

JHARKHAND ZOO AUTHORITY

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BHAGWAN BIRSA BIOLOGICAL PARK, RANCHI **JHARKHAND, INDIA** **SECOND ROUND TENDER**

TENDER DOCUMENT (Tender No. ABW – Const. – 01 / 2011-12)

Invitation of Tender for construction of Aquarium, Butterfly Park and Water Park at Bhagwan Birsa Biological Park, Ranchi Jharkhand on Design and Build Basis (Turnkey Basis).

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JHARKHAND ZOO AUTHORITY, RANCHI
JHARKHAND, INDIA
Tender No – ABW – Const. – 01 / 2011 -12
SECOND ROUND TENDER

1. INVITATION FOR BIDS (IFB)

- 1.1 This Tender is invited for construction of Butterfly Park, Aquarium and Water Park on Design and Build basis (Turnkey Basis) at Bhagwan Birsa Biological Park at village Chakla, Block Ormanjhi, Distt. Ranchi in Jharkhand, India. This Park (a zoo) is situated at approximately 20 kms from Ranchi, the capital city of Jharkhand.
- 1.2 This Tender is meant for construction of the three facilities / structures listed above. A bidder can bid for one or two or all these three items of work. If a bidder wishes to bid for more than one item of work, he will have to do so by offering separate bid for each such item of work.
- 1.3 Interested bidders may download the Tender Document from the website **jharkhandforest.com** or **www.jharkhandzooauthority.org** or may obtain by direct purchase of the same from the office of the undersigned on payment of Rs 2,000/- for each item of work in cash or by sending a request via email address given hereunder for sending the tender document through email. However, if the document is downloaded from internet or obtained through email, this fee will be given along with Bid Document at the time of offer of bid either in cash or in the form of a crossed demand draft (non - refundable) drawn on any Nationalized Bank of India, payable at par in Ranchi and made in favor of **“Member Secretary, Executive Committee, Jharkhand Zoo Authority”**..
- 1.4 An Earnest Money, amounting to Rs 5,00,000/- (Rupees five lacs) for each item of work shall be given by the bidder, in shape of National Savings Certificate (8th issue) or 3/5 years Post Office time deposit, duly pledged in favor of Member Secretary, Executive Committee, Jharkhand Zoo Authority, or Bank Guarantee from any Nationalized Bank of India for a period of nine months from the last date for submission of Tender and issued in favour of Member Secretary, Executive Committee, Jharkhand Zoo Authority or a crossed Demand Draft made in the manner prescribed in sub para – 1.3 above.
- 1.5 (i) Availability of the Tender document :- From 03 / 08 / 2011 to 16 / 08 / 2011 (upto 15.00 Hrs).

(ii) Last date for submission of the Tender :- 16 / 08 / 2011 (up to 17.00 Hrs.).

(iii) Place for submission of the Tender :- The office of the undersigned.

(iv) Opening of Bids :- On 17.08.2011 at 11.30 Hrs. in the office of the undersigned.

- 1.6** Bids will be opened in the office of the undersigned on 17.08.2011 at 11.30 Hrs. for evaluation of the same by the Executive Committee of the Jharkhand Zoo Authority. The Executive Committee while doing so will co-opt representatives of Finance and Vigilance Departments of Jharkhand Government. Power Point presentation on the concept plan will be required for this evaluation. Parties will come prepared for it and the evaluation process may spill over the next date(s).

2. BACKGROUND INFORMATION

- 2.1** Bhagwan Birsa Biological Park is a zoo recognized by the Central Zoo Authority of India under Wildlife (Protection) Act, 1972 of India. It is situated at about 20 kms from Ranchi, on National Highway no. 33, segment Ranchi – Ramgarh. This Highway passes through the zoo. The area of the zoo on the left hand side of this NH – section is called Botanical Section and that on its right hand side is called the Zoological Section.

General climatic conditions here are :-

Wind direction	:	West – East
Summer Season	:	Mid March to June
Mean Minimum Temp	:	24 ⁰ C
Mean Maximum Temp	:	37 ⁰ C
Monsoon Season	:	July to Mid September (Pre monsoon showers in 2 nd half of June)
Average rainfall	:	141 cm

[Maximum of rainfall is received during monsoon season].

Winter Season	:	October to Mid March
Mean Minimum Temp	:	10 ⁰ C
Mean Maximum Temp	:	22 ⁰ C

2.2 All the three facilities listed above, viz. the Butterfly Park, the Water Park and the Aquarium are to be constructed in the Botanical section of the zoo.

2.2.1 BUTTERFLY PARK

- (i) This will be a new construction on approximately 2.0 Ha (20000 sq. m) of land. It should consist of an outdoor conservatory of netted area of approximately 18000 sq. m and an indoor conservatory as well as other structures on approximately 2000 sq. m area.
- (ii) The outdoor conservatory (i.e. open segment of the park) should consist of water sprinklers, artificial puddles, suitable vegetation of plants, shrubs & leafy trees, pathways, benches to rest, rock garden, lighting provisions so that the park atmosphere should simulate natural habitats for butterflies of different species. The vegetation should comprise of suitable indigenous and exotic host (food and nectar) plants with a definite plan for plantation work. Shorter plants should be closer to visitors while taller ones farther away. There should also be provision of about 1000 mounted specimens of different butterfly species.
- (iii) The indoor conservatory (i.e. the closed segment of the park) should consist of about 1000 sq. m area with inside living environment to support and display about 25 different species of butterflies. The rest about 1000 sq. m area should be utilized for construction of an audio – visual room with seating arrangement for about 100 persons; a museum to contain suitable dioramas and facilities for keeping exhibits of preserved specimens (this museum will act as interpretation centre) ; toilet and service facilities (for snacks / tea etc. in case of workshops / conferences in the audio – visual room).
- (iv) There should be a breeding house for controlled development of butterflies so that the Butterfly Park should exhibit quite a good number of species round the year.

- (v) Facilities for housing about 125 different species (indigenous as well as exotic) of butterflies in good number (about 10000 at a time) are required and for this the adequate vegetation should be provided.
- (vi) The Butterfly Park should be so designed as to provide the following requirements (additional or otherwise) :-
 - (a) Facility for visitors to closely observe butterflies in their all stages of development in their lifecycle, and some special mechanism for display of emergence of good number of butterflies in the morning from pupae.
 - (b) One entrance and one exist point.
 - (c) Two ticket counters (adjacent to each other).
 - (d) Rainwater harvesting facility for part utilization and part for underground recharge.
 - (e) Solar energy provision (Bright sunshine is available round the year). This can be to supplement the electricity requirement of the Butterfly Park.
 - (f) To accommodate about 2000 visitors at a time.
- (vii) Though not essential, however, introduction of **iguana** in this Butterfly Park may also be considered.
- (viii) It will be the responsibility of the Contracting Firm to provide butterflies and plants in this Butterfly Park before commissioning of this facility.
- (ix) The Concept Plan desired as per para – 24.4 of this Tender Document should contain the list of butterfly species and plants (in two broad categories, viz; indigenous & exotic) proposed to be introduced in this Park.

2.2.2 AQUARIUM :

Part Civil Work for housing the proposed aquarium has been constructed in this zoo. A big building on approximately 9000 sq. ft area has been constructed in the past, along with some other infrastructural facilities like water and electricity supply, iron stands for glass works, quarantine tanks etc. A total of 13 insitu concrete tanks, of different sizes (two of size 16' x 4' and eleven of size 10' x 4')

have been partly built inside to retrofit with suitable glasses. Iron stands have been built for all glass aquariums. Underground quarantine tanks have been built in the backyard of the building. A circular fountain and a rectangular fountain have been built partially on the verandah and in the frontward of the building.

It is suggested to take up the insitu concrete tanks with glass retrofication. Other space may be utilized with tunnels / tanks made from acrylic material. For these works, suitable alterations on minor scale may be suggested to improve upon the present design / concept and created infrastructure in order to make it more interesting to the visitors as well as more appropriate for the species to be housed and displayed in this aquarium. Provision has to be made for freshwater as well as marine creatures. About 5000 sq. ft area is also available adjoining the building which may be used for quarantine, fixing life support systems etc. purposes so that the interior of the building is mainly devoted to housing & displaying the aquarium creatures.

Interested parties if they desire, can be given the plan of this building, but by hand.

2.2.3 WATER PARK :

This is to be constructed anew in an area of approximately 2.00 Ha and involves creation of water tanks (ponds), rockery work with cascading water channels, gardening and landscaping, plain and musical fountains, arrangements for laser shows, animals voices, pathways, designer rest benches, foodcourt etc.

This should be a theme water park but it should not be confused with an amusement park. The idea is that the visitors will rest here for sometime during their visit to zoo, in an environment of water, fountains, ponds, greenery, foodcourt, beautiful landscaping etc. In the evening, at sunset time, there will be a laser show, alongwith musical fountain show of different colours for about 15-20 minutes so that the visitors take home with them a grand memory of their visit to the zoo. There should be some arrangement for different wild animal voices, to be aired in this park intermittently during the whole day. Such voices can be of big and small cats,

elephants & some other herbivores & different birds. The list should be comprehensive, i.e. more than 15 such animals / birds.

The location of the foodcourt may be kept inside the water park or just outside it, attached to the periphery.

2.2.4 No provision of parking or ticketing at these three facilities or their connection by road with each other is required to be inbuilt in the design as these subjects will be taken care of separately by the Park Administration themselves.

2.2.5 The available land for construction of Water Park and Butterfly Park is almost flat and contains some Sal Trees on part land. Preference will be given to such concept Plans which will involve minimum or no felling.

3. SCOPE OF WORK

For the item(s) of work for which the bid(s) will be accepted :

- ❖ To prepare the Comprehensive Concept Plan (CCP) for discussion and approval.
- ❖ To prepare the Preliminary Project Report (PPR), alongwith detailed designs and estimates of each component of work alongwith specifications and quantity of materials to be used in construction. The estimate shall be, as far as possible and applicable, based on the prevalent Schedule of Rates applicable for South Chhotanagpur Division of Public Works Department, Government of Jharkhand.
- ❖ The PPR should also indicate the feasibility and source, indicating approximate cost and procedural modalities, for acquisition / procurement of construction materials and Butterfly, aquatic species etc. for these facilities / structures.
- ❖ On approval of the PPR by the Jharkhand Zoo Authority, the Detailed Project Report (DPR) will be prepared, incorporating all the suggestions made by the competent authority with no additional cost.

- ❖ This DPR, including the detailed design of each component of work, together with the cost estimates will be submitted to the Central Zoo Authority (CZA) for approval, wherever necessary, and on this approval, to prepare the Final Detailed Project Report (FDPR), incorporating all the suggestions made by the CZA, wherever warranted with no additional cost.
- ❖ To execute the work till final handing over (i.e. commissioning) the facility to the Jharkhand Zoo Authority.

4. TIME SCHEDULE :

Work	Facilities		
	Butterfly Park	Aquarium	Water Park
1	2	3	4
For preparation of CCP	Twenty five Days from the date of award of work	Twenty five Days from the date of award of work.	Twenty five Days from the date of award of work.
For preparation of PPR	One month from the date of approval of CCP.	One month from the date of approval of CCP.	One month from the date of approval of CCP.
For preparation of DPR.	Twenty days from the date of approval of the PPR.	Twenty Days from the date of approval of the PPR.	Twenty Days from the date of approval of the PPR.
For preparation of FDPR.	Twenty days from the date of communication of CZA decision.	Twenty days from the date of communication of CZA decision.	Twenty days from the date of communication of CZA decision.
For construction and final hand over (i.e. commissioning) of the facility.	Eighteen months from the date of order to take up actual construction work.	Fifteen months from the date of order to take up actual construction work.	Fifteen months from the date of order to take up actual construction work.

5. **EARNEST MONEY DEPOSIT (EMD) (BID SECURITY).**

- (i) It must be given in the manner mentioned in the IFB clause (1.4) above. This EMD shall be a lumpsum of Rupees five lacs for each item of work for which the bidder offers bid (s).
- (ii) No bidder will be exempt from giving the EMD.
- (iii) The EMD of all unsuccessful bidders will be refunded immediately after finalization of final selection.

- (iv) The EMD of the successful bidder shall be converted into part of Security Deposit (S.D.) as mentioned in para – 9 below.
- (v) The Bank Guarantee Format for giving EMD has been given in para – 25 of this Tender Document.

6. PREQUALIFICATION :

6.1 Procedure for submission of Tender :

The bidder will provide Technical and Financial Bids separately for each item of work as mentioned below :-

6.2 Technical Bid :- It will be given in a bigger envelope (to be marked as Envelope - C) comprising two envelopes, viz; Envelope – A and Envelope – B. **Envelope – A** should contain information / documents to fulfill the requirements of the Technical Bid as mentioned hereunder :

- (i) Technical Bid should either be in Hindi or in English Language.
- (ii) The Letter, the format of which has been given in para 24.1 as Form - 1
- (iii) Profile of the bidding party including ownership structure and management team [Refer to para 24.2].
- (iv) Evidence of technical competence, past experience in similar works and track record [Refer to para 24.3].
- (v) Declaration Letter [Refer to para 24.5].
- (vi) If the bidder is a Joint Venture (JV), necessary documents w.r.t. the composition etc. of the JV as mentioned in para – 6.5 (a) below.
- (vii) The Earnest Money Deposit as mentioned above. Also, the cost of the Tender document as mentioned in the IFB clause, if the same has been downloaded from the internet or obtained through email on request. If this cost is paid in the form of cash at the time of giving the Tender, then the money receipt in original will have to be given along with the tender.
- (viii) Signed Tender Document. Each page of this Tender Document will be signed by the bidder and given. In the event of successful bid, this signed Tender

Document as well as the Letter given in Form – 1 (see para 24.1) will be treated as part of the Contract.

- (ix) Undertaking that the Bidder will be able to invest a min^m cash upto 25% of Contract Price of work, during implementation of work.
- (x) Authorization to Member Secretary,, Executive Committee, Jharkhand Zoo Authority to seek references from the Bidder’s bankers.
- (xi) Proposal for subcontracting components of the works amounting to more than 10% of the Bid Price (for each, the qualifications and experience of the identified sub-contractor in the relevant field must be annexed).

Envelope – B will contain the Concept Plan [Refer to para 24.4 below.].

- Note :**
- (i) The Technical Bid must not contain any information as regards to financial bids.
 - (ii) **The bigger Envelope (C)** – containing envelopes – A and B, should be super scribed with “**Technical Bid for.....**” (write here the name of the facility for which bid offer is being made).
 - (iii) The Envelopes should also indicate on cover the name, address and telephone / mobile number of the bidder.
 - (iv) The bidder must ensure that the information furnished by him / her should be authentic. If, on verification at any stage, it is found otherwise, the EMD and Security Deposit amount (if applicable) will be forfeited and suitable legal action as per provisions of Indian Laws will be taken against the bidder.
 - (v) **Envelope - B** of only those bidders will be opened and **the Concept Plan** be considered who would qualify successfully in the assessment of contents of Envelope – A.
 - (vi) Any bidder who is rejected on assessment of the contents of Envelope – A would stand finally rejected for the whole process and his other envelopes would not be opened.

- (vii) On study of the contents of Envelope – B, i.e. the Concept Plan (CP), a list of such bidders will be prepared whose CPs would be found worth consideration for the next stage of evaluation, i.e. the Financial Bid.

Any bidder who is rejected at this stage would stand finally rejected for the whole process and his other envelopes would not be opened.

6.3 FINANCIAL BID :

- (i) It will be given in a separate Envelope for each item of work separately by dully filling in the Price Bid Format given in para-24 as Tender Form – 5.
- (ii) This Envelope should be superscribed with “**Financial Bid foretc.**” (Write here the name of the facility for which bid offer is being made) etc.” and should indicate on cover the name, address and telephone/mobile no. of the bidder.

6.4 All the envelopes (envelopes A, B, C and that containing financial bid) should be addressed to the Conservator of Forests – cum –Director, Bhagwan Birsa Biological Park – cum – Member Secretary, Jharkhand Zoo Authority, Ranchi, Jharkhand, India, PIN 834002.

6.5 EVALUATION OF TENDER PROPOSAL (BID) :

- (i) The proposals would be evaluated by the Executive Committee of Jharkhand Zoo Authority as mentioned in para 1.6 above. First of all, the bigger Envelope, containing **envelopes A & B** of all bidders would be opened and then, their **Envelope – A**. A short – list of bidders who would emerge successful at this stage, i.e. stage-1 of the technical evaluation would be made and immediately thereafter, their **Envelope – B** would be opened and evaluated. The Envelope – B of those bidders who don’t succeed at stage -1 of the technical evaluation process would not be opened.

- (ii) The technical proposal evaluation will consist of the following two stages:-

(a) **Stage-1:** At this stage, following things will be examined (as explained also in para – 6.2 above) :-

- As laid down for documents for Envelope – A in para 6.2 above.
- Past experience, in works of approximately similar nature and size for each of the last five years (Proof must be given). Details of similar works underway or contractually committed and clients who may be contacted for further information on these contracts may also be additionally given.
- In case of bids from joint ventures, the number of partners would be limited to three (including the lead partner) and the lead partner of the Joint Venture (JV) shall fulfill all the criteria enumerated above for individual bidders in proportion to the partnership in JV, but not less than 50%. The other partners of the JV shall also meet all the qualifying criteria in proportion to the partnership in the JV but not less than 25% in case of three / two partners of the JV.

[Note :-] The lead partner is the partner in the JV who is responsible for performing a key in the Contract management and holds not less than 50% partnership in the JV. The lead partner only should be nominated as being incharge during bidding periods and in the event of successful bid, during contract execution. He will be the partner incharge and he should be authorized to incur liabilities and receive instructions for and on behalf of the partner (s) of the Joint venture. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all partners.

All the partners of the JV shall be, jointly and severally liable, during the bidding process and for the execution of the contract, in accordance with the contract terms, and a statement of this affect shall be included in the said authorization.

Bid security i.e. the EMD and intial security deposit (performance guarantee) as mentioned in para – 5 and 9 of this tender

document – will be furnished by the lead partner and JV partner (s) out of their accounts in proportion to their participation in the Joint Venture.

A copy of the Joint Venture Agreement (JVA) entered into between the partners shall be submitted with the Letter Proforma (Tender Form No. – 1, see para 24.1 of this tender document). The JVA shall include, among other things, the Joint Venture's objectives and proposed management structure, the contribution of each partner to the Joint Venture operation, the commitment of the partner to the JV in the event of the default or withdrawal of any partner an arrangement for providing the required indemnities.

Notwithstanding demarcation or allotment of work between the JV partners, the JV will be liable for non-performance of the whole contract irrespective of their demarcation or share of work.

In case of successful bid being accepted by the purchaser (i.e. the Jharkhand Zoo Authority), the payments under the contract shall only be made to the JV, and not to the individual partners.

Joint Venture Agreement (JVA) shall contain a clause to the effect that their shall be a separate JV Bank Account (distinct from the Bank Accounts of the individual partners) to which the individual partners shall contribute their share or working capital.

The JVA shall also contain a clause to the effect that the financial obligations of the JV shall be discharged through the said JV Bank Account only and also all the payments received or paid by the purchaser shall be through that account alone.

- (b) **Stage-2 :** Only such bids which would qualify at **stage - 1**, would go to **stage-2** for further evaluation. At this stage, following things will be examined and marks will be accorded, subject to the maximum limit, shown against the criteria:-

- Adequacy of the concept plan (See para 24.4 below) -----75 marks.
- Qualification, competence and experience of the key staff for the assignment / job by way of a list and their CVs, duly signed by them ----- 25 marks.

(iii) Each responsive Tender proposal will be given a technical score at **Stage-2**. A Tender proposal shall be rejected at this stage if it does not get the minimum technical score of **75 points out of the total 100 points**. Only such Tender proposals which would get minimum 75 marks would qualify for the next round, i.e. **opening of Financial Bid**.

(iv) The financial bid would be given in two parts, as prescribed in Tender Form no.- 5 (para 24.6 below), viz., one for the work upto preparation of Final DPR (FDPR), and the other for the actual construction and commissioning of the work. **The sum total of these two financial bids would form the basis of preparation of list as L – 1, L – 2, etc.**

It is clarified here that the financial bid for the work upto preparation of FDPR must not be more than 2 % of the financial bid for the actual construction work.

It is also clarified here that all technical scores of 75 to 100 at stage – 2 of Technical evaluation would be considered of equal value so far as preparation of list of L – 1, L – 2, bidders would be considered.

(v) Power point presentation, particularly on concept plan, would be required & parties should come prepared.

7. PAYMENT SCHEDULE :

There will be two main stages of payment, viz; one for the work of preparation of FDPR, and the other for the actual construction of the work. There will be different sub-stages of payment under these main stages, as given below :-

Stage – 1 : Preparation of FDPR :-

S.No. of sub-stages	Particulars	Percentage of FDPR Bid	Cumulative
1	2	3	4
1.	On award of work as mobilization advance	10%	-
2.	On approval of PPR	30%	30%
3.	On approval of DPR by the Jharkhand Zoo Authority	55%	85%
4.	On approval of FDPR, after incorporating CZA suggestions, if any	15%	100%

Stage – 2 : Actual construction of work :-

S. No. of sub-stages	Particulars	Percentage of construction Bid	Cumulative
1	2	3	4
1.	On permission to go ahead, as mobilization advance	10%	-
2.	On completion of 10% work	10%	10%
3.	On completion of 20% work	10%	20%
4.	On completion of 30% work	10%	30%
5.	On completion of 40% work	10%	40%
6.	On completion of 50% work	10%	50%
7.	On completion of 60% work	10%	60%
8.	On completion of 70% work	10%	70%
9.	On completion of 80% work	10%	80%
10.	On completion of 90% work	10%	90%
11.	On completion of 100% work, testing, commissioning and final hand over	10%	100%

Note :- (i) Applicable taxes as deductible at source as per the Indian laws will be deducted from the bill amount.

(ii) **Mobilization advance** payment will be made to the contractor against provision by the contractor of an **unconditional Bank Guarantee** in a form and by a scheduled bank acceptable to the Jharkhand Zoo Authority in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid. **Interest will not be charged on the advance payment.** The Contractor may furnish four Bank Guarantees of 2.5% each valid for full period.

(iii) Mobilization advances paid shall be repaid by adjustment against the Stage payments made on pro-rata basis.

(iv) Progress of actual construction work (i.e. State – 2 payment work) will be monitored by a competent body for clearance of different stages of construction work.

8. AWARD OF WORK :

The short list, thus prepared, of successful bidders would be placed before the Governing Body of the Jharkhand Zoo Authority for appraisal and decision w.r.t. to award of work. This award of work would be for the complete job, i.e. preparation of FDPR and actual construction of work. The work would not be fragmented in these parts. The bidder, which would be awarded the work, would be required to open a local office at Ranchi for better communication and facilitation of work.

9. SECURITY DEPOSIT (PERFORMANCE GUARANTEE) :

The successful bidder as mentioned in para – 8 above, to whom the work will be awarded, shall be required to deposit with the Tender Inviting Authority (i.e. Member Secretary, Jharkhand Zoo Authority) security deposit in the manner as prescribed hereunder : -

- (i) Before the time of award of work, an initial security deposit amounting to 2 % of the **FDPR preparation price component of the total Contract Price** [to be known as SD – 1 for the sake of convenience] on demand from him and within the period fixed by him (not less than 21 days and not more than a month) in this demand. The amount of EMD shall be adjusted towards it, if need be, at the convenience of both the parties, i.e. the Purchaser and the Contracting Firm.
- (ii) SD – 1 will be refunded to the party (i.e. the Contracting Firm) within 15 days from the date of giving initial security deposit for **Actual Construction Work price component of the total Contract Price** (to be known as SD – 2

for the sake of convenience). SD – 2 will be given at the rate of 2 % of the Actual Construction Work price component of the total Contract Price.

- (iii) SD – 2 will be paid before receiving **the final stage payment (i.e. sub – stage no. 4 of Stage – 1 payment) for preparation of FDPR**, as mentioned in para – 7 of this Tender Document. This SD – 2 will be paid on demand of the Tender Inviting Authority and within the period fixed by him (not less than 21 days and not more than one month) in this demand.
- (iv) Further security deposit in both the cases, i.e. SD – 1 and SD – 2, shall be deducted @ 8 % of the bill amount of different stage payments in both the components of work as mentioned in para – 7 above of this Tender document. **Thus the total security deposit will be 10 % in both the cases.**
- (v) At the time of making final stage payment for preparation of FDPR, the total security deposit amount, realized in connection with the FDPR preparation work will be released to the party.
- (vi) The total security deposit amount **realized in connection with the Actual Construction Work** shall be released to the party after 365 days being the defect-liability period, after successful completion and commissioning of the actual construction work & its final handing over.
- (vii) In case of the instrument of initial security deposit amounts maturing / lapsing before the time stipulated in para – 4 (ii) above, to be known as **the Intended Completion Time and to be mentioned as Intended Time Date in the Contract Agreement**, the Contracting Firm shall have to renew it before such lapse / maturity. This renewal will also be required in case of the bank guarantees for mobilization advances and also in case of time extension as stipulated in para – 11 of this tender document.
- (viii) However, if the party leaves the job unfinished without observing the provisions of para – 13 of this Tender Document or if any information submitted alongwith Technical Bid (Stage – 1 & Stage – 2 evaluation) is found to be incorrect at any stage of the execution of this tender job(s), the security

deposit as well as the Bank Guarantee given in connection with the mobilization advances will be forfeited, if not already released. In addition to it, the Contract will be terminated considering it as a **Fundamental Breach of Contract** by the Contracting Firm as stipulated in para – 13, of this Tender Document and in such a case, apart from suitable actions mentioned in this para – 13, other suitable legal action will also be taken against the Contracting Firm as per Indian Laws.

(viii) The initial security deposits will be paid in both the cases, in the manner prescribed for EMD in para – 5 of this Tender Document and within such period which may be specified by the Tender Inviting Authority. The Standard format for giving Bank Guarantee for mobilization advance will be given when the occasion will arise for giving such mobilization advance. However, the format for Bank Guarantee for the initial Security Deposits is given at para – 26 below.

10. INSURANCE :

- (i) The following insurance cover is to be provided by the Contractor in the joint names of the Member Secretary, Executive Committee, Jharkhand Zoo Authority and the Contractor for the period from the Start Date of actual construction work upto the end of Defect Liability Period (upto 365 days from the date of commissioning of the concerned facility) :-
 - (a) Cover against the damage to the people's property caused by the Contractor's act or omissions;
 - (b) Cover against death and / or injury caused by the contractor's act or omissions to –
 - (i) Any one authorized to be on the site,
 - (ii) Third parties who are not on site.
 - (c) Cover against damage to the works and materials during construction.

- (ii) Policies and Certificates of insurance shall be delivered by the Contracting Firm to the Member Secretary, Executive Committee, Jharkhand Zoo Authority for his approval before the start date of the actual construction work of the concerned facility. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- (iii) If the Contracting Firm fails to provide any of the policies and certificates required, the Jharkhand Zoo Authority may effect the insurance which the Contracting Firm should have provided and recover the premia the Jharkhand Zoo Authority has paid from payments otherwise due to the Contracting Firm or, if no payment is due, the payment of the premia shall be a debt due subject to be recovered From the Contracting Firm under Certificate Case and / or as law provides.

11. EXTENSION OF INTENDED COMPLETION DATE :

- (i) The Executive Committee of the Jharkhand Zoo Authority shall extend the Intended Completion date if a situation arises which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.
- (ii) The said Executive Committee shall decide whether and by how much time to extend the Intended Completion Date within 35 days of the Contractor asking the Member Secretary, Executive Committee, Jharkhand Zoo Authority for a decision upon the effect of such a situation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to co-operate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

- (iii) The Member Secretary, Executive Committee, Jharkhand Zoo Authority shall, within 14 days of receiving full justification from the contractor for extension of Intended Completion Date refer to the Executive Committee of this Authority for decision. The Executive Committee shall within 21 days from this communication hold its meeting and take decision in this regard.
- (iv) The Intended Completion Date means the date on which the facility will be handed over to the Jharkhand Zoo Authority after its successful construction.

12. LIQUIDATED DAMAGES :

- (i) The Contracting Firm shall pay liquidated damage to the Jharkhand Zoo Authority at the rate of $1/500^{\text{th}}$ of the preparation of FDPR or Actual Construction Work price component (whichever is applicable) of total Contract Price for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed a maximum of 10 % of the preparation of FDPR or Actual Construction Work price component (whichever is applicable) of the total Contract Price.
- (ii) The Member Secretary, Executive Committee, Jharkhand Zoo Authority may, without prejudice to any other method of recovery, deduct the amount of such damages from any amount due or to become due to the Contracting Firm. The payment of such damages shall not relieve the Contracting Firm from his obligation to complete the work or from any other of his obligations and liabilities under the Contract.

13. TERMINATION :

- (i) The Jharkhand Zoo Authority or the Contracting Firm may terminate the Contract if the other party causes a fundamental breach of the Contract.
- (ii) Fundamental Breach of the Contract includes, but shall not be limited to the following : -
 - (a) The Contracting Firm stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been

authorized by the Member Secretary, Executive Committee, Jharkhand Zoo Authority ;

- (b) The Member Secretary of this Authority instructs the Contracting Firm to delay the progress of the works and the instruction is not withdrawn within 28 days ;
 - (c) The Jharkhand Zoo Authority or the Contracting Firm becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation ;
 - (d) The Member Secretary, Executive Committee, Jharkhand Zoo Authority gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contracting Firm fails to correct it within a reasonable period of time determined by the Member Secretary of this Authority ;
 - (e) The Contracting Firm does not maintain a security which is required ;
 - (f) The Contracting Firm has delayed the completion work by the number of days for which the maximum amount of liquidated damages can be paid as defined in para – 12 above and
 - (g) If the Contracting Firm, in the judgment of the Jharkhand Zoo Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (iii) When either party to the Contract gives notice of a breach of contract for a cause other than those listed in para – 12 (ii) above, the Executive Committee of the Jharkhand Zoo Authority shall decide whether the breach is fundamental or not.
- (iv) Notwithstanding the above provisions, the Jharkhand Zoo Authority may terminate the Contract for convenience.
- (v) If the Contract is terminated, the Contracting Firm shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.

14. PAYMENT UPON TERMINATION :

- (i) If the Contract is terminated because of a fundamental breach of contract by the Contracting Firm, the Member Secretary, Executive Committee, Jharkhand Zoo Authority shall issue a certificate for the value of the work done less advance payments received upon the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in para 12 above. Additional Liquidated Damages shall not apply. If the total amount due to the Jharkhand Zoo Authority exceeds any payment due to the Contracting Firm, it shall be a debt payable to the Jharkhand Zoo Authority, to be recovered in the manner prescribed in para – 10 (iii) above.
- (ii) If the Contract is terminated at the Jharkhand Zoo Authority's convenience or because of a fundamental breach of Contract by the Jharkhand Zoo Authority, the Member Secretary, Executive Committee, Jharkhand Zoo Authority shall issue a certificate for the value of the work done, the cost of balance by the Contracting Firm and available at site, the reasonable cost of removal of equipment, a repatriation of the Contracting Firm's personnel employed solely on the works, and the Contracting Firm's costs of protecting and securing the works and less advance payments received due in terms of the contract and less taxes due to be deducted at source as per applicable law.

15. RELEASE FROM PERFORMANCE :

If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Jharkhand Zoo Authority or the Contracting Firm, the Member Secretary, Executive Committee, Jharkhand Zoo Authority shall certify that the Contract has been frustrated. The Contractor shall make the site safe and stop work as quickly as possible after receiving this certificate and shall be paid

for all pertinent work carried out before receiving it and for any work carried out afterwards to which commitment was made.

16. LABOUR :

- (i) The Contracting Firm shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding, transport etc.

The Contracting Firm shall, if required by the Member Secretary, Executive Committee, Jharkhand Zoo Authority, deliver to him a return in detail, in such form and at such intervals as he may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the site and such other information as he may require.

- (ii) During continuance of the Contract, the Contracting Firm shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and byelaws of the State Govt. of Jharkhand or Government of India or local authority and any other relevant labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State Govt. of Jharkhand or Government of India or the local authority. The Contracting Firm shall keep Jharkhand Zoo Authority indemnified in case any action is taken against this Authority by the competent authority on account of contravention of any of the provisions of any relevant Act or rules made thereunder, regulations or notifications including amendments. If this Authority is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notification / byelaws/ Acts / Rules / Regulations including amendments, if any, on the part of the Contracting Firm, the Member Secretary, Executive Committee, Jharkhand Zoo Authority shall have the right to deduct it from any money due to the Contracting Firm, including his amount of Security

Deposit (Performance Guarantee). The Member Secretary shall also have right to recover from the Contracting Firm any sum required or estimated to be required for making good the loss or damage suffered by the Jharkhand Zoo Authority.

The employees of the Contracting Firm in no case shall be treated as the employees of Jharkhand Zoo Authority at any point of time. And it will be the responsibility of the Contracting Firm that all its labourers, staff, personnel etc. employed in connection with executing the contract shall not do anything to jeopardize the security & well – being of the zoo.

17. COST OF TENDER PROPOSAL:

The tender giving party shall bear all the costs associated with the preparation and submission of the tender proposal, including site study, the cost of travel and presentation (including the power point presentation), for the purposes of clarification / evaluation of the bid(s). The Jharkhand Zoo Authority will in no case be responsible or liable for any such cost, regardless of the conduct or outcome of this tendering process.

18. CONFIDENTIALITY:

- (i) The Jharkhand Zoo Authority requires the recipients of this document to maintain its contents in the same confidence as their own confidential information and refrain from any public disclosure whatsoever.
- (ii) Information relating to evaluation of proposals and recommendations concerning award of work shall not be disclosed to the bidders who submitted the Tender proposals (bids) or other persons not officially concerned with the process, until the winning party (the successful bidder) has been notified that he has been awarded the contract.

19. DISCLAIMER:

- (i) Department of Forests & Environment, Govt. of Jharkhand and / or its officers & staff or those of the Jharkhand Zoo Authority disclaim all liability

from any loss or damage, whether foreseeable or not, suffered by any person acting or refraining from acting because of any information including statements, forecasts, estimates or projections contained in this document or conduct ancillary to it, whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of the Department of Forests and Environment, Govt. of Jharkhand and / or its officers and staff or those of the Jharkhand Zoo Authority.

- (ii) This Tender document does not purport to contain all the informations that each bidder may require and accordingly is not intended to form the basis of any investment decision or any other decision to participate in the bidding process for the selection of the successful bidder for the said award of work. Each bidder should conduct his / her own investigations and analysis and check the accuracy, reliability and completeness of the information in this document and obtain independent advice from appropriate sources.
- (iii) Neither the Tender nor anything contained herein shall form a basis of any contract or commitment whatsoever. Upon signing of the Contract Agreement, it will be inherently understood that the successful bidder has not relied on or been induced to enter such agreement by any representation or warranty, save as expressly set out in such an agreement. The Contract Agreement will be drawn & completed during the time of award of work.
- (iv) The Purchaser (i.e. Jharkhand Zoo Authority) is not bound to accept all or any of the proposals (bids). The purchaser reserves the right to reject any or all of the Tender proposals (bids) without assigning any reason (s). No bidder shall have any cause of action or claim against the purchaser or any officer / staff of the Dept. of Forests & Environment, Govt. of Jharkhand or those of the Jharkhand Zoo Authority.
- (v) Failure to provide information that is essential to evaluate the Bidder's qualifications or to provide timely clarification or substantiation of the information supplied may result in disqualification of the bidder.

- (vi) The participating bidder may be subject to disqualification if he or she or it (firm etc) has :
 - (a) made a false representation in the form, statement and attachments required in the documents.
 - (b) been convicted by any Court of Law in India or abroad.

20. QUERIES ON THE TENDER DOCUMENT

Intending bidders requiring any clarification on this Tender Document may send, till seven days before the last date of submission of bids, a query in writing to the Conservator of Forests – cum – Director, Bhagwan Birsa Biological Park-cum-Member Secretary, Executive Committee, Jharkhand Zoo Authority, Ranchi Jharkhand, India either by post or on the email address mentioned on page no.-1 above. He will give response to all the queries, received till seven days prior to the submission date of Tender. This response will be sent to the address of the sender of the query either by email or by post. However, non-receipt of any response from him for any reason whatsoever will not form any basis for adjournment or cancellation or disqualification of the Tender process and it will also not bestow any right or privilege on the concerned person. The above authority may also hold a conference to give clarifications and invitation of the same will be sent to concerned intending bidders who have given their contact details.

21. AMENDMENT OF THE TENDER DOCUMENT :

At any time prior to three days of the last date for submission of bids, the authority inviting this TENDER may, for any reason, whether at its own discretion/ initiative or at the initiative of the Executive Committee or the Governing Body of the Jharkhand Zoo Authority or in response to a clarification requested by an intending bidder modify this Tender document by an amendment and such amendment will be binding on all concerned. Any amendment issued here shall form part of this Tender document. In such a case, in order to provide intending bidders reasonable time in which to take the amendment into account in preparing

their bids, the authority inviting this Tender may, at its discretion, extend the last date for receipt of bids and / or make other changes in the requirements set out in the invitation for the Tender.

22. MISCELLANEOUS

- (i) The authority inviting this Tender shall not be responsible for non-receipt / non – delivery of Tender document as mentioned in para-1.3 or any query or its response mentioned in para – (20) above or of the Tender proposal due to any reason whatsoever.
- (ii) The proposal (bid) must be signed as detailed below :-
 - (a) by the individual himself incase of an individual tender in personal capacity.
 - (b) by the proprietor in case of a proprietary firm.
 - (c) by the partner holding the registered Power of Attorney in case of a firm in partnership (The original registered Power of Attorney and a photocopy of the firms’ registration and deed of partnership shall accompany the proposal.)
 - (d) by a duly authorized person holding the registered Power of Attorney in case of a Limited Company or a Corporation (The original registered Power of Attorney and a photocopy of incorporation or registration certificate shall accompany the proposal.)
 - (e) by the lead partner or his authorized representative in case of a Joint Venture. The original registered power of attorney given by the lead partner and the copy of JVA formed shall accompany the proposal.
- (iii) The effects of any change (increase or decrease) of any type in taxes levied by the Government or in value of services and / or goods during the time period of successful completion of the contract shall be borne by the contractor.
- (iv) All payments will be made in Indian National Rupee (INR) and the purchaser (i.e. the Jharkhand Zoo Authority) will make payment after deducting taxes as applicable as per laws in India.

- (v) The Tender proposal (bid) must remain valid for at least 180 days after submission date (**Bid Validity Period**). Purchaser will make its best effort to complete all necessary processes for award of the work during this period. However, if the same is not completed for any reason within this period, the bidders successful in technical evaluation shall be required to extend their offer for a further period of 3 months. Beyond this period, mutual consent will be required.
- (vi) Conditional Tender offer or the proposal (bid) in the formats other than that attached in para – 24 below or otherwise shall be construed as non – responsive and will be liable to be rejected.
- (vii) The Tender proposal (bid) must contain no interlineations or overwriting except as necessary to correct errors made by the bidder(s) themselves, in which cases such corrections must be signed (initial will not suffice) by the person or persons signing the Tender proposal.
- (viii) Any effort by the bidder(s) to influence the purchaser or any other authority involved in the process of Tender proposal evaluation, comparison or contract award decisions may result in the rejection of the concerned bidder’s Tender proposal altogether.
- (ix) In case of foreign nationals, necessary permission from Govt. of India with regards to travel / reside / work in India should be there, if required by the Indian Laws.
- (x) The contents of envelopes A and B and that of the Financial Bid envelope, except the EMD (Bid Security), opened during prequalification process, as mentioned in para – 6 above, shall become the property of the Jharkhand Zoo Authority and will not be refunded in any case. However, the unopened envelopes will be refunded to the concerned bidder at appropriate time. In case of EMD, treatment will be accorded as per provisions of para – 5 above.
- (xi) The award of work as stipulated in para – 8 above will be subject to approval of the DPRs from the CZA wherever applicable. If the CZA refuses to give approval or if any of the three facilities in consideration here is decided to be

dropped at any stage for any reason whatsoever, the award of the work will be construed to be modified accordingly. However, the pending financial liability created till that stage would be cleared, if this abandoning / dropping of the work has not been caused by the fault of the Contracting Firm.

- (xii) Any loss or damage to the works or materials to be incorporated in the works between the start date and the end of completion period is to be mended by the Contractor at the Contractor's cost.
- (xiii) The term Contracting Firm and the Contractor, wherever used in this Tender Document, carry similar meaning.
- (xiv) The Contracting Firm will run the facility and train the staff of Jharkhand Zoo Authority free of cost for one month, after completion of the actual construction work but before its final hand over, i.e. commissioning. This will enable the staff of Jharkhand Zoo Authority to run and maintain the facility successfully after its commissioning. Water and electricity facility during this period will be provided by Jharkhand Zoo Authority. However, other things required like trained personnel, other materials / services required for running and maintaining the facility will be provided by the Contracting Firm at his cost.
- (xv) Agreement Form is given at Para – 27 below. On acceptance of the Bid and compliance by the contractor of the Bid Acceptance letter issued to him, this agreement will be drawn and executed between the Purchaser and the Contractor and immediately thereafter, the work will be awarded to the Contractor as stipulated in para – 8 above.

23. COMPLETION :

- (i) The Contracting Firm shall request the Member Secretary of Jharkhand Zoo Authority to issue a Certificate of completion of works and the Member Secretary will do so upon deciding that the work is completed.
- (ii) The Jharkhand Zoo Authority shall take over the site and the works within 15 days of the Member Secretary issuing a certificate of completion.

24. TENDER FORMS :

Tender proposal is to be submitted in the following formats alongwith necessary supporting documents and it should provide information against each of the applicable requirements. In the absence of these, the Tender proposal shall be liable for rejection.

24.1 TENDER FORM 1 : LETTER PROFORMA.

To

The Conservator of Forest-cum-Director,
Bhagwan Birsa Biological Park – cum –
Member Secretary, Executive Committee, Jharkhand Zoo Authority,
Ranchi, Jharkhand, India. PIN 834002.

Sub : Construction of Butterfly Park / Aquarium / Water Park (delete whichever is not applicable) at Bhagwan Birsa Biological Park, Ranchi.

Sir,

The undersigned prospective bidder, having read and examined in detail all the provisions of the Tender Document in respect of the said purpose, do hereby express his / her / their interest to undertake the job as specified in the scope of work.

2. CORRESPONDENCE DETAILS :

Our correspondence details are :

1.	Name of Tender	
2.	Address of the Tender	
3.	Name and designation of the person to whom all the references shall be made regarding this job.	
4.	Address of the person to whom all the references shall be made regarding this job.	
5.	Telephone no. (With ISD / STD Code).	
6.	Mobile number of contact person.	
7.	Email of the contact person	
8.	Fax no. (with ISD / STD).	

We hereby declare that this Tender proposal is made in good faith and the informations contained herein are true and correct to the best of my / our knowledge and belief.

Thanking you,

Yours faithfully :

Signature :

Name :

Designation :

Seal :

Date :

Place :

Business address :

24.2 TENDER Form 2 : Profile of the bidding party [The prospective tenderer should not include here the figures of his sub – contractor.]

1.	Name of Individual / Firm / Company / Organization (whichever is applicable).			
2.	Year of Registration / Incorporation.*			
3.	Year of Registration / Incorporation in India. *			
4.	Number of employees in India on 31 st March, 2010.			
		FY 2007-08	FY 2008-09	FY 2009-10
5.	Annual turnover of the firm / company organization. **			
6.	Annual Profits. **			

* (Enclose a copy of registration / incorporation document.)

** (Enclose a copy of Audited Financial Statements (in case of bidder not being a Govt. Body / PSU / Undertaking).

Signature :

Name and address :

24.3 TENDER FORM 3 : PAST EXPERIENCE Etc. :

Using the format below, provide information on each assignment for which your organization and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out works similar to the ones mentioned under this

proposed assignment. The prospective tenderer should give information about maximum of five such projects.

1.	Name of Tender	
2.	Assignment / Job name.	
3.	Nature of Assignment	
4.	Description of Project.	
5.	Approx value of the contract (in INR)	
6.	Country	
7.	Location within country	
8.	Duration of Assignment / Job (Months)	
9.	Name of Employer	
10	Address and contact details of the Employer	
11.	Approx. value of the Assignment / Job provided by your firm / organization under the said contract (In INR).	
12.	Start date (month / year)	
13.	Completion date (month / year)	
14.	Name of associated Consultants, if any.	
15.	Description of actual assignment / job provided by you / your staff within the Assignment / Job.	

INR : - Indian National Rupee.

Note : Attach Letter of Intent or Purchase Order or Certificate of successful completion of each project, from the respective client (s).

Signature :

Name and Address :

24.4 TENDER FORM 4 : THE CONCEPT PLAN

Explain in writing your understanding of the objectives of the proposed Assignment / Job along with tentative / indicative designs / layout plans, approach towards it, proposed methodology and programme for carrying out the activities and obtaining the expected output. This concept plan must give a vivid picture as to how the facility would look like on its completion on the ground. For this hard as well as soft copies of the presentation must be given. Also, the list and CVs of key personnel duly signed by them, to be deployed for the execution of the Assignment /

Job must be attached. Also the detailed technical specifications of the materials proposed to be used in actual construction work must be given.

24.5 DECLARATION LETTER

Declaration letter on official letter head stating the following :

We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.

We are not blacklisted by any Central / State Govt. / Public Sector Undertaking in India.

On award of work, we shall timely carry out the assignment / job to the best of our capability and not compromise on the quality or quantity of output.

We have read and understood all the contents of this TENDER Document.

Signature :

Name :

Designation :

Address :

24.6 TENDER FORM – 5 : FINANCIAL BID FORM

To,

The Conservator of Forests – cum – Director,
Bhagwan Birsa Biological Park– cum –
Member Secretary, Executive Committee, Jharkhand Zoo Authority,
Ranchi, Jharkhand – 834002.

Sub : Construction of Butterfly Park, Aquarium, Water Park and/ or Toy Train at Bhagwan Birsa Biological Park, Ranchi.

Sir,

The undersigned, having read and examined in detail all the aspects of this EOI document, do hereby express his / her / our interest to undertake the job as specified in the scope of work w.r.t. the following items of work :

Sl. No.	Items of work	Financial Bid as Lump Sum amount (inclusive of all taxes, fees transportation cost etc.)			
		For preparation of FDPR		For actual construction	
		In figures (Rs.)	In words (Rs.)	In figures (Rs.)	In words (Rs.)
1	2	3	4	5	6
1.	For Butterfly Park.*				
2.	For Aquarium.*				
3.	For Water Park.*				

Signature (of the bidder) :

Name :

Address :

Telephone No. / Fax no. :

Mobile No. :

Email :

Note :- (i) In case of any difference of lump sum amount in figures & words, the amount in words will be considered].

(ii) * Delete whichever is not applicable.

25. BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT (BID SECURITY) :

WHEREAS, (Name and address of the Bidder) (hereinafter called the Bidder) has submitted / is submitting his Bid for design and construction of Aquarium* / Butterfly Park * / Water Park * at Bhagwan Birsa Biological Park, Chakla, Ormanjhi, Ranchi in pursuant to their the Tender No ABW – Const. – 01 / 2011-12 of Jharkhand Zoo Authority, Chakla, Ormanjhi, Ranchi, Jharkhand.

KNOW ALL PEOPLE by these presents that We [name of the Bank] of (name of country) having our registered office at (complete address) (hereinafter called “the Bank”) are bound unto the Member Secretary, Executive Committee, Jharkhand Zoo Authority, Ranchi, Jharkhand, India (hereinafter called the Purchaser’s Representative) in the sum of Rs 5,00,000/- (Rupees five lacs) for which

payment well and truly to be made to the said Purchaser's Representative the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this Day of, 2011.

THE CONDITIONS of this obligation are :

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Tender Document ;

Or

(2) If the Bidder having been notified to the acceptance of his bid by the Purchaser's Representative during the period of Bid Validity :

(a) fails or refuses to execute the Form of Agreement in accordance with the terms and conditions laid out in the Tender Document; or

(b) fails or refuses to furnish the Initial Security Deposit (Performance Guarantee) as prescribed in the Tender Document; or

(c) does not accept the correction of the Bid Price pursuant to the Note – clause in Financial Bid Form prescribed in para 24.6 of the Tender Document ; or

(d) gives false information with the submitted Technical Bid at Stage – 1 and Stage – 2 of the Technical Evaluation Process specified in para – 6 of the Tender Document.

We, the Bank, undertake to pay to the Purchaser's Representative upto the above amount upon receipt of his first written demand, without the Purchaser's Representative having to substantiate his demand, provided that in his demand the Purchasers' Representative will note that the amount claimed by him is due to him owing to the occurrence of one or any of these four conditions, specifying the occurred condition or conditions.

We, the Bank, also undertake to pay to the Purchaser's Representative the above amount without warning or any restriction or condition and without recourse and notwithstanding any objection from the said

(Name and address of the Bidder). We hereby also waive the necessity of demanding the said debt from the Contractor by the Purchaser's Representative before presenting us with the demand.

THIS GUARANTEE will remain in force for a period of nine months starting from (last date of submission of tender / bid) and upto (calculate the date taking 274 days for nine months). Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE	SIGNATURE
WITNESS	NAME
(Signature, name and address of the witness)	DESIGNATION.....
	SEAL OF THE BANK

(* Delete whichever is not applicable)

26. BANK GUARANTEE FORMAT FOR INITIAL SECURITY DEPOSIT (PERFORMANCE GUARANTEE) :

To,

..... (Name of Purchaser's Representative)
..... (Address of Purchaser's Representative)
.....

WHEREAS (Name and address of Contractor) (hereinafter called "the Contractor") has undertaken, in pursuance of Tender no. ABW – Const. – 01 / 2011-12) of Jharkhand Zoo Authority, Ranchi, India to execute work of construction of Aquarium* / Butterfly Park* / Water Park * on design and build basis (turnkey basis) as stipulated in the Tender Document (hereinafter called "the Contractor").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with an initial security deposit, for the sum specified therein

for preparation of Final Detailed Project Report */ undertaking Actual Construction Work*, as security for compliance with his obligation in accordance with the Contract ;

AND WHEREAS we, (Name and address of the Bank) have agreed to give the Contractor Bank Guarantee for this initial security deposit :

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, upto a total of (amount of guarantee in Indian National Currency i.e. Rupees) (in words), and we undertake to pay you, upon your first written demand 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 for the sum specified therein.

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

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

This guarantee shall be valid until 28 days from the date of expiry of the Defect – Liability Period.

Signature and Seal of the guarantor
Name of Bank
Address
Name of the Authority Signatory
Date

[* Delete whichever is not applicable.]

27. AGREEMENT FORM :

Agreement.

This agreement, made the day of Between Jharkhand Zoo Authority, Chakla, Ormanjhi, Ranchi, India, PIN – 834002 (hereinafter called “the Purchaser”) and (name and address of contractor) hereinafter called “the Contractor” of the other part.

Whereas the Purchaser is desirous that the Contractor execute (name and identification number of contract) (hereinafter called “the Works”) and the Purchaser has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a total cost of Rs (to be called the Contract Price).

NOW THIS AGREEMENT WITNESSETH as follows :

1. In this Agreement, words and expression shall have the same meaning as are respectively assigned to them in the terms and conditions of the contract.
2. In consideration of the payment to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Purchaser to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the contract.
3. The Purchaser hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be ready and construed as part of this Agreement, viz;
 - (i) Letter of Acceptance of Bid.
 - (ii) Letter of Award of work.
 - (iii) Notice to proceed with the works.
 - (iv) Contractor’s Bid.

- (v) The Contract.
- (vi) The Concept Plan with all associated informations required therein.
- (vii) Final Detailed Project Report (In case of Actual Construction Work).
- (viii) Demand Notice for Initial Security Deposit, if any.

In witnessed whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of Jharkhand Zoo Authority, Chakla, Ormanjhi, Ranchi (the Purchaser) and (Name and address of the Contractor), the Contractor was hereunto affixed in the presence of :

(Witnesses as per requirement).

Signed, Sealed and Delivered by the Said
 in the presence of :
 Binding Signature of the Purchaser's Representative
 Binding Signature of the Contractor

----- : 0 : -----