drive-through aviary in order to give visitors a more immersive and informative experience by enabling them to view birds up close exhibiting their natural behavior while ensuring safety of the birds as well as visitors.

The scope of the work will include but not limited to the following:

- A. Enlarging the existing water bird aviary so as to include portion of a waterbody. Provision of a transparent tunnel so as to allow access to visitors and Battery Operated Vehicles to enter and exit the Aviary. Necessary viewing decks, boardwalks across ponds/waterbodies etc. to be given.
- B. Adhere to all safety regulations and safety standards of material including wires used and also ensure adequate structural stability to withstand heavy winds and create a secure environment for both visitors and adequate safety and disturbance-free environment for the birds.



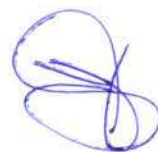
SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK

- C. Enrichments and Naturalistic Elements: Incorporate species-appropriate enrichment features, nesting boxes and naturalistic elements within the enclosures to simulate a natural environment and encourage species-specific behaviors by providing all appropriate enrichments that enhance the welfare and natural behaviors of the birds and induce them to breed inside the aviary.
- D. Landscaping and Aesthetics: Enhance the surrounding environment with appropriate landscaping that simulates the birds' natural habitats to create an aesthetically pleasing and immersive setting for visitors.
- E. Educational Signage and Interpretive Displays: Install informative signage and interpretive displays in a mini interpretation kiosk/area to educate visitors about the species in display, their behavior, and the importance of conservation efforts. Promote awareness and understanding of the significance of conserving wetland birds and their habitats.
- F. Utilities and Services: Ensure the provision of necessary utilities such as water supply, drainage, and electricity to support the functionality of the enclosures and any associated visitor amenities.
- G. Compliance and Regulations: Ensure compliance with local regulations, animal welfare standards, and ethical guidelines for the construction and operation of the glass frontage visitor views in the carnivore enclosures.
- H. Project Management: Oversee the entire construction process, including coordinating contractors, managing timelines, and ensuring adherence to the allocated budget.

Overall, the aviary aims to provide a serene and natural environment for water birds, fostering awareness and appreciation while promoting conservation.

3.1 Deliverables

Upon selection of the Firm, the firm would be required to submit the following deliverables to NKZP from time to time. The lists of deliverables which inter alia includes but not limited to are as follows:



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Stage 1: Inception report with concept plan and design brief

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

Stage 2: Detailed Design Stage

- (a) Modification of conceptual design incorporating the suggestions/changes proposed by the authority, details based on approved concept plan, and results of field survey and solid investigation report.
- (b) Preparation of preliminary schematic drawings, 3D rendering of all design, walk through spaces, and VR walkthrough for approval by the authority.
- (c) Preparation of Rough Cost Estimates on the basis of preliminary drawings for approval by the authority.
- (d) Provide necessary clarifications as compliance requirement for obtaining necessary approvals and getting required approvals for all necessary designs/ drawings

Stage 3: Preparation of Working Drawings and detailed cost estimate.

- (a) Preparation of detailed design report, working drawings, detailed schedule of quantity, detailed schedule of specifications and detailed structural design.
- (b) Preparation of detailed estimate of cost (based on Schedule of rates/market rates of Odisha)
- (c) Preparation and submission of DPR for approval.

Stage 4 - Tender Deliverables

- (a) Preparation of Notice Inviting Tender (NIT) including detailed BOQ and Instructions to Bidders
- (b) Assisting in tendering process and finalization of work orders

Stage 5- Construction Stage:

- a) Construction monitoring, inspection, and determining and ensuring compliance with the Technical Requirements, the Performance Standards, management of the progress and certification of measurements and payments during the contract period. Handhold



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/support for construction drawings, project supervision, cost control, scheduling, risk management, monitoring, auditing, reporting, and ensuring compliances and due diligences required for the project;

- b) Assist implementing authority in conducting regular meetings with contractors, sanctioning authorities and other government entities, etc., as and when required, to discuss progress and issues related to implementation, and prepare minutes for recording and circulation;
- c) Establish all necessary records and the procedures of maintaining/updating such records for the entire project.
- d) Develop and implement procedure for timely payments to the contractors and monitor for compliance;
- e) Monitor implementation of mitigation measures for the project, and update the Plan as per requirement.
- f) Review and certify stages of works, preparation and submission of monthly progress reports.
- g) Documentation of various stages of works
- h) Monitor work programme, identify slacks and slippages and suggest remedial measures in written.

Stage 6 - Post Construction Stage:

- (a) Prepare and supply 'as built' completion drawings including elevations & sections and details of services.

3.2 Milestone

The Commencement of the Consultant's Services will be considered from the date of signing of the agreement. The time period for the completion of services shall be as under:



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Sl. No.	Stage	Time Duration (In Days)
1	Stage 1 - Preparation of concept Design and its approval	15
2	Stage 2 - Preparation of Preliminary Design & Drawings and getting necessary approvals	20
3	Stage 3 - Preparation of Working Drawings etc. and final cost estimate	20
4	Stage-4 – Tender deliverables	40
5	Stage 5- Construction Stage	As per Construction Schedule
6	Stage 6 - Post Construction Stage	60 days after completion of work.

4. PAYMENT SCHEDULE

S. No.	Stage	% age of Consultancy fee to be paid
1.	On Completion of Stage - 1	15% of total consultancy fee payable
2.	On Completion of Stage - 2	20% of total consultancy fee payable.
3	On Completion of Stage - 3	20% of total consultancy fee payable.
4	On Completion of Stage-4	20 % of total consultancy fee payable.
5	On Completion of Stage - 5	20% of total consultancy fee payable.
6	On completion of Stage -6	05% of total consultancy fee payable

5. MEETINGS

The Authority may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held at the Authority's office. Further, the Consultant may be required to attend meetings and conferences with pre-qualified bidders or the selected bidder for projects/work.

SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK

6. CONSULTANCY TEAM

The Consultancy team for the Core Scope of Services under this RFP, i.e. Project Supervision Services are as follows:

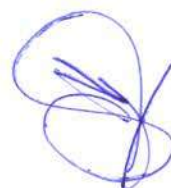
Intending person/firm/organization/institution/consortium shall have

- a) Zoo/ Safari Park planning and designing - Graduate/Post Graduate degree in the related fields and who have designed at least one zoological parks of international reputation in India or abroad costing a minimum of Rs.10 crores.
- b) Landscape architect - Master's Degree in landscape architecture and having experience of handling a minimum of two similar projects during the past 5 years.
- c) Engineering experts in the field of Civil & Electrical - Graduate/Post Graduate degree in the related disciplines with minimum of 5 years of field experience in their respective fields.
- d) Project Architect - Graduate/Post-Graduate degree in the related disciplines with minimum of 5 years of field experience in their respective fields. Authentic proof including drawings, photographs, etc., of works executed in support of qualification and experience in respect of each expert shall be produced while submitting the EOI besides valid certificates.

Note: The age of the Key Personnel should not be more than 65 years.


7. Period of Services:

The services of the Consultant will be in phases as per the completion period of the Agreement of the respective Project as per the Project timelines. If, however, the project construction works need more time for its completion, the period of service for consultancy shall be extended as per the requirement of the project on mutually agreed terms.



Section: 4

Technical Proposal Submission Forms

A handwritten signature in blue ink, consisting of a stylized 'S' shape with a diagonal line through it.

SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK

TECH -1

COVERING LETTER

(ON BIDDER'S LETTER HEAD)

[Location, Date]

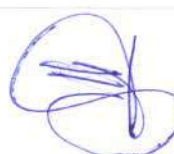
To,

The Deputy Director,
NANDANKANAN ZOOLOGICAL PARK
Barang, Bhubaneswar -754005, Odisha

Subject: REQUEST FOR PROPOSAL FOR SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK BHUBANESWAR, ODISHA

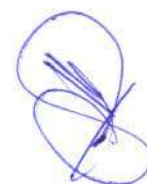
Dear Sir,

1. We, the undersigned, offer to provide our services as Architectural & Project Management Consultant (through Quality cum Cost Based Selection process) for "ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK, BHUBANESWAR, ODISHA" in accordance with your Request for Proposals dated [Insert Date].
2. We hereby submit our Proposal, which includes the Technical Proposal submitted in physical copy and Financial proposal in hard copy/Physical Copy as instructed in the RFP.
3. The proposal is unconditional & unqualified.
4. The information provided in the proposal and in the Appendices is true and correct.
5. This statement is made for the purpose of qualifying as a bidder for undertaking the project.
6. We shall make available to you any additional information you may find necessary or require to supplement or authenticate the bid.
7. We acknowledge your right to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
8. We certify that in the last five years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.



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9. We certify that we have not been barred by any Government, any of the State/ Provincial Governments or any of the Undertakings/Agencies of any Government or State/ Provincial Governments from participating in its projects.
10. We declare that:
 - a. We have examined and have no reservations to the Bidding Documents, including any addendum issued by you;
 - b. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or RFP issued by or any agreement entered into with NKZP or any other Public Sector Enterprise or any government, Central or State/Provincial; and,
 - c. We hereby certify that we have taken steps to ensure that all the information submitted are true to the best of our knowledge.
11. We declare that we are not a member of any other agency submitting a proposal for this project.
12. We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which relates to a grave offence of moral turpitude.
13. We undertake that in case due to any change in facts or circumstances during the bidding process, we are attracted by the provisions of disqualification we shall intimate NKZP about the same immediately.
14. In the event of our being declared as the successful bidder, we agree to enter into the Contract Agreement, the draft of which has been provided to us prior to the proposed due date.
15. The Consultancy Fee has been quoted by us after taking into consideration all the terms and conditions stated in the RFP and draft Contract Agreement.
16. We have paid – (a) non-refundable processing fee and (b) EMD to NKZP in accordance with the RFP document. The receipt of payment of non-refundable process fee & EMD is enclosed.
17. We agree to keep this offer valid for **180 (One hundred & eighty)** days from the last date of submission of bids specified in the RFP document.
18. In the event NKZP desires us to perform additional similar consultancy services for works not included in the Terms of Reference and Scope of this RFP, we hereby agree to perform the same on terms & conditions and rates as indicated in section- I or mutually acceptable



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19. We agree and undertake to abide by all the terms and conditions of the RFP document.
20. We agree for Lump sum fees quoted by us based on component wise cost of work to be executed. However; we will not claim additionally for increase in cost of work upto 20% of estimated cost.
21. We have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. In case, any provisions of this RFP/ ToR including of our technical & financial proposal is found to be deviated, then your department shall have rights to reject our proposal including forfeiture of the Earnest Money Deposit absolutely. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

In witness thereof, we submit this proposal under and in accordance with the terms of the RFP document.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (Company's name): _____

Address: _____

Contact information (phone and e-mail): _____



SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK

TECH -2

Bidder's Organization (General Detail)

Sl. No.	Description	Full Details
1	Name of the Bidder	
2	Name of Company/ LLP or Consortium/ JV:	
3	Legal status (e.g. incorporated company/ LLP or Consortium /JV):	
4	Principal place of business:	
5	Address for communication: Tel : Fax: Email id:	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No. : Email id :	
4	Registration / Incorporation Details Registration No: Date & Year. :	

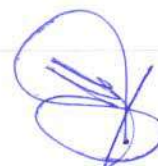


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5	Local office in India If Yes, Please furnish contact details	Yes / No
6	Bid Processing Fee Details Amount: Online reference No.: Date: Name of the Bank:	
7	EMD Details Amount : Online reference No.: Date: Name of the Bank:	
8	PAN Number	
9	Goods and Services Tax Identification Number (GSTIN)	
10	Willing to carry out assignments as per the scope of work of the RFP	YES
11	Willing to accept all the terms and conditions as specified in the RFP	YES

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date and Seal: _____



SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK

TECH -3

Bidder Organization (Financial Details)

Financial Information in INR				
Details	FY <u>19-20</u>	FY <u>20-21</u>	FY <u>21-22</u>	Average
Average Annual Turnover (in lakhs/ Crore) from consulting / advisory services/Project Management Consultancy.				
Total Assets				
Total Liabilities				
Net Worth				
Annual Turnover				

Supporting Documents:

Audited certified financial statements for the last **Three FYs (preceding the Financial year in which the proposal is due)** (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form)..

Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.

The Turn over from Architectural and Project Management Consultancy Services only (if the same doesn't reflect in the balance sheet) shall be certified by a Chartered Accountant or equivalent statutory authority for other country. The interested bidder shall furnish copy of income tax returns

Signature and Seal of the Company Auditor with Date in original

Authorized Signatory [In full initials with Date and Seal]:

Communication Address of the Bidder:

[NB: No Scanned Signature will be entertained]

TECH -4

FORMAT FOR POWER OF ATTORNEY

(On Bidder's Letter Head)

I,, the (Designation) of (Name of the Organization) in witness whereof certify that
<Name of person> is authorized to execute the attorney on behalf of <Name of Organization>, <Designation
of the person> of the company acting for and on behalf of the company under the authority conferred by the
<Notification / Authority order no.> Dated <date of reference> has signed this Power of attorney at <place>
on this day of <day><month>, <year>.

The signatures of <Name of person> in whose favor authority is being made under the attorney given below
are hereby certified.

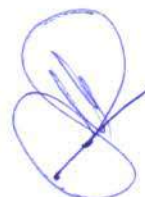
Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:

Address of the Bidder:



SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK

TECH-5

GENERAL EXPERIENCE RECORD

(List only those works which are not included in TECH-6)

Name of Applicant					
Sr. No	Name of Project / Work Description	Client/ Location Details Scope of Services Rendered	Month & Year of Start and Completion	Value of Work (Rs. Lakhs) Fees Received	Liquidated Damages If Any

1. Provide copies of Work Orders and/or Completion Certificates for each project. Work orders/ testimonials shall be attached. Experiences claimed without documentary evidences are liable to be rejected.

Note: Bidders are requested to furnish the list of assignments of similar undertaken during the last 7 Years (preceding the due date of proposal) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document / Completion Certificate from the previous Client need to be furnished along with the above information.

1. ****Please refer to Section-2 of RFP for definition of Similar nature of Works.**

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant: _____

Address: _____

Contact information (phone and e-mail): _

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TECH-6

PARTICULAR EXPERIENCE RECORD

(List only those works that are similar to the proposed works for which the qualification is sought)

Name of Applicant					
Sr. No.	Name of Project and Location details	Client Details and Contact person details	Month & Year of Completion	Project Area (in Hectares)	Value (Rs. Lakhs)

1. In the above table, list only those works which have nature and complexity similar to the nature of work under this contract.
2. Provide copies of Work orders and/or Completion certificates for each project. Work orders/testimonials may be verified, if required.

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: __

Name of Consultant: _____

Address: _____

Contact information (phone and e-mail): _____



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TECH -7

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

Are there any activities carried out by your Architect Consultant which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Para (4). If yes, please furnish details of any such activities.

If no, please certify,

IN BIDDER' S LETTER HEAD

I, hereby declare that our Project Management Consultant as Individual is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section 2: [Information to the Bidder]** under Eligibility Criteria: Para (4).

I, also acknowledge that in case of misrepresentation of any of the information, our proposal / contract shall be rejected / terminated by the Authority which shall be binding on us.

Authorized Signatory [In full initials with Date and Seal]: _____

Communication Address of the Bidder: _



TECH -8

Comments and Suggestions on the Terms of Reference / Scope of Work

[The consultant needs to present and justify in this section, if any modifications to the Terms of Reference he is proposing to improve performance in carrying out the assignment (such as deleting some activity considering unnecessary, or adding another, or proposing a different phasing of the activities / study process modifications). Such suggestions should be concise and to the point, and incorporated in the technical proposal. Modification / suggestion will not be taken into consideration without adequate justification. Any change in manpower resources will not be taken into consideration]

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal:



SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK

TECH -9

DESCRIPTION OF APPROACH, METHODOLOGY & WORK PLAN TO UNDERTAKE THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. In this Section, bidder should explain his understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, he should highlight the problems being addressed and their importance and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following four sections]

A. Understanding of Scope, Objectives and Completeness of response

Please explain your understanding of the scope and objectives of the assignment based on the scope of work, the technical approach, and the proposed methodology adopted for implementation of the tasks and activities to deliver the expected output(s), and the degree of detail of such output. ***Please do not repeat/copy the ToR here.***

B. Description of Approach and Methodology:

- a. Key guiding principles for the study.
- b. Proposed Framework.
- c. Information matrix
- d. Any other issues

C. Methodology to be adopted:

Explaining of the proposed methodologies to be adopted highlighting of the compatibility of the same with the proposed approach. This includes:

- a. Suggestive tools for data collection.
- b. Analysis of field data and preparation of reports
- c. pre-design, schematic design, design development, Supervision during construction and administration
- d. Any other issues



SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK

D. Staffing and Study Management Plan:

The bidder should propose and justify the structure and composition of the team and should enlist the main activities under the assignment in respect of the Key Professionals responsible for it. Further, it is necessary to enlist of the activities under the proposed assignment with sub-activities (week wise). (Graphical representation)

PROPOSED WORKPLAN TO CARRY OUT THE ASSIGNMENT

Week →						
Sequence of Study Activities / Sub Activities ↓	1	2	3	4	5	6

Indicate all main activities / sub activities of the proposed assignment including delivery of reports (Inception. and Final Reports) and other associate sub-activities

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____



SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR
CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK

TECH -10

Format of Curriculum Vitae (CV) for Proposed Key Personnel

1. Proposed Position:

[For each position of key professional separate form Tech B-6 will be prepared]

2. Name of Firm :

3. Name of Staff :

4. Date of Birth :

5. Years with Firm:

6. Nationality :

7. Education :

[Indicate college / university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates]

8. Membership in Professional Associations:

9. Other Trainings :

10. Countries of Work Experience:

11. Languages :

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]



SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK

12. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held. For experience, also give types of activities performed and Authority references, where appropriate as per the prescribed format given below]

From [Year]	To [Year]
Procuring Entity Name:	
Position Held:	
Details of the Task Assigned	
[List all tasks to be performed under this Assignment/job]	

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment /jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of the Project	
Year	
Location	
Name of the Authority	
Project Feature	
Position Held	
Activities Performed	

**SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR
CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK**

Certification:

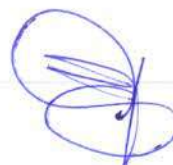
I, the undersigned, certify that to the best of my knowledge and belief that this CV correctly describes my qualifications and past experiences. I will undertake this assignment for the full project duration in terms of roles and responsibilities assigned in the technical proposal or any agreed extension of activities thereof. I understand that any misstatement herein leads to disqualification of CV.

Date:

Signature of Key Professional with Date _____

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____



SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK

TECH-11

Details of Litigations over last 3 years

S.N.	Particulars of Litigation/ Arbitration	Name of Party against whom the litigation/arbitration is preferred.	Date of Litigation/ Arbitration	Amount	Present Stage of Litigation /Arbitration	Remark
1	2	3	4	5	6	7

Signature of the Applicant

Name & Designation

Place:

Date:



**SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR
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TECH-12

Details of office in India:

Detailed Address: _____

Contact Person: _____

Contact Details: _____



**SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR
CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK**

TECH-13

RESOURCE SHEET

DETAILS OF OWNED ASSETS (EQUIPMENT, MATERIAL & SOFTWARE ETC)

Sr. No.	Name of Instruments	No. of Units	Kind / Make	Remarks

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant: _____

Address: _____

Contact information (phone and e-mail): _



SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR
CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK

TECH-14

CONSORTIUM AGREEMENT FORMAT

CONSORTIUM AGREEMENT

(To be executed on stamp paper of appropriate value)

THIS CONSORTIUM AGREEMENT is entered into on this the day of 2023

AMONGST

1. {
....., a company incorporated under the provisions of Companies Act/ Limited Liability Partnership Act} and having its {registered office/office} at (hereinafter referred to as the "First Part" or the "Lead Member" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {....., a company incorporated under the provisions of Companies Act/ Limited Liability Partnership Act} and having its {registered office / office} at (hereinafter referred to as the "Second Part" or the "1st Consortium Member" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {....., a company incorporated under the statutory provisions of Companies Act, / Limited Liability Partnership Act} and having its {registered office /office} at (hereinafter referred to as the Third Part "2nd Consortium Member" which expressionshall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the "Parties" and each is individually referred to as a "Party".



SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK

WHEREAS:

(A) NANDANKANAN ZOOLOGICAL PARK (hereinafter referred to as the "NKZP" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids ("bids") by its tender vide reference No..... (hereinafter referred as "TENDER") for "SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK BHUBANESWAR, ODISHA.").

(B) The Parties are interested in jointly bidding for the Contract as members of a Consortium and in accordance with the terms and conditions of the Tender Bidding Documents in respect of the Contract, and

(C) It is a necessary condition under the Bidding Documents that the members of the Consortium shall enter into a Consortium Agreement (the "Agreement") and furnish a copy thereof with the bid.

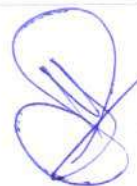
NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the bidding process for the Project. The Parties hereby undertake to participate in the bidding process only through this Consortium and not individually and/ or through any other Consortium constituted for this Contract, either directly or indirectly or through any of their associates.



SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK

3. Role of the Parties

The Parties hereby undertake that Parties are jointly fulfilling the prequalification criteria as per the requirement of "Tender" in all respects and shall be the "Lead member" of the Consortium and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the signing of the Contract when all the obligations of the Consortium shall become effective.


The project shall be executed by the "Lead Member" as a whole and solely responsible for all the activities mentioned in the Tender Document including financial liabilities (Reference to the Tender Document).

4. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Tender Bidding Documents and the Contract, during subsistence of the Contract.

5. Representation of the Parties

- a. Each Party represents to the other Parties as of the date of this Agreement that:
- b. Such Party is duly organized, validly existing and in good standing under the laws of India and has all requisite power and authority to enter into this Agreement; The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution or any other resolution/ Power of Attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not,:
 - i) require any consent or approval not already obtained;
 - ii) violate any Applicable Law presently in effect and having applicability to it;
 - iii) violate the memorandum and articles of association, bye-laws or other applicable organizational documents thereof;



SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK

- iv) violate any clearance, permit, concession, grant, license or other Governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such
- v) Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- vi) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

6. This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

7. Conflict of Interest:

The Parties herein undertake to take all necessary measures in order to avoid any conflict of interest during the performance of the project or the contract for "Request for Proposal For Selection of Architectural consultant for Design and Project supervision services for construction of animal enclosures and bird aviaries at Nandankanan Zoological Park, Bhubaneswar, Odisha ." and also to identify any conflict of interest so that NKZP can consult with the Lead Partner and other Parties to sort out such conflicts.

8. Post Contract Liabilities:

For any loss or damage on account of any breach of this Agreement or the contract for "Request for Proposal for Selection of Architectural consultant for Design and Project supervision services for construction of animal enclosures and bird aviaries at Nandankanan Zoological Park, Bhubaneswar, Odisha Architectural" or any shortfall in the execution of the Project, meeting the guaranteed



SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK

performance / parameters as per technical specifications / documents relating to the Tender, "Lead Member" undertake to promptly make good such loss or damage on NKZP'S demand without any demur. NKZP shall have the right to proceed against any one of the Parties herein in this regard without establishing the individual liability of such party and it shall neither be necessary nor obligatory on the part of NKZP to proceed against the "Lead Member" before proceeding against the other Parties herein.

9. Assignment:

The rights and obligations of First and Second Consortium Member under this Agreement shall not be assigned to any third party without the prior written consent of NKZP.

10. Employers' responsibility:

Each Party will be responsible according to the applicable laws and rules for their own personnel and property.

11. Insurance:

The Parties herein shall at their own expense take out and maintain insurance cover as may be necessary to cover their liabilities.

12. Applicable Law:

This Consortium Agreement shall be governed, construed and interpreted in accordance with the laws of India and the Courts in (Name of the place) shall have the exclusive jurisdiction in all matters arising hereunder.

13. Termination

This Agreement shall be effective from the date hereof and shall continue till the expiry of the Defect Liability period under the Agreement. However, in case the Consortium is either not pre-qualified or does not get selected for award of the Contract, the Agreement will stand terminated in case the Consortium is not pre-qualified or upon return of the tender EMD by NKZP to the Consortium, as the case may be. None of the parties will be entitled to terminate their association with the Consortium, till return of the tender EMD by the Consortium or payment of the amount specified in the Financial Bid by the Consortium, whichever is later.



SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK

14. Indemnification:

All consortium members of this agreement shall fully indemnify, hold harmless and defend NKZP and its officers etc., from and against all claims, liabilities, suits, damages including any criminal liability due to false declaration by the consortium members with regard to this Agreement (or) Tender transaction (or) Project (or) contract etc., caused due to negligence/commission/omission of the any of the consortium members (or) its employees and agents including representatives (or) sub-contractors (or) any other person claiming (or) any other person claiming under this tender (or) under the applicable laws of India.

15. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior approval of NKZP.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of LEADMEMBER by:

(Signature) (Name)

(Designation) (Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of SECOND PART

(Signature) (Name)

(Designation) (Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of THIRD PART by:

(Signature) (Name)

(Designation) (Address) In

the presence of:

1.

2.



**SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR
CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK**

(Signature)

(Name) (Designation) (Address)


The mode of the execution of the Consortium Agreement should be in accordance with the applicable laws.

Each Consortium Agreement should attach a copy of the extract of the charter documents and documents such as resolution / Power of Attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.



Section: 5

Financial Proposal Submission Form



SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK

SECTION 5: Appendix 1

FINANCIAL PROPOSAL SUBMISSION FORM

Sl. No.	Name of Work	Total Consultancy Charges Lump sum in INR (Excluding GST)	
		(In Figures)	(In Words)
1.	Architectural Designing Consultancy Services for, Schematic/ Detailed Designing, Structural Drawings, working drawings, enrichment themes, landscaping, Preparation of detailed estimates, tender documents and assisting in bid finalization for the construction of animal enclosures and bird aviaries at Nandankanan Zoological Park, Bhubaneswar, Odisha.		
2.	PMC for execution of work including supervision quality control, measurement taking & issuing completion certificates etc. as per detailed estimates of civil, electrical, mechanical and other works as per scope of work.		
	TOTAL		

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

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

c) 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
Address



Section 6

Bid Submission Check List



**SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR
CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK**

Annexure – I

Sl. No.	Description	Submitted (Yes/No)	Page No.
TECHNICAL PROPOSAL			
1	Filled in Bid Submission Check List (ANNEXURE-I)		
2	Covering Letter (TECH -1)		
3	Bid Processing Fee of Rs. 11,800/- (Rupees Eleven Thousand & Eight Hundred only) in the form of DD		
4	Bid security (EMD) of Rs 1,00,000/- (Rupees one Lakhs rupees only) in the form of BG / NSC / TDR / POTD		
5	General Details of the Bidder (TECH - 2)		
6	Turnover Certificate (TECH - 3)		
7	Power of Attorney (TECH - 4) in favour of the person signing the bid on behalf of the bidder.		
8	Project (General) Experience Details (TECH – 5) Work Experience Certificates/copies of contract/work orders/completion certificates from previous clients		
9	Particular Work experience certificate as per the eligibility criteria duly certified by the Authority (TECH-6)		
10	Self-Declaration on Potential Conflict of Interest (TECH - 7)		
11	Comments and Suggestions on the Terms of Reference / Scope of Work (TECH – 8)		
12	Description of Approach, Methodology & Work Plan (TECH - 9)		
13	CV of Key Professionals (TECH – 10)		
14	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies in last 3years from the Bid submission date on the letterhead of the bidder		
15	Undertaking regarding any pending legal issues/ involvement of legal conflicts in last 3 years (TECH-11)		
16	Certificate of Incorporation		
17	Copy of PAN		
18	Copy of GSTIN		
19	Copies of IT return for the last 03 assessment years		
20	Details of local office in India (TECH-12)		

SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK

21	Resource sheet - Equipment, Materials and Software (TECH-13)		
22	Consortium agreement (TECH-14)		
23	RFP document duly signed by Bidder's authorized signatory		

FINANCIAL PROPOSAL:

SL No			
1	Financial proposal as per the format for financial bid given in section-5: appendix 1		



SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK

Annexure – II

PERFORMANCE BANK GUARANTEE FORMAT

To,

The Deputy Director,
NANDANKANAN ZOOLOGICAL PARK
At-Barang, Bhubaneswar - 754005,
Odisha

Subject: REQUEST FOR PROPOSAL FOR SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK BHUBANESWAR,

WHEREAS_(Name and address of the Consultant) (hereinafter called "the Consultant") has undertaken, in pursuance of RFP No _____ dated _____ to undertake the service "**SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK BHUBANESWAR, ODISHA**"(herein called contract) **AND WHEREAS** it has been stipulated by **NKZP, Odisha** in the said contract that the Consultant shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; **AND WHEREAS** we have agreed to give the supplier such a bank guarantee; **NOW THEREFORE** we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of _(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the consultant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the consultant shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.



SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK

This performance bank guarantee shall be valid until the ___ day of, <Year>

Our branch at Bhubaneswar (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our Bhubaneswar branch a written claim or demand and received by us at our Bhubaneswar branch on or before Dt _____ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank & Branch



**SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR
CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK**

Section-7
Standard Form of Contract



Contents

I. Form of Contract

II. General Conditions of Contract

1. General Provisions
2. Commencement, Completion, Modification and Termination of Contract
3. Obligations of the Consultant
4. Consultants' Personnel and Sub-Consultants
5. Obligations of the Authority
6. Payments to the Consultant
7. Fairness and Good Faith
8. Settlement of Disputes
9. Liquidated Damages
10. Miscellaneous Provisions

III. Special Conditions of Contract

IV. Appendices

Appendix A – Description of Services

Appendix B - Reporting Requirements

Appendix C - Staffing Schedule

Appendix D - Cost Estimates Appendix

E - Duties of the Authority Appendix

F- Duties of the Consultant

Appendix G- Minutes of Negotiation Meeting and Letter for Revised Financial Quotation



**SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR
CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK**

CONTRACT FOR CONSULTANTS' SERVICES

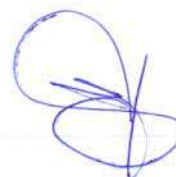
Between

Nandankanan Zoological Park, a Large Zoo under the Central Zoo Authority and under
Wildlife(Protection) Act, 1972 with its registered office at Baranga, Bhubaneswar – 754005, Odisha
(hereinafter referred to as **NKZP**,)

And

XXXX

Dated:



SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN ZOOLOGICAL PARK

I. Form of Contract

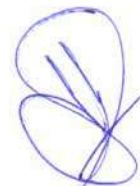
This CONTRACT (hereinafter called the "Contract") is made the **XXth** day of the month of **Month, Year**, between Deputy Director, **Nandankanan Zoological Park**, Bhubaneswar, Odisha on the one hand (hereinafter called the "**NKZP**") (hereinafter called the "Authority"), of the First Part and, **XXXXXXX** a company duly organized and existing under the law of India and having its registered office at **XXXXXXXXXXXXX**, State, India (hereinafter called the "Consultant") of the Second Part.

WHEREAS

- (a) the Consultant, having represented to the "Authority" that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated issued by the Authority;
- (b) the "Authority" has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) Scope of Services, Deliverables and Payment Schedule as mentioned in the RFP
 - (d) Financial Quote by the selected bidder
 - (e) Letter of Award
 - (f) Minutes of Negotiation Meeting and Letter for Revised Financial Quotation
2. The mutual rights and obligations of the "Authority" and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and
 - (b) the "**Authority**" shall make payments to the Consultant in accordance with the



**SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND PROJECT SUPERVISION SERVICES
FOR CONSTRUCTION OF ANIMAL ENCLOSURES AND BIRD AVIARIES AT NANDANKANAN
ZOOLOGICAL PARK**

provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by -----

1. For and on behalf of NKZP
2. For and on behalf of XXXXXXXXX

In presence of (Witnesses)

i.) A

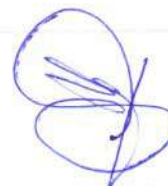
ii.) B

General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions: Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Applicable Law" means the laws and any other instruments having the force of law in Odisha for the time being.
- b) "Agency" means any private or public entity that will provide the Services to the "Authority" under the Contract.
- c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC) and the Appendices.
- d) "Day" means calendar day.



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- e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- f) "Foreign Currency" means any currency other than the currency of the "Authority's" country.
- g) "GC" means these General Conditions of Contract.
- h) "Government" means the Government of Odisha
- i) "Local Currency" means Indian Rupees.
- j) "notice" Written communication sent to Address for communication mentioned in contract.
- k) "Party" means the "Authority" or the Agency, as the case may be, and "Parties" means both of them.
- l) "Personnel" means professionals and support staff provided by the Agency assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2.
- m) "Reimbursable expenses" means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- o) "Services" means the work to be performed by the Agency pursuant to this Contract, as described in Appendix A hereto.
- p) "Third Party" means any person or entity other than the "Authority", or the Agency.
- q) "In writing" means communicated in written form with proof of receipt.

1.2 Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Authority" and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.



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1.3 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 Headings: The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.6 Location: The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the "Authority" may approve.

1.7 Authority of Lead Partner: Consortiums are not allowed to participate in RFP.

1.8 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Authority" or the Consultant may be taken or executed by the officials specified in the SC.

1.9 Taxes and Duties: The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.10 Fraud and Corruption

1.10.1 Definitions: It is the Authority's policy to require that Authority as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Authority defines, for the purpose of this provision, the terms set forth below as follows:

- a. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;



- b. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- c. "collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Authority, designed to establish prices at artificial, non- competitive levels;
- d. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.10.2 Measures to be taken by the Authority

- a. The Authority may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Authority to remedy the situation;
- b. The Authority may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Authority-financed contract;

1.10.3 Commissions and Fees

At the time of execution of this Contract, the Consultants shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.



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2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract: This Contract shall come into force and effect on the date (the "Effective Date") of the "Authority's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than seven (07) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services: The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

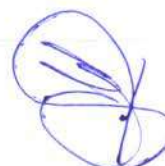
2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.5 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations:

(a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of substantial modifications or variations, the prior written consent of the Authority is required.



2.7 Force Majeure:

2.7.1 Definition

- a. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non- performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- b. Force Majeure shall not include
 - i. any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or agents or employees nor
 - ii. any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.
 - iii. Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability

2.7.2 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken:

- a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.



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- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
 - c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
 - d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "Authority", shall either:
 - i. demobilize, or
 - ii. continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.
 - e. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.
- 2.8 Suspension :** The "Authority" may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding fifteen (15) days after receipt by the Consultant of such notice of suspension.

2.9 Termination

- 2.9.1 By the "Authority":** The "Authority" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (l) of this Clause GC 2.9.1.
- a. If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the "Authority" may have subsequently approved in writing.



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- b. If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- d. If the Consultant, in the judgment of the "Authority", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e. If the Consultant submits to the "Authority" a false statement which has a material effect on the rights, obligations or interests of the "Authority".
- f. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Authority.
- g. If the consultant fails to provide the quality services as envisaged under this Contract. The Committee formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The Committee may decide to give one chance to the consultant to improve the quality of the services.
- h. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- i. if the Consultant fails to confirm availability of Key Experts as set forth in RFP;
- j. if the Consultant replaces any Key Expert in contravention of the provisions of this Contract
- k. if the CMC (Contract Management Committee) represents to Authority that the Consultant is not discharging his duties in a fair, efficient and diligent manner and if the dispute remains unresolved, Authority may terminate this contract.
- l. If the "Authority", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.1 In such an occurrence the "Authority" shall give a not less than thirty (30) days' written notice of termination to the Consultants, and forty-five (45) days' in case of the event referred to in (l).



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2.9.2 By the Consultant: The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the "Authority", in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

- a. If the "Authority" fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- b. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c. If the "Authority" fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- d. If the "Authority" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the "Authority" of the Consultant's notice specifying such breach.

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the "Authority", the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.



2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the "Authority" shall make the following payments to the Consultant:

a. If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) hereof for Services satisfactorily performed prior to the effective date of termination, hereof for expenditures actually and reasonably incurred prior to the effective date of termination;

b. If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Authority" may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Authority. Applicable Under such circumstances, upon termination, the Authority may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to Authority within 30 days of termination date.

2.9.6 Disputes about events of termination: If either Party disputes whether an event specified in Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance: The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the "Authority", and shall at all times support and safeguard the "Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.



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3.1.2 Law Governing Services: The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants and or Associates, as well as the Personnel of the Consultants and any Sub-consultants and or Associates, comply with the Applicable Law. The Authority shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, respect such customs.

3.2 Conflict of Interests: The Consultant shall hold the "Authority's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Authority and seek its instructions.

3.2.1 Consultant not to benefit from Commissions, Discounts, etc.:

a. The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC

b. hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

c. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the "Authority" on the procurement of goods, works or services, the Consultant shall comply with the Authority's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Authority". Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the "Authority".

3.2.2 Consultant and Affiliates Not to Engage in Certain Activities : The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.



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- 3.2.3 Prohibition of Conflicting Activities:** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality:** Except with the prior written consent of the "Authority", the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken out by the Consultant :** The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the "Authority", insurance against the risks, and for the coverage specified in the SC, and (ii) at the "Authority's request, shall provide evidence to the "Authority" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- 3.5 Accounting, Inspection and Auditing:** The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "Authority" or its designated representative and/or the Authority, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "Authority" or the Authority, if so required by the "Authority" or the Authority as the case may be.
- 3.6 Consultant's Actions Requiring "Authority's Prior Approval:** The Consultant shall obtain the "Authority's prior approval in writing before taking any of the following actions:
- (a) Any change or addition to the Personnel



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(b) **Subcontracts:** The Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Authority". Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the "Authority" to be incompetent or incapable or undesirable in discharging assigned duties, the "Authority" may request the Consultant to provide a replacement, with qualifications and experience acceptable to the "Authority", or to resume the performance of the Services itself.

3.7 Reporting Obligations: The Consultant shall submit to the "Authority" the reports and documents specified in the Deliverables hereto, in the form, in the numbers and within the time periods set forth in Scope of Services as per Appendix A. Final reports shall be delivered as per the instructions of the "Authority".

3.8 Documents Prepared by the Consultant to be the Property of the "Authority" : All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the "Authority" under this Contract shall become and remain the property of the "Authority", and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Authority", together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Authority and the Authority reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the "Authority's" prior written approval to such agreements, and the "Authority" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.9 Equipment, Vehicles and Materials Furnished by the "Authority": Equipment, vehicles and materials made available to the Consultant by the "Authority", or purchased by the Consultant wholly or partly with funds provided by the "Authority", shall be the property of the "Authority" and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the "Authority" an inventory of such equipment, vehicles and materials and shall dispose of such equipment



and materials in accordance with the "Authority's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the "Authority" in writing, shall insure them at the expense of the "Authority" in an amount equal to their full replacement value.

- 3.10 Equipment and Materials Provided by the Consultants:** Equipment or materials brought into the by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

- 4.1 General:** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

- 4.2 Approval of Personnel:** The Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the "Authority". In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the "Authority" for review and approval a copy of their Curricula Vitae (CVs). If the "Authority" does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Authority".

4.3 Removal and/or Replacement of Personnel:

- a.** Except as the Authority may otherwise agree, no changes shall be made in the deployed Personnel. If, for any reason beyond the reasonable control of the Agency, it becomes necessary to replace any manpower, the Agency shall provide as a replacement a person of equivalent or better qualifications & experience. **Permission from the Authority shall be sought at least 15 days prior intends to replace any manpower.**

The consultant shall ensure that any such activity of replacement of the manpower will not delay or affect the progress and quality of the service by the Agency.

The replaced key personnel shall not be professionally employed anywhere in Authority works. Authority shall not further consider CV of such key personnel directly or indirectly for any of its projects for this period.



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- b. If the Authority (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) **has reasonable cause to be dissatisfied with the performance of any of the Personnel**, then the Agency shall, at the Authority's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Authority.
- c. Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents, the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.
- d. If CV as submitted is found incorrect and inflated at a later date, the personnel accepted would be removed from his assignment and debarred from further Authority works for a period of 3 (three) years. The Authority reserves the right to verify all statements, information

5. OBLIGATIONS OF THE "AUTHORITY"

5.1 Assistance and Exemptions: Unless otherwise specified in the SC, the "Authority" shall use its best efforts to ensure that the Government shall:

- a. Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- b. Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- c. Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties : If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable



expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.3 Services, Facilities and Property of the "Authority":

- a. The "Authority" shall make available to the Consultant and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix-E at the times and in the manner specified in said Appendix E.
- b. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services.

5.4 Payment: In consideration of the Services performed by the Consultant under this Contract, the "Authority" shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 Counterpart Personnel: Deleted

If necessary, the "Authority" shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the "Authority" with the Consultant's advice, if specified in Appendix E.

Professional and support counterpart personnel, excluding "Authority's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the "Authority" shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

6.1 Total Cost of the Services

- a. The total cost of the Services payable is set forth in Appendix D as per the consultant's proposal to the Authority and as negotiated thereafter.



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- b. Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.
- c. Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment: All payments shall be made in Indian Rupees.

6.3 Terms of Payment: The payments in respect of the Services shall be made as follows:

- a. The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work-related milestones achieved and as per the specified percentage as per ToR.
- b. Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Authority shall release the requisite payment upon acceptance of the deliverables. However, if the Authority fails to intimate acceptance of the deliverables or its objections thereto, within 15 days of receipt of it, the Authority shall release the payment to the consultant without further delay. Release of payment by the authority shall be as per fund availability. In case of late release of funds, the agency should not demand for extra payment.
- c. Final Payment: The final payment as specified in ToR shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the "Authority". The Services shall be deemed completed and finally accepted by the "Authority" and the final report and final statement shall be deemed approved by the "Authority" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Authority" unless the "Authority", within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement.



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- d. For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Authority after submission by the consultant and the consultant has made presentation to the Authority (if presentation is required) with /without modifications to be communicated in writing by the Authority to the consultant.
- e. If the deliverables submitted by the consultant are not acceptable to the Authority, reasons for such non-acceptance should be recorded in writing; the Authority shall not release the payment due to the consultant. This is without prejudicing the Authority's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re- submits the deliverable, and which is accepted by the Authority.
- f. All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.
- g. With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Authority to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Authority communicated to the Consultant.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract : The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.



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8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.
- 8.2 Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the Authority and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996.
- 8.3** Arbitration proceedings shall be held in Bhubaneswar, Odisha and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 8.4** The decision of the arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Authority and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. LIQUIDATED DAMAGES

- 9.1** The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.
- 9.2** The amount of liquidated damages under this Contract shall not exceed 10 % of the total value of the contract as specified in Appendix D.



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9.3 The liquidated damages shall be applicable under following circumstances:

- a. If the deliverables are not submitted as per schedule as specified in the RFP the Consultant shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.
- b. If the deliverables are not acceptable to the Authority as mentioned in Clause 6.3 (e), and defects are not rectified to the satisfaction of the Authority within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 1% of total cost of the services for every week or part thereof for the delay.

10. Adherence to provisions of existing Acts, Rules and guidelines:

Since works proposed to be taken up under the RFP and the contract are to be executed in a wildlife protected area, the agency shall adhere to all provisions under prevailing acts, rules and guidelines in this regard. Any violation of the above said provision shall be punishable as per provisions made under these acts/rules/ guidelines.

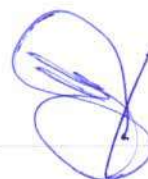
11. MISCELLANEOUS PROVISIONS:

- i. "Nothing contained in this Contract shall be construed as establishing or creating between the parties, a relationship of master and servant or principal and agent.
- ii. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- iii. The Consultant shall notify the Authority of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- iv. Each member/constituent of the Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Authority/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- v. The Consultant shall at all times indemnify and keep indemnified the Authority against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.



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- vi. The Consultant shall at all times indemnify and keep indemnified the Authority against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant.
- vii. The Consultant shall at all times indemnify and keep indemnified the Authority against any and all claims by Employees, Workman, Contractors, sub- contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- viii. All claims regarding indemnity shall survive the termination or expiry of the Contract.
- ix. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Authority.



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II. Special Conditions of Contract:

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.5	The addresses are:
		1. "Authority": Nandankanan Zoological Park (NKZP), At- Barang, Bhubaneswar – 754005. Attention: Deputy Director, Nandankanan Zoological Park
		2.
2.	1.7	Deleted
3.	1.8	The Authorized Representatives are:
		For the "Authority": For the Consultant:
4.	2.1	1. Signing of Contract Agreement
		2. Authority's notice to the Consultant instructing the Consultant to begin carrying out the Services
5.	2.2	The time period shall be 15 days.
6.	2.3	The time period shall be 10 days.
7.	2.4	The time period shall be twenty four months from the 'Effective Date'
8.	6.1 (b)	The ceiling in local currency is INR XXXXXXXX Only
9.	6.3	The Authority shall approve Deliverables / Raise objections within 30 days of receipt of the Deliverables.
10.	6.3 (f)	The account details of Consultant are as follows:

1. For lump-sum contracts (ie. INR XXXXXXXXXXXXX only) payment will be made¹ based on milestones indicated for each activity as below:

GST shall be paid extra as applicable



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11.	8.3	The Arbitration proceedings shall take place in Bhubaneswar, Odisha in India.
12.	10	<p>10. Miscellaneous provisions:</p> <p>i. "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.</p> <p>ii. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.</p> <p>iii. The Consultant shall notify the Authority of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.</p> <p>iv. Each member/constituent of the Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Authority for performance of works/services including that of its Associates under the Contract.</p> <p>v. The Consultant shall at all times indemnify and keep indemnified the Authority against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.</p> <p>vi. The Consultant shall at all times indemnify and keep indemnified the Authority against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.</p> <p>vii. The Consultant shall at all times indemnify and keep indemnified the Authority against any and all claims by Employees, Workman, suppliers, agent(s), employed engaged or otherwise working for the Consultant,</p>

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		<p>in respect of wages, salaries, remuneration, compensation or the like.</p> <p>viii. All claims regarding indemnity shall survive the termination or expiry of the Contract.</p> <p>ix. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Authority.</p>
13.	<p>11</p> <p>(New Clause)</p>	<p>Limitation of the Consultants' Liability towards the "Authority"</p> <p>In case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Authority's property, shall not be liable to the Authority:</p> <p>i) for any indirect or consequential loss or damage; and</p> <p>ii) for any direct loss or damage;</p> <p>A. For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR</p> <p>B. the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.</p>

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Appendices



Appendix A – Description of Services

As detailed in the RFP



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Appendix B - Reporting Requirements

As detailed in the RFP



Appendix C - Staffing Schedule

The Consultants Key personnel and all other Professional / Sub Professional / Support Staff/ shall be working all working days as per Government of Odisha Calendar and as required by the Client for completion of work. The Consultants hours of work normally shall match with that of Authority's office hours. No extra remuneration shall be claimed or paid for extra hours of work required in the interest of Project completion



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Appendix D - Cost Estimates

As detailed in the RFP



Appendix E - Duties of the Authority

SERVICES & FACILITIES PROVIDED BY THE AUTHORITY

1. Access to the site to him & his bare minimum team personnel.
2. To give technical sanction to detailed estimates prepared by Architectural agency.
3. Documents relating to Project important for the intended task.
4. Geological maps, contour maps, village maps & other relevant maps subject to availability.



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Appendix F- Duties of the Consultant

SERVICES & FACILITIES TO BE PROVIDED BY THE CONSULTANT

1. Study the site for its soil, rock strata, culture and important architecture of area to propose a consistent design for the task given in this document.
2. Incorporate changes after discussion with the client.
3. Create plan, elevation and sections for submission to CZA for the animal enclosures.
4. Incorporate changes suggested by NKZP and prepare detailed working drawing, structural drawing, plumbing, electrical drawing for the facilities and enclosures.
5. Prepare detailed estimate as per Schedule of Rate(SoR-2022) PWD , Odisha standards.
6. Interact with contractors to address their doubts.
7. Paying visits to the site to ensure development as per given plan

