

TENDER FORM

FOR INVITING BIDS

FOR PREPARATION OF 'MASTER PLAN'
FOR SETTING UP
A ZOOLOGICAL PARK AT
UMTREW, RI-BHOI DISTRICT
MEGHALAYA

megforest.gov.in

GOVERNMENT OF MEGHALAYA
OFFICE OF THE CHIEF CONSERVATOR OF FORESTS
(WILDLIFE), SHILLONG

INDEX

<u>Sr.No.</u>	<u>Item</u>	<u>Page Nos.</u>
1.	Invitation for bids (I.F.B.)	3 to 4
2.	Section I – Instructions to bidders (I.T.B.)	4 to 13
3.	Section II – Terms of reference (T.O.R.) for Preparation of Master Plan document for getting Permission of the Central Zoo Authority for Establishment of a large zoological park at Umtrew, Ri-bhoi District, Meghalaya.	13 to17
4.	Section – III Financial bid, Qualification Information, Letter of acceptance, Notice to proceed with the work, And, Agreement form.	17 to 33
5.	Appendices (Annexure I & II)	34 to 39

GOVERNMENT OF MEGHALAYA
OFFICE OF THE CHIEF CONSERVATOR OF FORESTS
(WILDLIFE), SHILLONG

INVITATION FOR BIDS (I.F.B.)

1. For and on behalf of the Governor of Meghalaya State, the Chief Conservator of Forersts (Wildlife) Shillong (hereinafter called as the “Employer”) invites bids for preparation of master plan for establishment of a zoological park at Umtrew, in Ri-Bhoi District of Megahalaya.
2. Bidding is open only to those firms/individuals who have previous knowledge experience of designing layout and/or preparing master plan of at least one large zoological park in India or abroad which has been approved either by Central Zoo Authority or any other Zoo related body enjoying international reputation and acceptance.
3. (a) Bidding documents (and additional copies) may be purchased from the office of the Chief Conservator of Forests (Wildlife), Sylvan House, Lower Lachumere, Shillong -793003 (Phone No: 0364-2227332), for a non-refundable fee (three sets) of Rs.100/- (Rs. One hundred only), in the form of cash or demand draft on any scheduled bank payable at Shillong in favor of the Chief Conservator of Forests (Wildlife), Shillong, Bidding documents requested by mail will be dispatched by registered/speed post on payment of an extra amount of Rs.200/-. The Employer will not be responsible for the postal delay, if any, in delivery of the documents or non-receipt of the same.
(b) Alternatively the complete set of tender forms can be downloaded from the official web site megforest.gov.in and filled up along with enclosing non refundable demand draft of Rs 100/- (rupees one hundred) only in favour of Chief Conservator of Forests (Wildlife), Shillong.
4. Bids must be accompanied by security deposit of the amount specified. Any bid not accompanied by bid security shall be rejected by the employer as non-responsive. Amount of bid security shall not carry any interest.

5. Bids must be delivered in the office of the Employer on or before 1400 Hrs on 16.2.07 and will be opened on the same day at 1430 hrs in presence of the bidders who wish to attend. If the office happens to remain closed on that day, the bids will be received on the next working day at the same venue up to the same time.
6. Other details can be seen in the bidding document.
7. The Employer reserves right to reject any bid or all bids without assigning any reason thereof.

Dated: 12.1.07

Chief Conservator of Forests (Wildlife)
Shillong.

SECTION I

INSTRUCTIONS TO BIDDERS (I.T.B.)

A. General

1. **Scope of bid**
 - 1.1 The employer invites bids from eligible bidders for preparation of Master Plan document for obtaining permission from the Central Zoo authority for establishment of a zoological park at Umtrew, Ri-Bhoi District, Meghalaya.
 - 1.2 The successful bidder is required to complete the job within three months from the date of issue of notice to proceed with the work.
2. **Eligible Bidders**
 - 2.1 The bidder must have adequate knowledge or previous experience of designing layout and/or preparation of master plan of at least one zoological park within India or abroad.
3. **One bid per bidder.**
 - 3.1 A bidder shall submit only one bid.
4. **Cost of bidding.**

4.1 The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will not be responsible and liable for these costs, in any case.

5. Site visit

5.1 The Bidder, at the Bidder's own responsibility and risk is required to visit and examine the site where zoological park is proposed to be established and obtain information that may be necessary for preparing the Bid. The cost of visiting the site shall be at the bidder's own expense.

B. Bidding document

6. Bidding documents.

6.1 A set of bidding documents comprises following –

Invitation for bids

Section – I - Instructions to bidders

Section – II – Terms of reference (TOR)

Section – III Financial bid, Qualification information, Letter of acceptance, Notice to proceed with the work & Agreement form.

6.2 Out of the three sets of bidding documents supplied, two sets should be completed and returned along with the bid.

7. Pre-bid meeting

7.1 The purpose of the meeting to be held on 14.2.07 will be to clarify issues and to answer questions on any matter connected with this 'Invitation for bids', that may be raised at that stage.

7.2 Minutes of the meeting will be transmitted without delay to all purchasers of the bidding documents.

8. Amendment to bidding document.

8.1 At any time prior to the deadline for submission of bid, the Employer may for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the bid document

by issuance of an addendum. The addendum will be sent in writing to all prospective bidders who have purchased bid document for incorporation in the bid and will be binding on the bidders.

C. Preparation of Bids

9. Language of bid

9.1 All documents relating to the bid shall be in the English language.

10. Documents comprising the bid.

10.1 The bid submitted by the bidder shall comprise the following –

- i) Bid security
- ii) Qualification information
- iii) In case the bidder firm is a partnership firm, a copy of the partnership deed.
- iv) Copy of Authority letter, if authorized agent is appointed
- v) Income tax clearance certificate; and,
- vi) Financial bid as mentioned in Section III

11. Bid validity

11.1 Bids shall remain valid for a period not less than one hundred & twenty days, or any period extended by the Employer, after the deadline date for bid submission

12. Bid Security

12.1 The Bidder shall furnish a bid security of Rs.10,000/- (Rupees Ten Thousand only) in favor of the “Chief Conservator of Forests Shillong” in the form of a demand draft issued by any Nationalized/Scheduled Bank, payable at Shillong.

12.2 Any bid not accompanied with security deposit shall be rejected by the Employer as non-responsive. The Employer shall not be responsible for the same.

12.3 Amount of bid security shall not carry any interest.

- 12.4 The bid security of the unsuccessful bidders will be returned within 30 days of the end of the bid validity period.
- 12.5 The bid security of the successful bidder will be discharged when the bidder has signed the agreement and furnished the required performance security.
- 12.6 The bid security may be forfeited –
- a) If the Bidder withdraws his offer or modifies the same after bid opening during the period of bid validity.
 - b) In case of a successful Bidder, if the Bidder fails within the specified time limit to –
 - i) Sign the agreement, or
 - ii) Furnish the required Performance Security
 - c) If information furnished by the bidder is proved to be false/incorrect.

13. Signing of Bid.

- 13.1 All Pages of bid document in original shall be signed by a person or persons duly authorized to sign on behalf of the bidder.
- 13.2 The bid by partnership firm shall furnish the full names of partners in forwarding letters. An attested copy of the partnership shall be furnished.
- 13.3 All signatures shall be dated.
- 13.4 The bid shall contain no alteration or additions except the comply with instructions issued by the Employer or as necessary to correct errors made by the bidder in which case such corrections shall be initialed by the person or persons signing the bid.

14. Bid offer

- 14.1 The bidder shall quote his offer as prescribed in Section – III of the bid document to be submitted as per procedure set out in instruction No.15 below.
- 14.2 The offer in the form as prescribed in the bid document shall include all the costs towards raising fund, executing and completing the works, all

taxes, duties, charges, fees and including remedying any defect in the Master Plan.

15. Submission of bids.

- 15.1 The bidder shall note that out of three sets of bid documents supplied to him, he shall return 2 sets duly signed. One set of the bid shall be clearly marked as 'Original' and the other as 'Duplicate' and shall be submitted in two separate sealed covers, which is turned shall be put in a common outer sealed cover before submission and marked as 'Bid for preparation of Master Plan for establishment of Zoological Park'. The cover containing original bid shall be clearly marked as 'Original' and the cover containing duplicate bid shall be clearly marked as 'Duplicate'.
- 15.2 The bid in each set shall be submitted in two sealed envelopes marked 'Envelop No.1' & 'Envelope No.2', which shall be put together in a common sealed cover and marked as 'Original' & 'Duplicate' as per clause 15.1 above. Each sealed cover shall be marked on the left hand top corner as 'Bid for preparation of master plan for establishment of zoological park'. Full name and address of the bidder and the name of the authorized agent delivering the sealed covers containing the bid shall be written on the bottom left hand corner of each cover.
- 15.3 'Envelope No.1 shall contain the following information –
 - i) Bid security
 - ii) Qualification information
 - iii) In case the bidder firm is a partnership firm, a copy of the partnership deed.
 - iv) Copy of Authority letter, of authorized agent is appointed, and,
 - v) Income tax clearance certificate.
- 15.4 'Envelope No.2' shall contain the Financial bid contained in Section – III.
- 15.5 The bidder shall quote his offer on the bid forms as prescribed in Section – III. The offer shall not be quoted anywhere directly or indirectly in Financial in 'Envelope No.1' and 'Envelope No.2' except at appropriate

place in Financial bid of the bid document. Otherwise, the bid will stand to be rejected.

16. Deadline for submission of bids.

- 16.1 Bids shall be received by the employer in his office, i.e. at office of the Chief Conservator of Forests (Wildlife), no later than 1400 hrs on 16.2.07. If the office happens to remain closed on this day, the bids shall be received on the next working day at the same venue and up to the same time.
- 16.2 If submitted by post, the offers should be sent by registered post with acknowledgement due. Please note that offers sent by any other mode, including by courier shall not be accepted. The last date and time of receipt of bid shall strictly apply in all cases.
- 16.3 The bids received after the dead line shall be returned unopened to the bidder. The Employer shall not be responsible for the same.

D. Bid opening and Evaluation

17. Opening and evaluation of bids.

- 17.1 The information submitted by the bidders in envelope No.1 & 2 will be scrutinized and evaluated as mentioned below. Right to cause evaluation through a committee constituted by the Employer, for the purpose, is reserved by the Employer.

18. Bid opening (Envelope No.1).

- 18.1 The bids will be opened by the Employer, or an officer duly authorized by him in this behalf, in the presence of bidder/their authorized representative who choose to remain present at a date, time & place stipulated in Bidding data.
- 18.2 Following procedure shall be adopted for opening of the bids –
 - i) Firstly all information about the total number of bids received shall be announced.

- ii) Outer covers of each bid shall be opened to take out of the 'Original' and 'Duplicate' bids contained therein.
- iii) Only bids containing both the 'Original' and 'Duplicate' bids shall be considered for opening. Bids containing only the 'Original' bid, or, only the 'Duplicate' bid shall be treated as invalid and shall not be opened.
- iv) The covers marked as 'Original' bids containing both the 'Original' and 'Duplicate' bids shall be arranged alphabetically by name of the bidder and will be numbered serially.
- v) Each 'Original' cover will be opened serially and 'Envelope No.1' and 'Envelope No.2' contained in each cover shall also be numbered serially and signed by the bid opening authority.
- vi) 'Envelope No.1' of each bidder shall be opened serially. Documents in the envelope will be checked to ensure that all necessary documents have been included as per requirement. If any particular document of any bid is missing then a note to that effect will be made by the bid opening authority on the corresponding 'Envelope No.1'.

19. Evaluation of information contained in Envelope No.1.

- 19.1 The 'Envelope No.2' of the bids whose 'Envelope No.1' does not contain the specified documents or any of the specified documents is missing will be separated out. A note on the 'envelope No.2' of such bids indicating the nature of deficiency will be made. The 'envelope No.2' of such bids shall not be opened and a note to that effect will be made on 'envelope No.2'
- 19.2 The employer shall carry out the process of scrutiny and analysis of documents/data submitted in 'envelope No.1' of only those bids wherein all the requisite documents have been included.
- 19.3 The right to ask for missing information is reserved by the Employer. Clarification in the bid documents may be demanded from the bidder, if found necessary after scrutiny of 'Envelope no.1'. Refusal for compliance

or giving clarification may render the offer invalid and ‘Envelope no.2’ in that case shall not be opened, but recorded with a suitable note.

19.4 The bidders who qualify on the basis of information contained in ‘Envelope no.1’ shall be liable to be disqualified if they have made a misleading or false representation in any of the forms, statements and attachments submitted in proof of the qualification requirements.

20. Bid opening (envelope no.2)

20.1 After the analysis & scrutiny of documents contained in ‘envelope no.1’ with respect to requirements of bidding, the Employer shall declare the outcome of scrutiny and shall intimate the date, time & place of opening of Financial bid (envelope no.2) to the qualified bidders.

20.2 On the specified date, time and place, “Envelope no.2” of the qualified bidders shall be opened serially. The offer quoted by each qualified bidder in the manner prescribed in Section – III will be read out by the bid opening authority for information of those present.

21. Lower offer to prevail

21.1 If the offer specified in the Financial bid in figures and words differs then the lower of the two amounts will be deemed to be the amount offered by the bidder.

22. Process to be confidential

22.1 The information relating to the examination, clarification, evaluation, comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award of the contract to successful bidder has been announced. Any effort by a bidder to influence the Employer in the process of examination, comparison of bids and in decision concerning the award of contract may result rejection of his bid.

23. Bid liable for rejection

23.1 The bid is likely to be rejected if on its opening, it is found that –

- i) The bidder has not strictly followed the procedure laid down for submission of bids.
- ii) The bidder has specified any additional conditions.
- iii) Additions, corrections or alterations are made by the bidder on any page of the bid document, without affixing signatures.
- iv) Any page or pasted slips are missing or replaced.
- v) The bidder has not signed each page of the document.
- vi) Any erasures are made by the bidder in the bidding document
- vi) Bid without bid security deposit.

E. Award of contract

24. Award criteria

24.1 Subject to clause 25, the Employer will award the contract to the bidder, whose bid has been determined to be substantially responsive to the bidding documents, being most effective and meeting all the requirements of the Employer with respect to experience, proven capability and financial viability.

25. Right of the Employer to reject any or all bids.

25.1 The Employer reserves the right of accepting or rejecting any bid and to cancel the bidding process and reject all bids at any time without incurring any liability to the affected bidder or any obligation to inform the affected bidder.

26. Notification of award and signing of agreement.

26.1 The bidder whose bid has been accepted will be notified of the award by the Employer prior to expiration of the bid validity period through FAX, followed by a registered letter. This letter (called the letter of acceptance) will state the sum that the Employer will pay to the successful bidder in consideration of the preparation of master plan as prescribed in the contract. This notification of award will constitute formation of contract upon furnishing the performance security by the successful bidder and

execution of agreement, where after notice to proceed with the work will be given.

27. Performance security.

27.1 Within 21 days of receipt of the letter of acceptance, the successful bidder shall deliver to the Employer a performance security in any of the forms given below for an amount equivalent to 5 % of the contract price –

- A bank guarantee from a Nationalized/Scheduled Bank, valid for one year, in favor of the Chief Conservator of Forests (Wildlife) Shillong.
- Certified cheque or Bank draft issued by a Nationalized/ Scheduled Bank in favor of the Chief Conservator of Forests (Wildlife) Shillong, payable at Shillong.

27.2 Failure of successful bidder to comply with the requirement of the contract, non-observance and bad performance of the contract shall constitute sufficient grounds for cancellation of the award and forfeiture of performance security.

27.3 Amount of performance security shall not carry any interest.

28. Arbitration.

28.1 Any dispute, which is not resolved amicably, shall be finally settled by arbitration under Indian Arbitration & Conciliation Act, 1996. The arbitration shall be by a panel of three arbitrators, one to be appointed by each party and the third to be appointed by two arbitrators appointed by the parties.

SECTION - II

TERMS OF REFERENCE

**PREPARATION OF MASTER PLAN DOCUMENT FOR GETTING
PERMISSION OF THE CENTRAL ZOO AUTHORITY FORESTABLISHMENT
OF A ZOOLOGICAL PARK AT UMTREW.**

1. It is proposed to establish a zoological park at Umtrew as per the master plan approved by the Central Zoo Authority.

2. The area for which the master plan is to be made is approximately 72 ha including a portion for Botanical Garden exhibits. It is about 24 kms from Shillong and is adjacent to the Shillong Guwahati Road. The land under consideration is undulating and well drained and contains a water source.

3. MASTER PLAN.

3.1 The main task will be preparation of a master plan conforming to the specifications of the Central Zoo Authority for obtaining permission for establishment of a Zoo at Umtrew. It shall be prepared in accordance with the instructions / guidelines issued by the Central Zoo Authority from time to time and should contain in clear and concise terms the following information :-

- i) Purpose and objectives of the zoological park.
- ii) Summary of data on site evaluation, which includes an assessment of climate, vegetation, landform, existing structures and other relevant constraints.
- iii) Proposed basic layout of the zoological park in a digital 3 dimensional form (with maps, drawings, charts etc.) including perimeter, parking space, visitor/traffic flow pattern, service space, utilities, infrastructure and support facilities, layout plan showing sewerage lines, water supply distribution lines, laying of HT and LT wires, road network and exhibits (type and arrangement of enclosures, buildings, visitor barriers, water bodies and other features). The built-up area could comprise administrative buildings, stores, hospital, rest areas and restaurants.

All the above details should be shown on a contour map of 1:2000 scale of 2 mtrs contour width. The contour map shall be prepared by the consultant himself employing state of art technique.

- iv) Exhibit scenarios, type and arrangement should be described in sufficient depth to identify paddocks, buildings, nature of viewing (moat, fence, safari, etc.) and space requirements.
- v) Timetable for phasing the construction over period of 4 years.
- vi) Manpower requirement – The management of zoological park is multidisciplinary team work which requires inputs various disciplines such as personnel

- management, planning, finance, biology, veterinary science, horticulture, sanitation, security, public relations, education, research, engineering, etc. The organizational set up of the zoological park should, therefore be suitably structured so as to provide for professional inputs from these disciplines.
- vii) Expenditure statement (year wise, activity wise, recurring, non-recurring both) over a period of 10 years.
 - viii) Training requirements (give purpose and the cadres for which required, with cost) and the institute where these can be imparted.
 - ix) Acquisition of animals – A complete list of animals (indicating separately the number of male & female individuals of each species), which will have to be acquired for the zoological park, should be prepared. The names of the zoological parks from where these can be acquired with details of acquisition, transport and other costs involved in such acquisition should be clearly spelt out.
 - x) Development plans for other components e.g. Breeding programme, Rescue and Rehabilitation Centre, Education – interpretative programme, Research programme, Molecular Diagnostic Centre, Welfare programme, Visitor facilities, Staff accommodation, Administrative buildings, Veterinary hospital, Quarantine measures, Postmortem facilities etc.
 - xi) Disaster management – plan to address during natural calamities.
 - xii) Contingency plan – for animals rescued from wild; escape of animals from enclosures; arrangement of food in case of strike; snake bite; visitors getting injured/ visitors falling inside enclosures etc. etc.
 - xiii) AutoCAD generated designs or digital designs generated by any other software in respect of every exhibit plan in the Zoo accompanied by estimate of rates including market analysis for construction of all the components proposed in the Zoo based on Meghalaya PWD Schedule of rates prescribed for buildings and roads and other State Govt prescribed norms.
 - xiv) Promotion of Zoo Horticulture in the Bio-Park.
 - xv) Zoo friendly road network.

xvi) Exclusive chapters on Zoo Education complete with educational modules, environmental/behavioral enrichment, mixed species exhibits, cage furniture and safety related consideration, theming of exhibits and husbandry of captive animals

3.2 Based on the designs 3D models shall be prepared for the entire Zoo layout, in addition to each of the exhibit, and support facilities for the purpose for e.g. Breeding & Conservation Centre, Veterinary hospitals, etc.

3.3 **Organization of species within the zoological park** : The species should be organized within the zoological park on a suitable planned display based on zoo-geographical, taxonomic, ecological or ethnological grouping.

3.4 **Enclosures**: Type of enclosures for each species should be described in detail. The enclosures should be as natural as possible, depicting in an imaginative manner the natural habitat of the animal enclosed. The enclosures should be of such type that bars and other artificial barriers are hidden from view. Viewing angles should be such that while at one enclosures, other people or building cannot be seen. The comfort and security of the animal should be fully considered while prescribing the enclosure conforming to standards prescribed by CZA and internationally acknowledged.

The tentative list of sections proposed for display is at Ann-I.

Tentative list of off exhibit buildings, visitor facilities, and support centres is at Ann-II.

3.5 **Conditions of payment** : The bidder whose bid is accepted will be required to execute an agreement with the employer for performance of the job given to him within a period of 15 days from the date of award of the job failing which his bid security will be forfeited.

3.6 The bid awardee shall attend briefing session organized by Forest Department in respect of detailed requirement of the project for the purpose of general guidance of the executing firm.

3.7 First draft master plan along with maps should be submitted by the contractor to the employer within 30 days of the date of notice to proceed with the work in at least 5 copies.

3.8 The First draft master plan submitted by the contractor will be examined by a committee appointed by the Principal Chief Conservator of Forests and the contractor shall be informed about the deficiencies in it, if any, and he shall be required to modify and submit the first modified draft master plan within a period of 30 days thereafter. The first modified draft master plan will again be examined by the committee and the suggestions made by it shall be incorporated by the contractor and the final modified master plan shall be prepared by the contractor. On acceptance of the final modified master plan by the employer, 50% of payment shall be made to the contractor. On acceptance of Master Plan with all associated design and layout by the CZA balance payment shall be made to the contractor and his performance security will be released.

3.9 The contractor must submit 10 copies of the final modified master plan to the Employer within a period of 30 days from the date of communication of suggestions on the first modified draft master plan by the committee mentioned in clause 3.6 above.

3.10 The contractor will have to make his own arrangement for stay, travel, survey, computer, stationery, typing, etc.

SECTION – III

FORMS OF BID, QUALIFICATION INFORMATION AND LETTER OF ACCEPTANCE ETC.

Table of Forms

- **FINANCIAL BID**
- **QUALIFICATION INFORMATION**
- **LETTER OF ACCEPTANCE**
- **NOTICE TO PROCEED WITH THE WORK**
- **AGREEMENT FORM**

FINANCIAL BID

Preparation of Master Plan document for zoological park at Umtrew; obtaining approval from the Central Zoo Authority, New Delhi.

To : The Chief Conservator of Forests (Wildlife), Shillong,
Address : Office of the Chief Conservator of Forests, 'Sylvan House'
Lower Lachumere, Shillong – 793003.

Sir,

We offer to execute the works described above in accordance with the terms of reference accompanying this bid within the specified Contract Period for a contract price of Rs..... (in figures)..... (in Words)

The bid security of Rs.10,000/- (Rupees Ten thousand only) is enclosed in the form of a Bank draft number dated issued by payable at

This bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you receive.

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 the "Prevention of Corruption Act, 1988".

We hereby confirm that this bid complies with the Bid Validity and Bid Security required by the bidding documents. We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature
Name & Title of Signatory :
Name of the Bidder :
Address :

Qualification Information

The information to be filled in by the Bidder in the following page will be used for the purposes of bid evaluation.

- 1) Constitution or legal status of Bidder

(attach copy)

Place of registration : _____

Principal place of business : _____

Power of attorney of signatory of Bid

(attach)

- 2) Total value of similar works 2003 – 2004

Done in the previous 3 years 2004 – 2005

2005 – 2006

- 3) Details of similar works, i.e. – preparation of master plan of a large zoological park including supply of exhibit designs and layout plan in favor of a medium sized or large Zoo, performed as a prime contractor (in the same name).

Project Name including location	Name of the employer**	Contract No.	Value of contract (Rs. Lakh)	Date of issue of work order	Stipulated period of completion	Actual date of completion**	Remarks explaining reasons for delay, if any.
1.	2.	3.	4.	5.	6.	7.	8.

* Attach certificate(s) from the officer in charge.

- 4) Details of other works, if any, connected with designing & establishment of a zoological park, performed as a prime contractor (in the same name).

Project Name including location	Name of the Employer*	Description of work	Contract No.	Value of contract (Rs. Lakh)	Date of issue of work order	Stipulated period of completion	Actual date of completion*	Remarks explaining reasons for delay, if any
1.	2.	3.	4.	5.	6.	7.	8.	9.

* Attach certificate(s) from the officer in charge.

- 5) Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going works:

Description of works	Place & State	Contract No. & Date	Name & Address of Employer	Value of contract (Rs.Lakh)	Stipulated period of completion	Value of works* remaining to be completed (Rs.Lakh)	Anticipated date of completion
1.	2.	3.	4.	5.	6.	7.	8.

* Attach certificate(s) from the officer in charge.

(B) Works for which bids already submitted:

Description of work	Place & State	Name & Address of Employer	Estimated value of works (Rs.Lakh)	Stipulated period of completion	Date when decision is expected	Remarks if any
1.	2.	3.	4.	5.	6.	7.

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6) Qualifications and experience of key personnel proposed for execution of the contract. Attach biographical data.

Position	Name	Qualifications	Years of experience (general)	Years of experience in the proposed position
1.	2.	3.	4.	5.
Project manager etc.				

7) Proposed sub-contracts and firms involved who are well reputed in discharging similar engagements.

Section of the works	Value of Sub-contract	Sub-contractor(name and address)	Experience in similar work
1.	2.	3.	4.

Note: No subcontracting shall be allowed in as much as designing the layout of the Zoo and exhibit enclosures are concerned.

8) Information on litigation history in which the Bidder is involved either directly or otherwise.

Other party(ies)	Employer	Cause of dispute	Amount involved	Remarks showing present status.
1.	2.	3.	4.	5.

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Authorized Signature
Name & Title of Signatory :
Name of Bidder :
Address :

Letter of Acceptance

.....(date)

To :

_____ (name and address of the
successful bidder)

Dear Sirs,

This is to notify you that your bid dated for execution of the work of 'preparation of Master Plan document for zoo at Umtrew, for obtaining approval from Central Zoo Authority, New Delhi for the contract price of rupees.....(.....) (amount in words and figures) is hereby accepted.

You are hereby requested to furnish a Performance Security for an amount of Rs.....(.....) either in the form of a Bank guarantee from a Nationalized/Scheduled Bank valid for one year or through a Certified cheque/Demand draft issued by any Nationalized/Scheduled Bank in favor of the Chief Conservator of Forests (Wildlife) Shillong, payable at Shillong, and sign the agreement within 15 days of receipt of this letter of acceptance, failing which action as stated in para 12.6 of the Instructions to Bidders will be taken.

Yours faithfully,

Authorized Signature

Name & Title of Signatory:

Issue of Notice to proceed with the work

_____ (Date)

To,

_____ (name and address of the contractor)

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in ITB clause 27.1 and signing of the contract for preparation of master plan document for zoo at Shillong at a Bid Price of Rs.....(.....), you are hereby instructed to proceed with the execution of the said work in accordance with the contract documents.

Yours faithfully,

Authorized Signature

Name & Title of Signatory :

Agreement Form

This AGREEMENT made at this _____ day of _____ 2007 BETWEEN THE GOVERNER OF MEGHALAYA in exercise of the executive posers of the Government of the State of Meghalaya (hereinafter referred to as the “employer”) (which expression shall, unless the context does not so admit include his successors, authorized representatives and assignee) of the One Part and _____ (name and address of the successful bidder) a firm registered under _____ having his registered office at _____ (hereinafter referred to as the “Contractor”) (which expression shall, unless the context does not so admit include his /its successor, heirs, executors, administrators and assignees) of the Other Part.

WHEREAS the Government is desirous to execute the work of preparation of Master Plan Document for a large Zoo at Umtrew, in Ri-Bhoi District of Meghalaya.

AND WHEREAS the Government had invited bids vide its notice dated _____ from illegible bidders.

AND WHEREAS in response to the aforesaid invitation for bid, the Government received bids from bidders for preparation of Master Plan documents for a large Zoo at Umtrew, in Ri-Bhoi District of Meghalaya for obtaining approval from the Central Zoo Authority, New Delhi (hereinafter called ‘the work’).

AND WHEREAS, prior to the execution of this Agreement, the contractor has delivered to the Government performance security for an amount of Rs. _____ (Rupees _____ only) in terms of _____ issued by _____ Bank towards due observance of the contract.

AND WHEREAS, the contractor has agreed to execute the work on the terms and conditions set forth hereunder.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Definitions

Agreement – is the agreement between the employer and the contractor.

Contract – is the contract between the employer & the contractor.

Contractor – is a person, proprietor / partnership firm or corporate body whose bid to carry out the work has been accepted by the employer.

Contract price – is the price stated in the Letter of acceptance.

Employer – is the party who will employ the contractor to carry out the work.

Government – is the Government of the State of Meghalaya

Large zoo – is a zoo categorized as large zoo as per Rule 9 of the Recognition of Zoo Rules, 1992.

Work – is what the contract requires the contractor to execute and hand over to the employer.

Applicable law – is the law governing the contract.

Chief Conservator of Forests (Wildlife) – is Chief Conservator of Forests (Wildlife) Circle of the Forests and Environment Department, Government of Meghalaya.

Site – is the place provided by the employer where the work is to be executed and any other place as may be specifically designated in the contract as forming part of the site.

Master Plan – is the final modified master plan as per condition 3.6 of the TOR.

2. Effectiveness of Contract

This contract shall come into force and effect on the date of issue of notice by the Employer to Contractor to proceed with the work.

3. Period of Contract

The Contractor shall complete the work within three months from the date of issue of notice to proceed with the work by the Employer. The period of Contract shall be of essence to the Agreement.

4. Expiration of Contract

Unless terminated earlier, this contract shall expire when final modified master plan of 10 copies is submitted to the employer and all payments have been made to the Contractor towards the work.

5. Interpretation

- i) The schedules and any other document specified in bid document in Section I, II & III of this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.
- ii) In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.

6 Assignment of Contract

The Contractor shall not assign Contract or a part of the Contract to any third party without prior written approval from the Employer.

7. Scope of Work

- a) The Contractor shall prepare Master Plan for establishment of a large zoo considering the National Zoo Policy, 1998 guidelines and as per provisions of the Wildlife Protection Act, 1972 and Rules made thereunder as desired by the Central Zoo Authority in order to obtain permission from the Central Zoo Authority.
- b) The Contractor shall prepare Master Plan containing the following information in clear and concise terms:
 - i) Purpose and objectives of the zoological park.
 - ii) Summary of data on site evaluation, which includes an assessment of climate, vegetation, landform, existing structures and other relevant constraints.
 - iii) Proposed basic layout of the zoological park in a digital 3 dimensional form (with maps, drawings, charts etc.) including perimeter, parking space, visitor/traffic flow pattern, service space, utilities, infrastructure and support facilities, layout plan showing sewerage lines, water supply distribution lines, laying of HT and LT wires, road network and exhibits (type and arrangement of enclosures, buildings, visitor barriers, water

bodies and other features). The built-up area could comprise administrative buildings, stores, hospital, rest areas and restaurants.

All the above details should be shown on a contour map of 1:2000 scale of 2 mtrs contour width. The contour map shall be prepared by the consultant firm employing state of art technique.

- iv) Exhibit scenarios, type and arrangement should be described in sufficient depth to identify paddocks, buildings, nature of viewing (moat, fence, safari, etc.) and space requirements.
- v) Timetable for phasing the construction over period of 4 years.
- vi) Manpower requirement – The management of zoological park is multidisciplinary team work which requires inputs various disciplines such as personnel management, planning, finance, biology, veterinary science, horticulture, sanitation, security, public relations, education, research, engineering, etc. The organizational set up of the zoological park should, therefore be suitably structured so as to provide for professional inputs from these disciplines.
- vii) Expenditure statement (year wise, activity wise, recurring, non-recurring both) over a period of 10 years.
- viii) Training requirements (give purpose and the cadres for which required, with cost) and the institute where these can be imparted.
- ix) Acquisition of animals – A complete list of animals (indicating separately the number of male & female individuals of each species), which will have to be acquired for the zoological park, should be prepared. The names of the zoological parks from where these can be acquired with details of acquisition, transport and other costs involved in such acquisition should be clearly spelt out.
- x) Development plans for other components e.g. Breeding programme, Rescue and Rehabilitation Centre, Education – interpretative programme, Research programme, Molecular Diagnostic Centre, Welfare programme,

Visitor facilities, Staff accommodation, Administrative buildings, Veterinary hospital, Quarantine measures, Postmortem facilities etc.

- xi) Disaster management – plan to address disasters: man made or natural calamities.
 - xii) Contingency plan – for animals rescued from wild; escape of animals from enclosures; arrangement of food in case of strike; snake bite; visitors getting injured/ visitors falling inside enclosures etc. etc.
 - xiii) AutoCAD generated designs or digital designs generated by any other software in respect of every exhibit plan in the Zoo accompanied by estimate of rates including market analysis for construction of all the components proposed in the Zoo based on Meghalaya PWD Schedule of rates prescribed for buildings and roads and other State Govt prescribed norms.
 - xiv) Promotion of Zoo Horticulture in the Bio-Park.
 - xv) Zoo friendly road network.
 - xvi) Exclusive chapters on Zoo Education complete with educational modules, environmental/behavioral enrichment, mixed species exhibits, cage furniture and safety related consideration, theming of exhibits and husbandry of captive animals.
- c) The Contractor shall make arrangements for stay, travel, survey, computer, stationery, and typing etc. at his own for work during the contract tenure. No expenses shall be borne by Government on behalf of the Contractor for purposes mentioned above.

8. Schedule of service

- i) The Contractor shall start work from the date of issue of notice by the Employer to proceed with the work.
- ii) The Contractor shall submit five copies of first draft master plan along with maps within 30 days from the date of issue of aforesaid notice.
- iii) The committee appointed by the Chief Conservator of Forests (Wildlife), shall examine first master plan and shall communicate deficiencies, if any,

to the Contractor within 10 days from the date of receipt of first master plan. The Contractor shall modify draft accordingly and submit his first modified draft master plan within a period of 20 days, thereafter.

- iv) The committee shall again examine the first modified draft master plan, seek opinion of the Central Zoo Authority, if required, and shall communicate the suggestions, if any, to the Contractor. The Contractor shall incorporate the suggestions made by the committee.
- v) The Contractor shall submit 10 copies of final modified master plan to the Employer within a period of 30 days from the date of communication of suggestions as per clause 8(iv) above.

9. Mode of payment

- i) 50% of the bid value amounting to Rs_____ would be released in favor of the awardee after final acceptance of the Master Plan by the employer.
- ii) The balance sum would be payable after acceptance of the Master Plan along with Layout Map and associated designs by the Central Zoo Authority, New Delhi.

10. Events of default by the Contractor

- i) Failure to start work immediately after issue of notice by the Employer to proceed with the work.
- ii) Failure to submit 5 copies of first draft master plan containing all requisite information specified in clause 7 supra, along with maps, within 90 days from the date of issue of aforesaid notice.
- iii) Failure to modify draft plan after incorporating suggestions / comments of the committee appointed by the Chief Conservator of Forests (Wildlife), to examine the first draft master Plan and to submit such modified draft master plan within a period of 60 days from the date of aforesaid notice.
- iv) Failure to submit 10 copies of final modified master plan to the Employer, after duly incorporating the suggestions / opinion given by the Committee

as per clause 8(iv) above, within a period of 30 days from the date of communication of suggestions.

11. Termination of Contract

The Contract shall be liable to terminate in the following cases –

- i) If the Contractor fails to submit 5 copies of first draft master plan containing all requisite information specified in clause 7 supra, along with maps, within ____ days from the date of issue of notice by the Employer to proceed with the work.
- ii) If the contractor fails to modify draft plan to the satisfaction of the committee appointed by the Chief Conservator of Forests (Wildlife), Meghalaya to examine the first draft master plan, and to submit such modified draft master plan within a period of ____ days from the date of aforesaid notice.
- iii) If the Contractor fails to submit 10 copies of final modified master plan to the Employer, after duly incorporating the suggestions/opinion given by the Committee as per clause 8 (iv) above from the date of communication of suggestions.

12. Termination payment.

In case of termination of Contract, the performance security shall stand forfeited to the Government. In addition, the Contractor is liable to pay compensation to the Employer in terms of double the sum paid by the Employer to the Contractor, as per clause 9 supra, up to the date of termination of Contract.

13. Dispute resolution

Any dispute difference as controversy of whatever nature, out of or in relation to this Agreement between the parties and so notified in writing by either party to other in the first instance shall be attempted to be resolved amicably by the Chief Conservator of Forests (Wildlife), Meghalaya. If the dispute is not amicably settled within 10 days, between the two, either party may refer the dispute to arbitration in accordance with the provision of clause 14 below.

14. Arbitration

Any dispute which is not resolved amicably as provided in clause 13 shall be finally settled by arbitration under Indian Arbitration & Conciliation Act, 1996. The arbitration shall be by a panel of three arbitrators one to be appointed by each party and the third to be appointed by two arbitrators appointed by the parties. The arbitration proceedings shall be in accordance with the Indian Arbitration and Conciliation Act, 1996. The place of arbitration shall be Shillong.

15. Amendment

No amendment and modification hereto shall be valid and effective unless agreed to by all the parties hereto and evidence in writing.

In witness whereof the Governor of Meghalaya hath caused the Chief Conservator of Forests (Wildlife), Meghalaya, Shillong to hereto set his hands and affix the seal of his office for and on his behalf and the Contractor above named has set his hands and affixed the common seal of the Contractor Company the day and the year first hereinabove written.

SIGNED, SEALED AND DELIVERED BY

For and On behalf of the Governor of Meghalaya

By.....

In the presence of witnessed:-

1.

2.

SIGNED AND DELIVERED BY:-

Shri.

Shri.

The Contractors/above named in the presence of:-

1.

2.

Annexure I

List of sections proposed for display in the Zoo Park

- (i) Ungulate enclosure with moats.
- (ii) Walk through aviaries
- (iii) Butterfly Park
- (iv) Orchidarium
- (v) Nocturnal House to showcase the nocturnal species of the wild preserving nocturnal ambience
- (vi) State- of- art Aquarium
- (vii) Amphibian, turtle and fish ponds showcasing the endemic and endangered fauna among those classes of animals.
- (viii) Deer Safari Park
- (ix) Primate Panaroma – Section displaying the endangered primate species of North-East in natural Zoogeographic setting
- (x) Prehistoric Animal Park
- (xi) Invertebrates Park with special emphasis on endemic Spider Species
- (xii) Pelican Island
- (xiii) Creation of mixed species rotation exhibits replicating Louisville's Zoo rotation concept
- (xiv) Fossorial burrowing species enclosure showcasing such endangered specimens of the category
- (xv) A colorful fairy tale exhibit to elicit emotional connection between visitors and the endangered flag ship species of North East viz Red Panda complete with interactive devices, claymation videos, life size cutouts creating kindgdoms of Red Panda through which the visitor would amble.
- (xvi) Reptile enclosures showcasing endangered herpetes and lizards of North-East India.
- (xvii) One leopard exhibit, clouded leopard exhibit, battery of 10 enclosures for lesser cats and civets, bear enclosure surrounded by wet moat, Sangai deer enclosure surrounded by dry moat
- (xviii) Aquatic bird island.

Annexure II

a) List of Off-exhibit buildings for administrative and residential purposes:

1. Park Director's Office (2-storied) building of 200sq.m plinth area (2 X 200 = 400 sq mtrs)
2. Park Director's Residence 150 sq.m plinth area including wall construction of Veterinary Doctor's residence-120 sq.m plinth area
3. (i) Range officer's quarters 1(one) no. of 100 sq.m plinth area 1 block-6 units
(ii) Foresters' quarter of 2 storied building of plinth 250 sq.m (2 x 250)=500 Sq.m plinth area
(iii) 1 block-6 units Chowkidar, animal attendants' quarter of 2 storied building of plinth 190 sq.m (2x190)=380sq.m.
4. 1 block-6 units Zoo Keepers' quarter of 2 storied building of plinth 190 sq.m (2x190)=380sq.m
5. 1 block-6 units Technicians/Malis etc. quarter of 2 storied building of plinth 190 sq.m (2x190)=380sq.m
6. Animal keeper's change and wash room-100 sq.m.
7. 1 no. First aid center of R.C.C building with CGI sheet roofing complete 80 sq.m
8. 1 no..Store room to serve as godown for Animal feeds etc.-150 sq.m
9. Observation towers.
10. Wireless station

11. Boundary wall
12. Zoo museum over .1 Ha of land
13. Transit camp-200 sq.m
14. Doublet quarter of Zoo Scientist and Horticulturist over
150 Sq Mtrs plinth area(150 X 2 = 300 Sq mtrs)

b) List of support facilities and specifications relating to entrance of Zoo:

1. Construction of splendid, aesthetically pleasing entrance bearing classic architecture having as its backdrop an artificially created waterfall with several colourful fish tumbling down.
2. Construction of visitors' entry lobby just after entrance beaming brief videographic films on the theme and content of the Zoo Park including items on visitor behaviour in the Zoo premises on the wall alongside the visitors' entry route including construction of mini-projector room adjacent to the entry lobby, construction of glossy walls fit for beaming films, etc.
3. Construction of Zoo Commissary over 150 SqMtrs plinth area
4. Creation of a Rescue and Rehabilitation centre by way of constn.of enclosures (10Nos), Barbed wire fencing, overhead water tank, water supply, squeeze cages spread over a total area of .5 Ha of land at off-exhibit area.
5. Construction of Zoo Scientific Observation Centre for studying animal ethology and other characteristics of importance in respect of animals housed in the Zoo for the purpose of submission of data to the Central Zoo Authority annually.
6. Construction of wall separating the Zoo administration and allied offices from the exhibit area

- 7 Construction of Interpretation Centre complete with Store room, school room where school students keep their bags, animal room to accommodate tame animals for demonstration with seating capacity for 100 visitors.
 8. Construction of Zoo library building over plinth area of 200 sq mtrs with artistic finish.
 9. Establishment of Geo-informatics Centre in the Bio-Park over plinth area of 200 sq mtrs with conference hall, air-conditioning, false flooring etc.
- c) **Amenities for Zoo-Park Staff:**
- (i) Development of play ground for children of staff including erection of play devices
 - (ii) Setting up mechanized gym with latest equipment over plinth area of 200 sq mtrs
- d) **Creation of Support facilities for the Bio-Park:**
- (i) Creation of maintenance yard
 - (ii) Creation of quarantine section comprising sub-sections for carnivorous and herbivorous animals respectively
 - (iii) Construction of incinerator with building to house the same

- (iv) Creation of Generator room of 90 sq mtrs plinth area along with generator of 150 KVA capacity installed in it

- (v) Creation of Veterinary facilities: Construction of 2 storied building over 1000 sq mtrs of land comprising necropsy, postmortem room, cooler, storage, isolation, conference and library hall, office reception, pharmacy, surgery, general ward, walk-in-freezer storage for dead specimens, and intensive care area for close control of select patients.

- (vi) Creation of Breeding and Conservation Centre: Creation of necessary infrastructure for the facility viz Barn complex for ungulates, animal food commissary, separate housing for feed animals(rabbit, rat, mice) having facility for temperature, humidity, and light control, building to store equipment:
 - 1 Chain link fence in the perimeter of the facility of not less than 10 ft height to be followed by second animal barrier both the barriers being separated by dry moat
 - 2 Carnivore enclosures
 - 3 Bird rearing facility with incubator-brooder complex, egg candling facility, juvenile holding yard complex complete with perimeter fence and predator lane

- (vii) Zoo Molecular Diagnostics Centre

e) **Zoo Visitors' Facilities**

- 1. Ticket collection Counters (2)
- 2. Rest room facilities for visitors with granite floor walls over an area of

90Sqm. - 4 Units (4 X 90Sqm)

3. Rest room facility for disabled visitor with granite floor & Walls, ramp plinth area - 90Sqm plinth area
4. Picnic Sheds each over plinth area of 30Sqm. (3 units)
5. Parking Bay for visitors for vehicles with retaining wall
7. Wheel chairs facilities for disabled
8. Principal Zoo Restaurant with 200 seating capacity over 250 Sqm.
9. Cafetarias near exhibit areas (2 units) each
10. Zoo gift shop through which visitors exit is routed - 150Sqm.
11. Filter Drinking water supply points (10 units)
12. STD/PCO Booth with computer parlour (2 units)
13. Vending Machine in heavily trafficked spots
14. Sitting benches, Trash bins
14. Garbage collector
15. Cafetarias (2) in different sections of the Zoo each over plinth area of 90 Sqmtrs