


कार्यालय प्रधान मुख्य वन संरक्षक, राजस्थान, जयपुर

क्रमांक : एफ. ()प्रमुखसं/अरण्य भवन/उवस/धौलपुर/929 दिनांक : 10.11.2015

निविदा-सूचना

“वन विहार अभयारण्य”, धौलपुर स्थित वन विहार कोठी संधारण, जीर्णोद्धार एवं विकास के लिए विस्तृत प्रोजेक्ट रिपोर्ट तैयार करने के लिए तथा विकास कार्यों के सम्बन्ध में परामर्शी सेवाएँ प्रदाय करने हेतु मोहरबन्द तकनीकी एवं वित्तीय प्रस्ताव आमंत्रित किये जाते हैं जो कि रुपये 500/- शुल्क जमा कराकर दिनांक 23.11.2015 से दिनांक 08.12.2015 तक कार्यालय समय में इस कार्यालय से क्रय की जा सकती है अथवा विभागीय वैबसाइट से डाउनलोड की जा सकती है । पूर्ण प्रस्ताव, दिनांक 09.12.2015 को सांय 03:00 बजे तक धरोहर राशि रु. 20,000/- पोस्टल आर्डर/बैंकर चैक/डिमाण्ड ड्राफ्ट के रूप में, के साथ जमा करवाये जा सकते हैं । विभागीय वैबसाइट से डाउनलोड करने की स्थिति में राशि रुपये 500/- का शुल्क पोस्टल आर्डर/बैंकर चैक/डिमाण्ड ड्राफ्ट के रूप में जमा कराना होगा ।

तकनीकी प्रस्ताव उसी दिन दिनांक 09.12.2015 को दोपहर बाद 4.00 बजे खोले जायेंगे। RFP में उल्लेखित वांछित समस्त दस्तावेजों के साथ प्रत्येक पृष्ठ पर हस्ताक्षर करके पूर्ण प्रस्ताव प्रस्तुत किये जावें। इस सम्बन्ध में शर्तें एवं विवरण किसी भी कार्य दिवस को निम्न हस्ताक्षरकर्ता के कार्यालय में उपस्थित होकर अथवा विभागीय वैबसाइट <http://www.rajforest.nic.in> पर देख सकते हैं ।


(हंसराज)

उप वन संरक्षक एवं प्रावैधिक सहायक,
प्रधान मुख्य वन संरक्षक,
राजस्थान, जयपुर।

**OFFICE OF THE PRINCIPAL CHIEF CONSERVATOR OF
FOREST (HoFF) RAJASTHAN, JAIPUR**

**Request for Proposal
Regarding Hiring Consultant for Preparation of DPR for
Conservation, Restoration, Renovation and Development
works of Van Vihar Kothi, Dholpur**

Last Date and Time of Submission of Proposal	9 th December at 1500 Hrs
Address for Submission of Proposal	Deputy Conservator of Forests and Technical Assistant to Principal Chief Conservator of Forests (HoFF) Rajasthan, Jaipur
Date and Time of pre-Proposal conference	2 nd December, 2015 at 1100 Hrs
Venue of pre-Proposal conference	Committee Room, First Floor, A- Block, Aranya Bhavan, Jhalana Institutional Area, Jaipur-302004
Date, Time and Venue for opening of Technical Proposals	1600 Hrs of 9 th December, Committee Room, First Floor, A- Block, Aranya Bhavan, Jhalana Institutional Area, Jaipur-302004

Price of the RFP document Rs.500/- only

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Section 1: Notice Inviting Bids (NIB)

1. The Deputy Conservator of Forests and Technical Assistant (DCF and TA) to Principal Chief Conservator of Forests (HoFF) Rajasthan, Jaipur invites proposals from experienced organizations (Institutions /Agencies/ Societies/ Companies/Architects, Firms, etc.), registered in India, for hiring consultant to prepare a Detailed Project Report (DPR) for conservation, restoration, renovation and development works of Van Vihar Kothi, Dholpur, Rajasthan and supervisory consultancy during work.
2. Organization shall be selected under Quality-cum Cost-Based Selection (QCBS) process to prepare Detailed Project Report (DPR) for above said works, as per provisions of The Rajasthan Transparency Public Procurement Act, 2012 and the Rules formulated therein. The process and procedures for selection are described in the Request for Proposal (RFP).
3. The organization shall be disqualified if found at any time that –
 - a. Bids not received in stipulated format or within the stipulated time.
 - b. The information submitted concerning the qualifications of the bidders was false or constituted a misrepresentation; or
 - c. The information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete.
4. The Deputy Conservator of Forests and Technical Assistant to Principal Chief Conservator of Forests (HoFF) Rajasthan, Jaipur reserves the right to accept / reject any or all the Proposals of the Respondents in whole or part without assigning any reasons.
5. Organizations may associate to form joint venture/consortium to enhance their qualifications in which case they must explicitly indicate their nature of association.
6. The services are expected for a period of two years which may be extended if required by the client.
7. Cost of the RFP documents Rs. 500/- which may be purchased from Technical Assistant to Principal Chief Conservator of Forests (HoFF) Rajasthan, Jaipur-302004, Tel. No. 0141-2713814 The complete Bid Documents may also be downloaded from the website www.rajforest.nic.in. In case the Bid Document is downloaded from the website, the cost of document is to be paid in cash at the office of The Deputy Conservator of Forests and Technical Assistant to Principal Chief Conservator of Forests (HoFF) Rajasthan, Jaipur or by enclosing DD in favour of The Deputy Conservator of Forests and Technical Assistant to Principal Chief Conservator of Forests (HoFF) Rajasthan, Jaipur payable at Jaipur. Any bid submitted without the payment of price of the Bid Document shall be rejected.

8. Tender Schedule:

A	Period of issue of RFP document	During office hours on workdays from 23 rd November 2015 to 8 th December 2015.
B	Last date and time of submission of Proposal (Technical and Financial)	1500 hrs of 9 th December 2015
C	Address for Submission of Proposal	The Deputy Conservator of Forests and Technical Assistant to Principal Chief Conservator of Forests (HoFF), Rajasthan, Jaipur
D	Date and time of pre-Proposal Conference	2 nd December 2015 at 11.00 AM
E	Venue of pre-Proposal Conference	Committee Room, First Floor, Aranya Bhavan, Jhalana Institutional Area, Jaipur.
F	Date, Time and Place for opening of Technical Proposals	1600 hrs of 9 th December 2015, The Deputy Conservator of Forests and Technical Assistant to Principal Chief Conservator of Forests (HoFF) Rajasthan, Jaipur Committee Room, First Floor, Aranya Bhavan, Jhalana Institutional Area, Jaipur-302004

Section II: Instructions to Bidder

1. Important Instruction:

The Law relating to procurement, “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the Act] and the “Rajasthan Public Procurement Rules, 2013” [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.raj.nic.in> Therefore, the organizations are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the procurement process. The procurement of services through this would be carried out as per the provisions of the Act, the rules and the instructions/ guidelines issued by Government of Rajasthan under the Act and the Rules. Care has been taken to ensure that the Request for Proposal Document is consistent with the provisions of the Act and the Rules. If there is any discrepancy between the provisions of the Act and the Rules and this Request for Proposal Document, the provisions of the Act and the Rules shall prevail.

Definitions			
S. No.	Particulars	Clause	Description
1.1		1.1.1	“Act” means The Rajasthan Transparency in Public Procurement Act, 2012
		1.1.2	“Rules” means The Rajasthan Transparency in Public Procurement Rules, 2013 including any directions/guidelines issued under the Rajasthan Transparency Public Procurement Act, 2012 and The Rajasthan Transparency in Public Procurement Rules, 2013 by the Government of Rajasthan.
		1.1.3	“Applicable Law” means the laws and any other instruments having the force of law in the State of Rajasthan.
		1.1.4	“Client” means the Procuring Entity, The Deputy Conservator of Forests and Technical Assistant to Principal Chief Conservator of Forests (HoFF) Rajasthan, Jaipur with which the selected Organization signs the contract for the Services.
		1.1.5	“RFP” means Request for Proposal, prepared by the Client for the selection of the Organization.
		1.1.6	“Competent Authority” means The Deputy Conservator of Forests and Technical Assistant to Principal Chief Conservator of Forests (HoFF) Rajasthan, Jaipur
		1.1.7	“Committee” means committee constituted by client or his superiors for evaluation of Technical and Financial Proposals.
		1.1.8	“Organization” means the Bidder that may be any individual/ private or public entity and that will provide the Services to the Client under the Contract.
		1.1.9	“Contract Price” means the price payable to the Organization hired by the client under the Contract for the complete and proper performance of its contractual obligations.
		1.1.10	“Contract” means the Contract signed by the parties and all the attached documents and the appendices.
		1.1.11	“Day” means Calendar day.
		1.1.12	“Effective date” means the date on which the contract comes into force and effect.
		1.1.13	“GCC” means General Conditions of Contract.
		1.1.14	“SCC” means Special Conditions of Contract.
		1.1.15	“ITC” means Instructions to Organization, the document which

			provides information needed to prepare the proposals.
		1.1.16	“NIB” means Notice Inviting Bid, which is a document published by the procuring entity inviting bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting bid and request for proposal.
		1.1.17	“Government” means Government of Rajasthan.
		1.1.18	“Member” means any of the entities that make up the joint venture / consortium / association, in relation to responding to this RFP.
		1.1.19	“DCF and TA means Deputy Conservator of Forest and Technical Assistant to Principal Chief Conservator of Forests (HoFF) Rajasthan, Jaipur
		1.1.20	“Personnel” means professional and support staff provided by the Organization or by any sub-Organization and assign to perform the services or any part, thereof.
		1.1.21	“Proposal” means the technical proposal and the Financial Proposal submitted by the Organization.
		1.1.22	“SOW” means Scope of Work for the Organization.
		1.1.23	“TOR” means Terms of Reference, the document included in the RFP which explains the objective’s, Scope of Work, Activities, Tasks to be performed, respective Responsibilities of the Client and the Organization and expected Results and deliverable of the assignment.
		1.1.24	“Services” means the preparation of Detailed Project Report (DPR) for conservation, restoration, renovation and development work of Van Vihar Kothi, Dholpur and supervisory consultancy on work during execution.
		1.1.25	“Third Party” means any person or entity other than the Government.
		1.1.28	“Joint Venture” means an Organization which comprises of two or more Partners each of which will be jointly and severally liable to the Client for all the obligations under the Contract.
		1.1.29	“Local Currency” means the currency of the Client’s Country (Indian National Rupees).
		1.1.30	“Partner” means any of the entities that make up the Joint Venture; and “Partners” means all these entities.
		1.1.31	“Party” means the Client or the Organization, as the case may be, and “Parties” means both of them.
		1.1.32	“In writing” means communicated in written form with proof of receipt.
		1.1.33	“Bid” means a formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation;
		1.1.34	“Bidder” means any Organization participating in a procurement process with a procuring entity;
		1.1.35	“Bidding Documents” means documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid;
		1.1.36	“Bid Security” means a security provided to the procuring entity by a bidder for securing the fulfillment of any obligation in terms of the provisions of the bidding documents;
		1.1.37	“BDS” means Bid Data Sheet, such part of the instructions to organizations used to reflect specific assignment conditions.
		1.1.38	“Procurement” or “Public Procurement” means the acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an Organization with which a contract for procurement services is entered into, but does

			not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly;
		1.1.39	“Procurement Contract” means a contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement;
		1.1.40	“Procurement Process” means the process of procurement extending from the issue of invitation to pre-qualify or to register or to bid till the award of the procurement contract or cancellation of the procurement process, as the case may be;
		1.1.41	“Subject Matter of procurement” means any item of procurement whether in the form of goods, services or works;
		1.1.42	“Competent Authority” means an authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement;

2.Introduction

No.	Particulars	Clause	Description
2.1		2.1.1	The Client named in the Bid Data Sheet will select an Organization in accordance with the method of selection specified in the Bid Data Sheet.
		2.1.2	The organizations are invited to submit a Technical Proposal and a Financial Proposal as specified in the Bid Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Organization.
		2.1.3	Organizations should familiarize themselves with local conditions and architectural research components while preparing the Proposals. To obtain first-hand information on the assignment and local conditions, Organizations are encouraged to visit the Client before submitting a proposal and to attend a pre-bid conference if one is specified in the Bid Data Sheet. Attending the pre-bid conference is optional. Organizations should contact the Client’s representative named in the Bid Data Sheet to arrange for their visit or to obtain additional information on the pre-bid conference. Organizations should ensure that the office is informed of the visit in advance so that appropriate arrangements are made.
		2.1.4	Organizations shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award without assigning any reason and without thereby incurring any liability to the Organizations.

3.Conflict of Interest, etc.

S.No.	Particulars	Clause	Description
3.1		3.1.1	In addition to the provisions of Rule 81, the Procuring Entity requires that Organizations provide professional, objective, and impartial advice and at all times hold the Client’s interest paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The Organization shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of the Procuring Entity. Without limitation on the generality of the foregoing, Organization and any of their affiliates, shall be considered to have a conflict of interest and shall not be hired, under any of the circumstances set forth below:

	Conflicting Assignments	3.1.1.2	Organization (including its Personnel and sub-Organizations) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Organization to be executed for the same or for another Client. For example, an Organization hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and an Organization assisting a Client in the privatization of public assets shall not purchase, nor advice purchasers of such assets. Similarly, an Organization hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.
	Conflicting relationships	3.1.1.3	An Organization (including its Personnel and sub-Organizations) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract.
		3.1.2	Organizations have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Organization or the termination of its Contract.
		3.1.3	Current employees of the state govt. of Rajasthan shall not work as employee of the Organization. Recruiting former employees of the Client to work for their former organization is acceptable subject to compliance of requirements of respective service rules and provided no conflict of interest exists. When the Organization nominates any serving government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Organization as part of his technical proposal.
	Code of Integrity	3.1.4.1	<p>The Organizations and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process.</p> <p>Any person participating in the procurement process shall,</p> <ul style="list-style-type: none"> (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process; (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation; (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process; (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process; (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process; (f) not obstruct any investigation or audit of a procurement process;

			(g) Disclose conflict of interest, if any.
	Breach of Code of Integrity by the Bidder	3.1.4.2	The Procuring Entity shall, notwithstanding anything to the contrary contained in this RFP, reject a Proposal without being liable in any manner whatsoever to the Organization, if it determines that the Organization has, directly or indirectly or through an agent, engaged in any corrupt, fraudulent, coercive, undesirable or restrictive practices in the Selection Process. In such an event, the Procuring Entity shall, without prejudice to its any other rights or remedies under section 11(3), 46 and Chapter IV of the Act, forfeit and appropriate the Bid Security or any other Security as genuine pre-estimated compensation and damages payable to the Procuring Entity for, inter alia, time, cost and effort of the Procuring Entity in regard to the bid, including consideration and evaluation of such Organization's Proposal.
3.2	Eligibility	3.2.1	An Organization may be a natural person, private Entity, government-owned Entity or, where permitted in the Bidding document, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture [JV], Consortium or Association. In the case of a Joint Venture, Consortium or Association: -all parties to the Joint Venture, Consortium or Association shall sign the Bid and they shall be jointly and severally liable; and a Joint Venture, Consortium or Association shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the Joint Venture, Consortium or Association during the Bidding process. In the event the Bid of Joint Venture, Consortium or Association is accepted, either they shall form a registered Joint Venture, Consortium or Association as company/ firm or otherwise all the parties to Joint Venture, Consortium or Association shall sign the Agreement.
		3.2.2	An Organization, and all parties constituting the Organization, should be registered in India.
		3.2.3	A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.
		3.2.4	An Organization shall not be eligible to apply for this Services Contract in case it has been debarred by Government of Rajasthan or the Procuring Entity under section 46 of the Act, and such a directive is in effect at the time of the submission of this Proposal.
3.3	Precondition for applying	3.3.	<p>The organization should have been in operations for at least last three years with the proof of incorporation/ commencement of business. The average annual financial turnover of last three years should be at least 50 lakhs.</p> <p>In case of a company, Registration Certificate issued by Registrar of Companies along with Memorandum of Association (MOA) and Article of Association (AOA) should be submitted.</p> <p>In case of a society, cooperative society, Registration Certificate issued under Societies Registration Act, Cooperative Societies Act along with copy of bye laws be submitted. In case of a partnership firm, Registration Certificate issued by Registrar of Firms along with power of attorney in favour of one partner duly signed by all the partners of the firm.</p> <p>In case of architects, Registration number of Council of Architects should be submitted.</p> <p>Any other equivalent document in case of any other registered entity. VAT Registration Certificate, Service Tax Registration Certificate in the name of the Organization.</p>

3.4	Eligibility of sub-Organizations	3.4	In case an Organization intends to associate with other Organizations and/or individual expert(s), such other Organizations and/or individual expert(s) shall be subject to the eligibility criteria set forth in this document.
3.5	Only one Proposal	3.5	Organizations (including the individual members of any joint venture) shall submit only one proposal either in its own name or as a part of a Joint Venture. If an Organization submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same sub-Organization, including individual experts, in more than one proposal.
3.6	Proposal Validity	3.6	The Bid Data Sheet indicates how long Organization's Proposals may remain valid after the last date of submission of Proposals. During this period, Organizations shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise; however, the Client may request Organizations to extend the validity period of their proposals. Organizations who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Organizations could submit new staff in replacement, which would be considered in the final evaluation for contract award. Organizations who do not agree have the right to refuse to extend the validity of their Proposals.
3.7	Bid Securing Declaration/ Bid Security	3.7	<p>Every Organization shall have to enclose with its Proposal, a Bid Securing Declaration in the specified format given in Bidding Forms [Section IV, Bidding Forms] to the effect that in the event of the Organization withdraws its Proposal after the deadline for submission of Proposals, or does not furnish Performance Security or sign the Agreement after being declared as successful Organization, it shall be debarred by the Client from taking part in any procurement process undertaken by the Client in three years from the date of debarment. Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security in Indian Rupees in original form and the amount specified in the BDS.</p> <p>Bid Security shall be 2% of the estimated value of subject matter of procurement put to Bid or as specified by the State Government.</p> <p>The Bid Security may be given in the form a banker's cheque or demand draft or bank guarantee of a Scheduled Indian Bank [to be confirmed by bank], in specified format.</p> <p>For the Bid Securing Declaration the Bidder shall use the form included in Section IV, Bidding Forms. Bid Security instrument or cash receipt of Bid Security or a Bid securing declaration shall necessarily accompany the sealed Bid. Any Bid not accompanied by Bid Security or Bid Securing Declaration, if not exempted, shall be liable to be rejected.</p>

4. Clarification and Amendment of RFP Documents

S. No.	Particulars	Clause	Description
4.1	General	4.1.1	Organizations may request a clarification of any of the RFP Documents up to the number of days indicated in the Bid Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Bid Data Sheet. The Client will respond in writing, or by standard electronic

			means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all shortlisted Organizations. Should the Client deem it necessary to amend the Bid Documents as a result of a clarification, it shall do so following the procedure under clause 4.1.2.
		4.1.2	<p>i. At any time before the submission of Proposals, the Client may amend the RFP Documents by issuing an addendum in writing or by standard electronic means. The addendum shall be uploaded on the State Public Procurement Portal (http://sppp.raj.nic.in) and the Procuring Entity's web site www.rajforest.nic.in</p> <p>ii. The Organizations may submit a modified proposal to take into account the amendment of RFP, prior to deadline for submission of proposals.</p>
5.Preparation of Proposals			
S. No.	Particulars	Clause	Description
5.1	General	5.1.1	The Proposal, as well as all related correspondence exchanged by the Organizations and the Client, shall be written in the language (s) specified in the Bid Data Sheet.
		5.1.2	In preparing their Proposal, Organizations are expected to examine in detail the RFP document.
		5.1.3	<p>While preparing the Technical Proposal, Organizations must give particular attention to the following:</p> <p>i. If an Organization considers that it may enhance its expertise for the assignment by associating with other Organizations in a joint venture or sub-consultancy, it may do so if indicated in the Bid Data Sheet. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture. A maximum consortium of 05 members will be allowed by the Procuring Entity.</p> <p>ii. Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.</p> <p>iii. Documents to be issued by the Organizations as part of this assignment must be in the language(s) specified in the Bid Data Sheet. If it indicates two languages, the language in which the proposal of the successful Organization will be submitted shall govern for the purpose of interpretation. It is desirable that the firm's Personnel have a working knowledge of the Client's national language.</p>
5.2	Technical Proposal, Format and Content	5.2.1	The Bid Data Sheet indicates the format of the Technical Proposal to be submitted. The Organization is required to submit a complete Technical Proposal. Submission of an incomplete Technical Proposal shall result in the Proposal being deemed non-responsive.
		5.2.1.1	<p>The Technical Proposal shall include:</p> <p>Brief description of the Organization's structure and an outline of recent experience (approximately 10 relevant assignments executed in the last three years) of the Organization and, in the case of joint venture, for each partner, on assignments of a similar nature is required irrelevant forms. For each assignment, the outline should indicate the names of Sub-Organizations / Professional staff</p>

			who participated, duration of the assignment, contract amount, and Organization's involvement. Information should be provided only for those assignments for which the Organization was legally contracted by the client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Organization, or that of the Organization's associates, but can be claimed by the Professional staff themselves in their CVs. Organizations should be prepared to substantiate the claimed experience if so requested by the Client.
		5.2.1.2	Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities.
		5.2.2.3	A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule.
		5.2.2.4	The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks with time input be provided.
		5.2.2.6	CVs of the Professional staff shall be signed by the staff themselves and countersigned by the Organization.
		5.2.2.7	The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information will be declared as non-responsive.
5.3	Financial proposal	5.3.1	The Financial Proposal shall be prepared using the attached Bidding Forms. It shall list all costs associated with the assignment. It should be duly signed by the applicants authorized representative. The financial proposal shall clearly indicate the total cost of consultancy in both figures and words. In the event of any difference between figures and words the amount indicated in words shall prevail.
5.4	Currencies of Proposal and Payments	5.4	The Prices shall be quoted by the Organizations in Indian Rupees and all payments shall be made in Indian Rupees.
5.5		5.5	The Organization and its Sub-Organizations and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Bid Data Sheet. Information on taxes is provided in the Bid Data Sheet.
6.Submission, Receipt and Opening of Proposals			
S.No	Particulars	Clauses	Description
6.1	Submission, Receipt and Opening of Proposals	6.1.1	The original proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Organizations themselves. The person who signed the proposal must sign such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the prescribed formats.

		6.1.2	The Organization or a person authorized by the Organizations shall sign all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. The signed Proposal shall be marked Original and its copies marked Copy as appropriate. The number of copies is indicated in the Bid Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
		6.1.3	The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal". Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "Financial Proposal", followed by the name of the assignment. These envelopes containing the Technical and Financial Proposals shall then be placed in a single outer envelope and sealed. This envelope shall bear the submission address and name and address of applicant. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive
		6.1.4	The Proposal or its modification must be sent by hand or by post to the address/addresses indicated in the Bid Data Sheet and received by the Client not later than the time and the date indicated in the Bid Data Sheet, or any extension to the date. The proposal submitted by fax, telex or e-mail shall not be entertained.
		6.1.5	The Client shall open the Technical Proposal at the time and place indicated in the Bid Data Sheet
		6.1.6	The Client's Proposals opening committee shall conduct the opening of the Technical Proposals in the presence of the Organizations or their authorized representatives who choose to attend on the opening date, time and the address as stated in the Bid Data Sheet. The envelopes with the Financial Proposal shall remain sealed, shall be securely stored and opened at later date
		6.1.7	At the opening of the Technical Proposals the following shall be read out: (i) the name and address of the

			Organization or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the addresses of all members; (ii) the presence or absence of Proposal Document price, if any, Bid Securing Declaration, Proposal processing fee or user charges, if any (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate.
7.Proposals Evaluation			
S.No	Particulars		Description
7.1	General	7.1	From the time the Proposals are opened to the time the Contract is awarded, the Organizations should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Organizations to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Organization's Proposal. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Organization wishes to contact the Client on any matter related to the selection process, it should do so only in writing. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
7.2	Evaluation of Technical Proposals	7.2	The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in the Bid Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Bid Data Sheet. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
7.3	Public Opening and Evaluation of Financial Proposals (for QCBS, FBS, and LCS methods)	7.3.1	After the technical evaluation is completed, the Client shall inform those Organizations whose Technical Proposals did not meet the minimum qualifying technical score and shall provide information relating to the Organization's overall technical score, as well as scores obtained for each criterion and sub-criterion) or were considered non-responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing those Organizations that

			have secured the minimum overall technical score and inform them the date, time and location for opening the Financial Proposals. The result of the technical evaluation shall also be placed on the State Public Procurement Portal. The opening date should allow Organizations sufficient time to make arrangements for attending the opening. The Organization's attendance at the opening of the Financial Proposals (in person, or online, if such option is indicated in the Bid Data Sheet) is optional and is at the Organization's choice.
		7.3.2	The Financial Proposals shall be opened by a committee constituted by the Client for this purpose in presence of those Organizations or their authorized representatives whose proposals have passed the minimum technical score. At the opening, the names of the Organizations, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. The Organizations or their representatives who are present at the opening of the Proposals and the members of the Proposals opening Committee shall sign the record.
	Correction of errors	7.3.3	Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections shall be made to the Financial Proposal.
7.4	Evaluation Quality cum-Cost-Based Selection (QCBS)	7.4	In this case of Quality-cum-Cost-Based Selection (QCBS), the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Bid Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores, S, using the weights (Tw = the weight given to the Technical Proposal; Fw = the weight given to the Financial Proposal; Tw + Fw = 1) indicated in the Bid Data Sheet: $S = St \times Tw + Sf \times Fw$. The firm achieving the highest combined technical and financial score shall be invited for negotiations.
8. Negotiations and Clarifications			
S.No.	Particulars		Description
8.1	General	8.1.1	The negotiations will be held at the date and address indicated in the Bid Data Sheet with the Organization or its representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Organization.
		8.1.2	The Client shall prepare minutes of negotiations that are signed by the Client and the Organization or its authorized representative.
8.3	Technical negotiations or	8.3.1	The negotiations include discussions on the Terms of Reference (TORs), the proposed methodology, the Client's

	clarifications		inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
8.4	Financial negotiations or clarifications	8.4.1	The negotiations include the clarification of the Organization’s tax liability in India and how it should be reflected in the Contract.
		8.4.2	If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.
8.5	Conclusion of the negotiations	8.5.1	The negotiations will conclude with a review of the finalised draft Contract. To complete negotiations the Client and the Organization will sign the agreed Contract.

9. Award of Contract

S.No	Particulars		Description
9.1	Award of Contract	9.1.1	After completing negotiations and clarifications and prior to the expiration of the period of validity of the Proposal, the Procuring Entity shall inform the successful Organization in writing, by registered post or email, that it’s Proposal has been accepted. If the issuance of formal Letter of Acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the Organization. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the Organization given in the Proposal. In the written intimation of acceptance of its Proposal sent to the successful Organization, it shall also be asked to execute an agreement in the format given in the RFP on a non judicial stamp of requisite value at his/her cost and deposit the amount of Performance Security or a Performance Security Declaration, if applicable, within a period specified in the Bid Data Sheet or where the period is not specified in the Bid Data Sheet, then within fifteen days from the date on which the LOA or LOI is dispatched to the successful Organization. Client shall promptly notify all Organizations who have submitted proposals about the acceptance of the successful offer and also place this information on the State Public Procurement Portal.
		9.1.2	If the Organization, who’s Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration within the specified time period, the Procuring

			Entity shall take action against the successful Organization as per the provisions of the Act and the Rules. The Procuring Entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates and conditions of successful Organization, to the Organization with next lowest or most advantageous responsive Proposal.
		9.1.3	The Organization is expected to commence the assignment on the date and at the location specified in the Bid Data Sheet.
9.2	Performance Security	9.2.1	Performance Security shall be solicited from the successful Organization except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them. The amount of Performance Security shall be five percent, or as specified in the Bid Data Sheet, of the amount of the Contract. The Organization shall deliver the Performance Security to the Procuring Entity within 15 days or such other time period as specified in the Bid Data Sheet, after issue of the Letter of Award.
		9.2.2	Performance Security shall be furnished in Bank Draft or Banker's Cheque of a Scheduled Bank in India. It should be in favour of Deputy Conservator of Forests and Technical Assistant to Principal Chief Conservator of Forests (HoFF) Rajasthan, Jaipur
		9.2.3	<p>Forfeiture of Performance Security :Amount of Performance Security in full or part may be forfeited in the following cases :-</p> <ol style="list-style-type: none"> when the Organization does not execute the agreement within the specified time; after issue of letter of acceptance of offer; or when the Organization fails to commence the Services as per Letter of Award within the time specified; or when the Organization fails to complete the Services satisfactorily within the time specified; or when any terms and conditions of the contract is breached; or to adjust any accepted dues against the Organization from any other contract with the Procuring Entity; or If the Organization breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules. Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Client in this regard shall be final.

9.3	Payments	9.3	All payments shall be made in Indian Rupees unless otherwise specified in Bid Data Sheet.
9.4	Schedule of Payments	9.4	Schedule of payment - as per Bid Data Sheet.
10. Confidentiality			
No.	Particulars	Clause	Description
10.	Confidentiality	10.1	In addition to the restrictions specified in section 49 of the Act and Rule 77 of the Rules, all information contained in this RFP should be treated as commercially confidential and the Organizations are required to limit dissemination on a need-to-know basis. Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Organizations who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Organization of confidential information related to the process may result in the rejection of its Proposal.
11. Grievance Redressal during Procurement Process.			
S.No	Particulars	Clause	Description
11.	Grievance Redressal	11.1	Any grievance of a Organization pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the BDS, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules.

2. Procedure of Appeals

1) Filing an appeal

- If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority as specified within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
- Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:
- Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.
- The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the receipt of appeal.

- If the officer designated under Para (1) fails to dispose off the appeal filed within the specified period. or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in this behalf within fifteen days from the expiry of the period specified above or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-
 - a. Determination of need of procurement;
 - b. Provisions limiting participation of Bidders in the Bid process;
 - c. The decision of whether or not to enter into negotiations;
 - d. Cancellation of a procurement process;
 - e. Applicability of the provisions of confidentiality.

2) Form of Appeal

- a. An appeal shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

3) Fee for filing an Appeal

- a. Fee for first appeal shall be Rupees five hundred and for second appeal shall be Rupees one thousand, which shall be non-refundable.
- b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

4) Procedure for disposal of Appeal

- a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
 - i. hear all the parties to appeal present before him; and
 - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - iii. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- c. The order passed on appeals shall also be placed on the State Public Procurement Portal.

FORM OF APPEAL

[See rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No.of

Before the (First / Second Appellate Authority)

1. Particulars of Appellant:

2. Name of the Appellant:
3. Official address, if any:
4. Residential address:

5. Name and address of the respondent(s):

6. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of

The Procuring Entity in contravention to the provisions of the Act by which the Appellant is aggrieved:

7. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
8. Number of affidavits and documents enclosed with the Appeal:
9. Grounds of Appeal:

.....
.....
.....
..... (Supported by an affidavit)

Prayer:

.....
.....
.....

Place

Date

Appellant's Signature

Section III: Bid Data Sheet

Instruction to Bidders Clause Reference	
2.1.1	The Procuring entity (Client): The Deputy Conservator of Forests and Technical Assistant to Principal Chief Conservator of Forests (HoFF) Rajasthan, Jaipur, Telephone No. 0141-2713814, email Address: hansraj.fst@gamil.com Method of Selection: Open Competitive Bidding – Quality cum Cost Based Selection (QCBS)
2.1.2	Financial Proposal to be submitted together with Technical Proposal ; Yes Name of the Assignment is: Preparation of detailed project report (DPR) for Conservation, Restoration, Renovation and Development works of Van Vihar Kothi, Dholpur and supervisory consultancy during work execution.
2.1.3	The Pre-Bid conference will be held: Yes The time, venue and date will be 2 nd December, 2015 at 1100 Hrs at Committee Room, First Floor, A- Block, Aranya Bhavan, Jhalana Institutional Area Jaipur. Name and Designation of the client's representative: Additional Principal Chief Conservator of Forests (Eco-tourism), Rajasthan, Jaipur
3.2.1	Whether Joint Ventures, Consortium or Association are permitted to submit proposals : Yes
3.6.	Proposals must remain valid for 90 days after the last date for submission i.e. up to 9 th March, 2016
3.7.	Bid Security shall be Rs 20,000/-
4.1.1	Clarifications may be requested not later than 07 days before the last date of depositing bidding forms For clarification purposes only, the procuring entities (clients) Address is : Attention : Deputy Conservator of Forests and Technical Assistant to Principal Chief Conservator of Forests (HoFF) Rajasthan, Jaipur
5.1.1	Proposals and related correspondence language: English
5.1.3.	Organizations may associate with other Organizations (Yes/No): Yes
	Estimated total cost of the assignment : 10,00,000/- (including service tax, if applicable)
	Organization must submit original reports in English.
5.2.1	The format of the Technical Proposal to be submitted is: Technical Proposal Form-1 to Form- 8
5.5	Amounts payable by the Client to the Organization under the contract to be subject to local taxation : Yes
6.1	Organization must submit the original and two copies of the Technical Proposal, and the original of the Financial Proposal.
6.1.4	Technical and Financial Proposal must reach on or before 1500 hrs of 9 th December 2015 at following address. Deputy Conservator of Forests and Technical Assistant to Principal Chief Conservator of Forests (HoFF) Rajasthan, Jaipur- 302004
6.1.5	Opening of technical proposal –1600 hrs of 9 th December 2015 Place of opening - Committee Room, First Floor, A- Block, Aranya Bhavan, Jhalana Institutional Area, Jaipur-302004
7.2	Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are: (The Client is to choose the required criteria, sub-criteria and assign appropriate points to them as per nature of the assignment)

	The criteria for selection of consultant and marks for various criteria will be as under:-		
	S.No	Criteria	Maximum Marks
	A	Work Experience of Conservation assignments completed	50
	B	Work Experience of handling project of various typologies	30
	C	Work Experience in terms of value of Project handled and completed	20
		Total Marks	100
	<p>The minimum technical score (St) required to pass is: 60 Points.</p> <p>Score sheet shall be prepared by each of the member of the committee individually for all Organizations and the total score averaged out to reach at the final scoring by the committee. For Experience in handling conservation assignment 5 marks will be assigned per completed assignment for a heritage building/ monument/structure or a building over 80 year old. For experience in handling consultancy for project of various typologies 3 marks will be assigned per completed assignment for a comprehensive structural repair and restoration and renovation works including Electrical and Civil works for a heritage building/monument/structure over 80 year old along with adaptive reuse of building. For work experience of terms of value of projects handled and completed 20 marks will be assigned to organizations having turn over for last three year of Rs. 5 crores or above, 10 marks will be assigned to organizations having turn over for last three year of Rs. 2 to 5 crores.</p>		
6.1.6	Financial Proposal will be opened within 15 days of Technical Bid opening		
5.5	<p>a. The Client will indicate : all local identifiable indirect taxes such as sales tax, service tax, VAT, or similar taxes levied on the Contract's invoices.</p> <p>b. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Organization and which taxes are withheld and paid by the Client on behalf of the Organization.</p>		
7.4	<p>The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration. The weights given to the Technical and Financial Proposals are: $T_w = 0.7$, and $F_w = 0.3$</p>		
8.1.1	<p>Expected date and address for contract negotiations: Contract negotiation meeting will be held within 15 days after opening the financial bid. Address: Deputy Conservator of Forests and Technical Assistant to Principal Chief Conservator of Forests (HoFF) Rajasthan, Jaipur Aranya Bhavan, Jhalana Institutional Area, Jaipur-302004</p>		
9.1.1	The time period within which the successful Organization shall have to submit Performance Security and sign the Contract Agreement after issue of LOA /LOI by the Client is : 10 days		
9.1.3	<p>Expected date and location for commencement of consulting services are: <i>(insert)</i> Location: Van Vihar Kothi, Dholpur, Rajasthan</p>		

9.2.1	Whether Performance Security or Performance Security Declaration shall be required from the successful Organization (Yes/ No): Yes If yes, the amount of Performance Security shall be @ 5 % of the Contract amount.		
9.3.1	The currency(s) of payment in Indian Rupees		
9.4	The schedule of Payments shall be as follows: (An indicative pattern is given below)		
	No	Report/Activity	Amount
	1	Submission of comprehensive draft report and drawings etc.	40% of total contract amount.
	2	Submission of final report and final drawing etc. (Five hard copies & soft copy).	20% of total contract amount.
	3	On completion of one year work regarding restoration and renovation work (The consultant will provide consultancy to the department/ agency during the execution of restoration and renovation work. Consultant or his representative will visit the site at least once in two month during execution period and provide necessary guidance and consultancy)	20% of total contract amount.
	4	On completion of the final restoration and renovation work (The consultant will provide consultancy to the department/ agency doing the renovation work. Consultant or his representative will visit the site at least twice a month during execution period and provide necessary guidance and consultancy)	Remaining contract amount after adjusting any advances/ recovery/ excess payments made earlier.
11.1	The Designation and Address of the First Appellate Authority is : Competent authority declared by administrative department Address: Additional Principal Chief Conservator of Forest (Head Quarter) Office of the Principal Chief Conservator of Forest (HoFF) Rajasthan Jaipur. The Designation and Address of the Second Appellate Authority is: Authority declared by Department of Forests, Government of Rajasthan, Jaipur.		

Section IV: Bidding Forms

TECHNICAL PROPOSAL

Form-1

Letter of Proposal

(On Organization's letter head)

(Date and Reference)

To,

The Deputy Conservator of Forests and
Technical Assistant to Principal Chief Conservator of Forests (HoFF)
Rajasthan, Jaipur

Sub: Request for proposal for conservation, restoration, renovation and development works for Van Vihar Kothi, Dholpur.

Dear Sir,

With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for the Preparation of a Detailed Project Report (DPR) for conservation, restoration, renovation and development works for Van Vihar Kothi, Dholpur.

We hereby undertake as follows:

1. All information provided in the Proposal and in the Forms attached is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. I/We shall make available to client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We certify that in the last three years, we or any of our Associate have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
4. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by client.
5. I/We do not have any conflict of interest in accordance with Clause 3.1 of the RFP Document;
6. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of tender or request for any proposal issued by or any agreement entered into with client or any other public sector enterprise or any government, Central or State.
7. The Proposal is unconditional .
8. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Organization)

Form 2
Particulars of the organization
(On Organization's letter head)

1. Applicant Details

Name of Organization :
Legal status (e.g. incorporated private company/registered firm):
Country of incorporation/registration: Registered address:
Year of Incorporation/registration:
Year of commencement of business:
Principal place of business:

2. Name, designation, address and phone numbers of authorised signatory of the organization

Name:
Designation:
Company:
Address:
Phone No.:
Fax No. :
E-mail address:

Note: The Organization must submit the document establishing the legal status along with this Form. The document required would be as follows:

- a) Copy of either the Sales/VAT/Service tax or IT returns for the last two financial years, in case of a sole proprietorship firm;
- b) Copy of income tax returns for the last 3 (three) financial years or registration certificate under the registrar of firms and the partnership deed executed between the partners, in case of a partnership firm;
- c) Copy of the certificate of incorporation and Memorandum of Association & Articles of Association in case of a Company;
- d) Copy of registration certificate from the Registrar of the State for Trusts and the registered trust deed, in case of a trust;
- e) Copy of registration certificate from the Registrar of the State for Societies, in case of society;
- f) Copy of registration certificate from the Registrar of the State, in case of Co-operative Societies.

Form 3
(On the Letterhead of the Independent Auditor / Statutory Auditor)

Financial Capacity of the Applicant

Certificate from Chartered Accountant

This is to certify that (name of the Organization) has a turnover in the last three financial years as shown in the table above.

(Signature, name and membership no. of auditor)

Name of the audit firm:

Seal of the audit firm :

Date:

Firm Registration No.:

S. No	Financial Year	Turnover (in Rs.)
1.	2013-14	
2.	2012-13	
3.	2011-12	

Note:- The Organization should have a minimum average turnover for the last three year of Rs. 1.5 crores.

Form-4
Abstract of Eligible Assignments of the Organization

S.No.	Name of Project	Name of Client	Date of Commencement	Date of Completion	Professional Fees for the Assignment	Salient features of the assignment
1	2	3	4	5	6	7
1						
2						
3						
4						

Note:

- a) The Organization shall provide details of only those Eligible Assignments that have been undertaken by it under its own name.
- b) The names and chronology of Eligible Assignments included here should conform to the assignment- wise details submitted in other forms.
- c) Along with the above format and information, the Bidders are required to submit following documentary evidences for proof of the same:
 - i. Copy of the completion certificate from the respective Client. In case, completion certificate is not readily available, this would need to be submitted by the selected consultant prior to signing of the agreement
 - ii. Copy of the Work Order from the respective Client

Form-5
Eligible Assignments of Organization

Name of Organization:

Name of the Assignment:

Location :

Description of services performed by the Organization firm:

Name of client and Address (Indicate whether public or private entity):

Names of the associated firms, if any and role of Organization (Team lead/ Team Member)

Name of the Team leader associated with the assignment

Cost of the Project (in Rs. lakhs):

Start date and finish date of the services(month/ year):

Brief Description of the Project:

Notes:

1. Use separate sheet for each Assignment.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.
3. Only those assignments where the Applicant was the Sole firm or the Lead member in a consortium shall be considered.

Form 6
Particulars of Team coordinator/ Team members and other personnel

S.No.	Key Personnel Position	Name	Educational Qualification	Length of Professional Experience	Length of Professional experience in conservation works
1	2	3	4	5	6

Note:

1. Please indicate Team Leader/ Team members for the Project
2. No alternative proposal for any of the Key Personnel should be made and only one CV for each position should be proposed.

Form-7
Curriculum Vitae (CV) of Team coordinator/ Team members and other Personnel

1. Proposed Position:
 2. Name of Personnel:
 3. Date of Birth:
 4. Nationality:
 5. Educational Qualifications:
 6. Employment Record: (Starting with present position, list in reverse order every employment held.)
 7. List of projects on which the Personnel has worked
- Name of the Assignment
- Description of responsibilities

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describe myself, my qualifications and my experience.

(Signature and name of Personnel)

Date: _____

Place: _____

(Signature and name of the authorized
signatory of the Applicant)

Notes:

1. Use separate form for each Key Personnel
2. The CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Applicant firm along with the seal of the firm.

Form-8

Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. It would also need to highlight any innovative ideas and specify/suggest any unique value addition that may be used for the implementation of the Project. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

The Applicant will also separately submit the manpower deployment plan proposed during the construction supervision phase.

Financial Proposal Standard Forms

{Notes to Organization shown in brackets { } provide guidance to the Organization to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section II, Instructions to Organizations .

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date }

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [inserttitle of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s)} {Insert amount(s) in words and figures}, [Insert “including”] of all indirect local taxes {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 3.6of the Bid Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

In the capacity of:

Address:

E-mail:

{For a joint venture, either all members shall sign or only the lead member/Organization, in which case the power of attorney to sign on behalf of all members shall be attached}

Form FIN-2:

Summary of Costs

(This format must be kept in a separate sealed envelope clearly marked as “Financial Proposal”)

Single price should be quoted for providing services as per the requirement and conditions listed in this RFP.

Name of the Organization:.....

(Note: Please quote single price for all the activities to be carried out for preparation of Detailed Project Report (DPR) for conservation, restoration, renovation and development work of Van Vihar Kothi, Dholpur, Rajasthan

S. No.	Items	Single Price in Indian Rupees
1.	Preparation of detailed project report (DPR) for conservation, restoration, renovation and development work of Van Vihar Kothi, Dholpur, Rajasthan as per Scope of Work with TOR in section VI including Supervisory consultancy on work during execution	
	Taxes (as applicable)	
Total Cost of the Financial Proposal: (Should match the amount in Form FIN-1)		

Date: Signature with Name of the authorised Signatory

Place: Designation

This Amount is inclusive of all taxes, other liabilities and payments that may arise from time to time. The Organization undertakes to claim not more than this amount as charges for providing services as listed out in this RFP.

Signature.....

In the capacity of.....

Duly authorized to sign Proposal for and on behalf of.....

Date..... Place.....

Form of Bid Securing Declaration

Date: [insert date (as day, month and year)]
RFP No.: [insert number of Request for Proposals]

To: [insert complete name of Client (Procuring Entity)]

We, the undersigned, declare that:

We understand that, according to your conditions, bids (Proposals) must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of [Procuring Entity to indicate here the period of time for which the Procuring Entity will declare a Bidder ineligible to be awarded a Contract if the Bid Securing Declaration is to be executed.] starting on the date that we receive a notification from the **Procuring Entity** that our Bid Securing Declaration is executed, if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid;

or

(b) having been notified of the acceptance of its Bid by the *Procuring Entity* during the period of bid validity,

i. fail or refuse to execute the Contract Form, if required,

ii. fail or refuses to furnish the performance security.

iii. do not accept the correction of errors in accordance with the Instructions To Bidders. , or

iv. breach any provision of the Code of Integrity specified in the Instructions To Bidders.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

Signed:

[insert signature of person whose name and capacity are shown]

In the capacity of:

[insert legal capacity of person signing the Bid-Securing Declaration]

Name:

[insert complete name of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of-----

[insert complete name of Bidder]

Dated on----- day of _____[insert date of signing]

Seal of the Firm -----

[To be issued by a Scheduled Bank in India or other Issuer acceptable to the Procuring Entity]

Form of Bid Security

[insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: [insert Name and Address of Procuring Entity]

Date: [insert date]

PROPOSAL GUARANTEE No.: [insert number]

We have been informed that [insert name of the Organization] (hereinafter called "the Organization") has submitted to you its Proposal dated [insert date] (hereinafter called "the Proposal") for the execution of [insert name of contract] under Request for Proposals No. [insert RFP number] ("the RFP").

Furthermore, we understand that, according to your conditions, Proposals must be supported by a Bid Security.

At the request of the Organization, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount in figures][insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Organization is in breach of its obligation(s) under the Proposal conditions, because the Organization:

- (a) has withdrawn its Proposal during the period of Proposal validity specified by the Organization in the Form of Proposal; or
- (b) having been notified of the acceptance of its Proposal by the *Procuring Entity* during the period of Proposal validity,
 - i. fails or refuses to execute the Contract Form, if required,
 - ii. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter "the ITB"),
 - iii. does not accept the correction of errors in accordance with the ITB, or
 - iv. breaches any provision of the Code of Integrity specified in ITB;

This guarantee will expire: (a) if the Organization is the successful Organization, upon our receipt of copies of the contract signed by the Organization and the performance security issued to you upon the instruction of the Organization; and (b) if the Organization is not the successful Organization, upon the earlier of (i) our receipt of a copy your notification to the Organization of the name of the successful Organization; or (ii) thirty days after the expiration of the Organization's Proposal.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Name:

In the capacity of:

Signed:

Duly authorized to sign the Bid Security for and on behalf of:

Date:

Bank's Seal:

Declaration by the Bidder in compliance of Section 7 of the Act

Declaration by the Bidder

In relation to my/our Proposal submitted to(the Client) for procurement of in response to their Request for Proposals No..... Dated..... I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that;

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Signature of bidder

Place:

Name

Designation:

Address:

Section VA: General Conditions of Contract

(General Provisions)

S. No.	Particulars	Clause	Description
1. General			
1.1		Definitions	Unless the context otherwise requires, the following terms wherever used in this Contract have the following meanings:
		1.1.1	“Act” means the Rajasthan Transparency in Public Procurement Act, 2012.
		1.1.2	“Applicable Law” means the laws and any other instruments having the force of law in India and Rajasthan, as they may be issued and in force from time to time.
		1.1.3	“Client” means the Procuring Entity that will receive the services of the Organization under the Contract.
		1.1.4	“Organization” means the Bidder that may be any individual/ private or public entity and that will provide the Services to the Client under the Contract.
		1.1.5	“Contract” means the legally binding written agreement as signed by the Parties, that are these General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), Bidding Forms and the Appendices.
		1.1.6	“Day” means a calendar day, unless indicated otherwise in the SCC.
		1.1.7	“Effective Date” means the date on which this Contract comes into force and effect.
		1.1.8	“Experts” means, collectively, Key Experts, Non- Key Experts, or any other personnel of the Organization, Sub-Organization or JV member(s) assigned by the Organization to perform the Services or any part thereof under the Contract.
		1.1.9	“Foreign Currency” means any currency other than the Indian Rupees.
		1.1.10	“GCC” mean these General Conditions of Contract.
		1.1.11	“Joint Venture (JV)” means an association with a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
		1.1.12	“Key Expert(s)” or “Key Personnel” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the

			technical evaluation of the Organization's proposal.
		1.1.13	"Local Currency" means Indian Rupees.
\		1.1.14	"Member" means any of the entities that make up the Joint Venture/ Consortium/Association; and "Members" means all these entities.
		1.1.15	"Non-Key Expert(s)" means an individual professional provided by the Organization or its Sub - Organization to perform the Services or any part thereof under the Contract.
		1.1.16	"Party" means the Client or the Organization, as the case may be, and "Parties" means both of them.
		1.1.17	"Personnel" means professionals and support staff provided by the Organization or by any Sub - Organization and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside India; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile in India.
		1.1.18	"Reimbursable expenses" where applicable means all assignment-related costs other than Organization's remuneration.
		1.1.19	"Rules" means the Rajasthan Transparency in Public Procurement Rules, 2012.
		1.1.20	"SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented.
		1.1.21	"Services" means the work to be performed by the Organization pursuant to this Contract.
		1.1.22	"Sub-Organizations " means any person or entity to whom/ which the Organization subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
		1.1.23	"Third Party" means any person or entity other than the Government, the Client, the Organization or a Sub - Organization .
		1.1.24	"In writing" means communicated in written form as a letter, E-mail, fax to the specified address, contact id with proof of receipt.
2. Interpretation			
2.1	Relationship Between the Parties	2.1.1	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Organization. The Organization, subject to this Contract, has complete charge of Experts, Personnel and Sub-Organizations , if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
2.2	Law Governing the Contract	2.2.1	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

2.3	Language	2.3.1	Controlling language for all matters relating to the meaning or interpretation of this Contract.
2.4	Headings	2.4.1	The headings shall not limit, alter or affect the meaning of this Contract.
2.5	Notices, Communications	2.5.1	Any communication, notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in Writing. Any such notice, request or consent shall be deemed to have been given or made when delivered personally, posted, e-mailed, faxed to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
		2.5.2	A Party may change its address for notice hereunder by giving the other Party a notice in writing of such change to the address specified in the SCC.
2.6	Location	2.6.1	The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is changed, at such locations, whether in the India or elsewhere, as the client may approve.
2.7	Authority of Member in-Charge or Team Leader	2.7.1	In case the Organization consists of a Joint Venture/Consortium/ Association of more than one entity, the members hereby authorise the entity specified in the SCC to act on their behalf in exercising all the Organization's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments in the joint name from the Client.
2.8	Authorized Representatives	2.8.1	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Organization may be taken or executed by the Authorized Representatives specified in the SCC.
3. Code of Integrity			
3.1	Code of Integrity	3.1.1	<p>It is required that bidders observe the highest standard of ethics during the procurement process and performance of the Contract. Therefore, The Organization, Sub-Organizations , or their personnel shall-</p> <p>(a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or performance of the Contract or to otherwise influence the Client/ Procuring Entity;</p> <p>(b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation in performance of the Contract;</p> <p>(c) not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process and</p>

			<p>performance of the Contract;</p> <p>(d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process and performance of the Contract;</p> <p>(e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process and performance of the Contract;</p> <p>(f) not obstruct any investigation or audit of a procurement process and performance of the Contract;</p> <p>(g) disclose conflict of interest, if any; and</p> <p>(h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring Entity.</p>
3.2	Measures to be Taken On Breach Of Code of Integrity	3.2.1	<p>Breach of Code of Integrity by the Organization, Sub-Organizations , or their personnel:- Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by the Organization,</p> <p>Sub-Organizations, or their personnel, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the said Act.</p>
3.3	Commissions and Fees	3.3.1	<p>The Client requires the Organization to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and debarment by the Procuring Entity.</p>
4. Commencement, Completion, Modification and Termination of Contract			
4.1	Effectiveness of contract	4.1.1	<p>This Contract shall come into force and effect on the date (the “Effective Date”) on which the Client issues to the Organization the Letter of Acceptance of his Proposal. The notice to commence the Services, if issued separately, shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.</p>
	Forfeiture of Performance Security	4.1.2	<p>Performance Security amount in full or in part may be forfeited by the Client in any of the following cases:-</p> <p>(a) If the Organization fails to commence the Services within the time period after signing of the agreement as specified by the Client.</p> <p>(b) If any of the terms and conditions of the Contract is breached.</p>

			<p>(c) When the Organization fails to execute the Contract satisfactorily.</p> <p>(d) If the Organization breaches any provision of the Code of Integrity prescribed in the Act and Chapter VI of the Rules and GCC Clause 3.</p> <p>Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Client in this regard shall be final.</p>
4.2	Termination of Contract for Failure to Become Effective	4.2.1	If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SCC, either Party may, by not less than twenty one (21) Days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
4.3	Commencement of Services	4.3.1	The Organization shall confirm availability of Key Experts and begin carrying out the Services not later than the number of Days after the Effective Date specified in the SCC.
4.4	Expiration of Contract	4.4.1	Unless terminated earlier, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
4.5	Entire Agreement	4.5.1	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
4.6	Modifications or Variations	4.6.1	Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
		4.6.2	In cases of substantial modifications or variations, the prior written consent of the competent authority of the Procuring Entity will be required.
5. Force Majeure			
5.1	Definition	5.1.1	For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and subject to those requirements includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government organizations .

		5.1.2	Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-Organizations or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
		5.1.3	Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
5.2	No Breach of Contract Due to Force Majeure	5.2.1	The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
5.3	Measures to be Taken	5.3.1	A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
		5.3.2	A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
		5.3.3	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
		5.3.4	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Organization, upon instructions by the Client, shall either: i. demobilise, in which case the Organization shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or ii. continue with the Services to the extent possible, in which case the Organization shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
		5.3.5	In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled through Dispute Resolution Mechanism.
5.4	Suspension	5.4.1	The Client may, by written notice of suspension to the Organization, suspend all payments to the Organization hereunder if the Organization fails to perform any of its obligations under this Contract, including the carrying out

			of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Organization to remedy such failure within a period not exceeding thirty (30) Days after receipt by the Organization of such notice of suspension.
6. Termination			
6.1	By the Client	6.1.1	<p>The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs mentioned below. In such an occurrence the Client shall give a not less than thirty (30) <u>days</u>' written notice of termination to the Organization in case of the events referred to in (a) through (d), sixty (60) <u>days</u>' in the case of the event referred to in (e), fourteen (14) <u>days</u>' in the case of the event referred to in (f) and (g), and five (5) <u>days</u>' in the case of the event referred to in (h), :</p> <p>(a) If the Organization fails to remedy a failure in the performance of its obligations under the Contract, as specified in the notice of termination, within thirty (30) Days of receipt of such notice of termination or within such further period as the Client may have subsequently approved In Writing.</p> <p>(b) If the Organization becomes (or, if the Organization consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.</p> <p>(c) If the Organization fails to comply with any final decision reached as a result of Dispute Resolution Mechanism or arbitration proceedings, where permissible.</p> <p>(d) If, as the result of Force Majeure, the Organization is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>(f) If the Organization, in the judgment of the Client, has breached any provision of the Code of Integrity as given in GCC Clause 3 or engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing this Contract.</p> <p>(g) If the Organization submits to the Client a false statement/ document which has a material effect on the rights, obligations or interests of the Client.</p> <p>(h) If the Organization fails to confirm availability of Key Experts as required in GCC Clause 4.3.1.</p>
		6.1.2	Termination by the Client due to failure of the Organization to provide the required services shall lead to the forfeiture of the Performance Security as per GCC Clause 4.1.2 [Forfeiture of Performance Security].

6.2	By the Organization	6.2.1	<p>The Organization may terminate this Contract, by not less than thirty (30) days' written notice to the Client, in case of the occurrence of any of the events specified as under:</p> <p>(a) If the Client fails to pay any money due to the Organization pursuant to this Contract and not subject to dispute within forty-five (45) Days after receiving written notice from the Organization that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, Organization is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(c) If the Client fails to comply with any final decision reached as a result of Dispute Resolution Mechanism or arbitration, where permissible.</p> <p>(f) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Organization may have subsequently approved In Writing) following the receipt by the Client of the Organization's notice specifying such breach.</p>
6.3	Cessation of Rights and Obligations	6.3.1	<p>Upon termination of this Contract pursuant to GCC Clauses 4.2 and 6 hereof, or upon expiration of this Contract pursuant to GCC Clauses 4.4, all rights and obligations of the Parties hereunder shall cease, except:</p> <p>(i) Such rights and obligations as may have accrued on the date of termination or expiration,</p> <p>(ii) the obligation of confidentiality set forth in GCC Clause 7.7,</p> <p>(iii) the Organization's obligation to permit inspection, copying and auditing of their accounts and records by the Client set forth in GCC Clause 7.10, and</p> <p>(iv) any right which a Party may have under the Applicable Law.</p>
6.4	Cessation of Services	6.4.1	<p>Upon termination of this Contract by notice of either Party to the other pursuant to GCC Clause 6.1 or 6.2, the Organization shall, immediately upon despatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Organization and equipment and materials furnished by the Client, the Organization shall proceed as provided, respectively, by GCC Clause 7.13 or 7.14.</p>
6.5	Payment upon Termination	6.5.1	<p>Subject to the GCC Clause 3.2.1 [Measures to be Taken on Breach of Code of Integrity], upon termination of this Contract, the Client shall make the following payments to</p>

			<p>the Organization:</p> <p>(a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and</p>
6.6	Disputes about Events of Termination	6.6.1	<p>If either Party disputes whether an event has occurred, such Party may, within forty-five (45) Days after receipt of notice of termination from the other Party, may take recourse to Dispute Resolution Mechanism, and in that case this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting award in accordance with the Dispute Resolution Mechanism or arbitration, where permissible.</p>
6.7	Extension in Completion Period and Liquidated Damages	6.7.1	<p>If the Organization considers at any time during the performance of the Contract that it is unable to meet the agreed dates and deadlines set forth for various deliverables due to occurrence of an event of Force Majeure or any other reasons, it may request in writing within 14 (Fourteen) days of the occurrence of cause of hindrance to the Client to extend the completion period of the Contract giving detailed reasons and justifications. The Client, after considering the reasons and justifications, may extend the period set forth for completion of the contract with or without liquidated damages. The Procuring Entity, except in case of an event of Force Majeure or reasons beyond the control of the Organization, shall be entitled to impose on the Organization, liquidated damages of 1% of the Contract amount for each week of delay after the stipulated period of completion of the Contract. However, the liquidated damages shall not exceed a total of 10% of the Contract amount.</p>
7. Obligations of the Organization			
7.1	Standard of Performance	7.1.1	<p>The Organization shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, approved professionals, machinery, materials and methods. The Organization shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Organizations or Third Parties. No decision regarding design or incidental thereto of the Organization should cause any loss to the Client. All designs, drawings and the estimates should provide optimum value to the Client.</p>
		7.1.2	<p>The Organization shall employ and provide such qualified and experienced Experts and Sub- Organizations as are required to carry out the Services.</p>
		7.1.3	<p>The Organization may subcontract part of the Services to an extent and with such Key Experts and Sub-Organizations as may be approved in advance by the</p>

			Client. Notwithstanding such approval, the Organization shall retain full responsibility for the Services.
7.2	Law Governing Services	7.2.1	The Organization shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-Organizations , as well as the Personnel of the Organization and any Sub-Organizations , comply with the Applicable Law.
7.3	Conflict of Interests	7.3.1	The Organization shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
7.4	Organization Not to Benefit from Commissions, Discounts, etc	7.4.1	The payment of the Organization pursuant to GCC Clause 10 shall constitute the Organization's only payment in connection with this Contract and, the Organization shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Organization shall use its best efforts to ensure that any Sub-Organizations , as well as the Experts/Personnel and agents of either of them, similarly shall not receive any such additional payment.
		7.4.2	Furthermore, if the Organization, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Organization shall comply with the Procuring Entity's procurement rules and guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions negotiated by the Organization in the exercise of such procurement advisory responsibility shall be for the account of the Client.
7.5	Organization and Affiliates Not to be Otherwise Interested in Project Not to Engage in Certain Activities	7.5.1	The Organization agrees that, during the term of this Contract and after its completion or termination, the Organization and any entity affiliated with the Organization, as well as any Sub-Organizations and any entity affiliated with such Sub-Organizations, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Organization's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.
7.6	Prohibition of Conflicting Activities	7.6.1	The Organization shall not engage, and shall cause its Experts, Personnel as well as Sub-Organizations and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
		7.6.2	The Organization has an obligation and shall ensure that its Experts and Sub-Organizations shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Client, or that may reasonably be perceived

			as having this effect. Failure to disclose said situations may lead to the disqualification of the Organization or the termination of its Contract, in addition to any action which may be taken under the provisions of the Act and the Rules.
7.7	Confidentiality	7.7.1	In addition to the provisions of Section 49 of the Act and Rule 77 of the Rules, except with the prior written consent of the Client, the Organization and the Experts or Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Organization and the Experts or Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
7.8	Liability of the organization	7.8.1	Subject to additional provisions, if any, set forth in the SCC, the Organization's liability under this Contract shall be provided by the Applicable Law.
7.9	Insurance to be Taken out by the Organization	7.9.1	<p>The Organization: shall take out and maintain, and shall cause any Sub-Organizations to take out and maintain, in the joint name of the Client and himself, up to the final completion of the Contract at their (or the Sub-Organizations ', as the case may be) own cost but on terms and conditions approved by the Client, insurance against all the risks, personnel, vehicles, equipments, etc and for the coverage specified in the SCC; and at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.</p> <p>The Organization shall ensure that such insurance is in place prior to commencing the Services as stated in GCC Clause 4.3.</p>
7.10	Accounting, Inspection and Auditing	7.10.1	The Organization shall keep, and shall make all reasonable efforts to cause its Sub-Organizations to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
		7.10.2	The Organization shall permit and shall cause its Sub-Organizations to permit, the Procuring Entity or Government of Rajasthan and/or persons appointed by them to inspect the Site and its accounts and records as well as those of its Sub- Organizations relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Procuring Entity or Government of Rajasthan.
		7.10.3	The Organization's attention is drawn to the fact that acts of the Organization intended to impede the exercise of the powers of inspection and audit by the Client constitute a prohibited practice subject to Contract termination (as well as to a determination of ineligibility for further contracts).
7.11	Organization's Actions Requiring Client's	7.11.1	Subcontracts: the Organization may subcontract work relating to the Services to an extent, which shall not be more than forty percent, and with such experts and entities as may be approved in advance by the Client.

	Prior Approval		Notwithstanding such approval, the Organization shall retain full responsibility for the Services. In the event that any Sub-Organizations are found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request the Organization to provide a replacement, with qualifications and experience equal to or better than those of the Sub-Organization being replaced and acceptable to the Client, or to resume the performance of the Services itself.
7.12	Reporting Obligations	7.12.1	The Organization shall submit to the Client the reports and documents as specified, in the form, in number and within the stipulated time periods. Final reports shall be delivered in soft copy in addition to the hard copies as specified in the TOR.
7.13	Proprietary Rights of the Client in Reports and Records	7.13.1	Unless otherwise indicated in the SCC , all reports and relevant data and information such as maps, drawings, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Organization for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Organization shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Organization may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
		7.13.2	If license agreements are necessary or appropriate between the Organization and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Organization shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC .
8. Fairness and Good Faith			
8.1	Good Faith	8.1.1	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

Section V B: Special Conditions of Contract

[Clauses in brackets { } are optional; all notes should be deleted in final text]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.3.1	The language is English
2.5.1 & 2.5.2	<p>The addresses are:</p> <p>Client : Deputy Conservator of Forests and Technical Assistant to Principal Chief Conservator of Forests (HoFF) Rajasthan, Jaipur</p> <p>Attention: Deputy Conservator of Forests and Technical Assistant to Principal Chief Conservator of Forests (HoFF) Rajasthan, Jaipur</p> <p>Telephone: 0141-2713814</p> <p>E-mail: hansraj.fst@gmail.com</p>
2.7.1	<p>The Member in Charge of the JV</p> <p>is _____</p> <p>_____ [insert name, address and contact number of the member in charge]</p>
2.8	<p>The Authorized Representatives are:</p> <p>For the Client: Additional Principal Chief Conservator of Forests (Eco-tourism) Rajasthan, Jaipur</p> <p>For the Organization: -----</p>
4.1.1	The conditions, if any, for the Contract to become effective are: _____
4.2.1	The time period within which the Contract must become effective after signing of the Contract is 30 days.
4.3.1	The time period within which the Organization must commence the Services after the effective date of the Contract is 30 Days. In case the Organization fails to commence the services within this time period, the Client after due notice shall terminate the contract and forfeit the Performance Security.
4.4.1	The time period for completion of the Contract shall be three months from the date of agreement for draft DPR, one additional month from the date of concurrence of draft reports and as per requirement of client for supervisory consultancy on work during execution.
7.8.1	<p>Limitation of the Organization' Liability towards the Client</p> <ol style="list-style-type: none"> 1. Except in case of gross negligence or wilful misconduct on the part of the Organization or on the part of any person or firm acting on behalf of the Organization in carrying out the Services, the Organization, with respect to damage caused by the Organization to the Client's property, shall not be liable to the Client: 2. For any indirect or consequential loss or damage; and 3. For any direct loss or damage that exceeds by three times the total value of the Contract.

	4. This limitation of liability shall not affect the Organizations ' liability, if any, for damage to Third Parties caused by the Organizations or any person or firm acting on behalf of the Organizations in carrying out the Services.
7.13.2	[If applicable, insert any exceptions to proprietary rights provision_____]
7.13.2	If there is to be no restriction on the future use of these documents by either Party, this Clause should be deleted. If the Parties wish to restrict such use, following options, or any other option agreed to by the Parties, could be used: [Neither Party shall use these [insert what applies.....documents and software.....] for purposes unrelated to this Contract without the prior written approval of the other Party.]
	The estimated cost of Contract in local currencies are: INR 10,00,000/- (Ten Lakhs Rupees only) [<i>indicate: excluding taxes</i>] of local indirect taxes.
	The currency(s) of payment shall be Indian Rupees.
	Whether an Advance payment will be made: No.
	Account number of Organization Ac. No. ----- Bank Name ----- Location -----

Section V C: Contract Forms

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5.1 Contract Agreement

Contract for Conservation, Restoration, Renovation and Development work of Van Vihar Kothi, Dholpur

between

[Name of the Client]

and

[Name of the Organization]

To be executed on Non-Judicial Stamp Paper of appropriate value CONTRACT AGREEMENT

(Text in brackets [] is optional; all notes should be deleted in final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number of day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client (Procuring Entity)]* (Hereinafter called the “Client”) and, on the other hand, *[name of Organization]* (hereinafter called the “RO”).

[Note: If the Organization consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Organization’s obligations under this Contract, namely, [name of Organization] and [name of Organization] (hereinafter called the “RO”).]

WHEREAS:

(a) The Client has requested the Organization to provide certain consulting Services as defined in this Contract (herein after called the “Services”)

(b) The Organization, having presented to the Client that it has the qualified professional skills, expertise and technical resources, has agreed to provide the Services on terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference with scope of work.

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Appendix A;

Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Organization shall be as set forth in the Contract, in particular:

- (a) the Organization shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Organization in accordance with the provisions of the Contract.
- (c) The work shall commence onand be completed ----- within a period of 06.

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

Witness 1 FOR AND ON BEHALF OF THE ORGANIZATION

Witness 2 (Name)
(Designation)
(Address)

Witness 1 FOR AND ON BEHALF OF THE CLIENT

Witness 2 (Name)
(Designation)
(Address)

[Note: If the Organization consists of more than one entity, all these entities should appear as signatories]

5.2 Performance Security

Performance Security

(To be given by a Scheduled Bank in India or other Issuer acceptable o the Procuring Entity)

Date: _____ **Contract Name and No.:** _____

WHEREAS _____

(Hereinafter “the Organization”) has undertaken, pursuant to Contract No. _____

Dated _____ to provide consultancy services _____

(hereinafter “the Contract”).

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Organization shall furnish you with a Security ----- issued by a reputable guarantor for the sum specified therein as Security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS the undersigned-----, legally domiciled in----- , (hereinafter “the Guarantor”), have agreed to give the Supplier a Security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Organization, up to a total of ----- and we undertake to pay you, upon your first written demand declaring the Organization to be in default under the Contract, without cavil or argument, any sum or sums within the limits of ----- as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Security is valid until the _____ day of _____ , _____.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Security for and on behalf of _____

Date _____

Bank’s Seal _____

5.3 Performance Security Declaration:

Performance Security Declaration

Date: [insert date (as day, month and year)]

Contract Name and No.: [insert name and number of Contract]

To: [insert complete name of Procuring Entity]

We, the undersigned, declare that:

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfilment of our all performance obligations under the Contract [insert name of subject matter of procurement].

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of [Procuring Entity to indicate here the period of time for which the Procuring Entity will declare a Bidder ineligible to be awarded a Contract if the performance Security Declaration is to be executed.] starting on the date that we receive a notification from you, the [Procuring Entity] that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract, We understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including warranty/ Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

Signed: _____

[insert signature of person whose name and capacity are shown]

In the capacity of: _____

[insert legal capacity of person signing the Performance Security Declaration]

Name: _____

[insert complete name of person signing the Performance Security Declaration]

Duly authorized to sign the Performance Security Declaration for and on behalf of:
_____ [insert complete name of Organization]

Dated on day of __, __
[insert date of signing]

Corporate Seal _____

(to be given by a Scheduled Bank in India or other Issuer acceptable by 5.4.

Section VI: Terms of Reference with Scope of Work (SOW):

1. Brief description of the Van Vihar Sanctuary, Kothi and its surroundings

Van-Vihar wildlife sanctuary is located on Vindhyan plateau about 16 kms from Dholpur. The Dholpur city is situated on Delhi- Mumbai National Highway No. 3. It is bordered by Bharatpur district of Rajasthan, Uttar Pradesh to the North, Madhya Pradesh to the South, Karauli district of Rajasthan to the West and Uttar Pradesh and Madhya Pradesh to the East. It is located on 26° 36' 57.42" N latitude and 77° 46' 0.0" E longitudes.

Van Vihar Sanctuary mainly supports stunted growth of Dhok and Khair trees. It is inhabited by wild animals like Sloth bear, Wolf, Hyena, Leopard, Sambhar, Chital, Blue bull etc. It enjoys unique geographical and ecological features that has potential to make this spot as one of the sought after tourist destinations in Dholpur. An equable climate, wilderness, tranquil stretches of water points, sprawling greenery in rainy season offers an unique experience to the visitors.

The van vihar Kothi was built in the Van Vihar area in 1938 by Maharaja Udaybhan Singh, erstwhile ruler of Dholpur State. The Maharaja had great liking towards the wild animals of Van Vihar. The Kothi is located on the banks of a lake which faces small hillocks. It has four main bedrooms with lobby, a kitchen, annexe etc. The main campus is enclosed by stone boundary wall with Iron gate. The Forest Department of Rajasthan proposes to develop this Kothi and its surroundings to promote eco-tourism in the area.

2. Objectives:

The objectives of conservation, restoration, renovation and development works of Van Vihar Kothi, Dholpur are:

- i. Restoration, repair and structural improvements in compliance with the heritage character of the building keeping in view its historical importance.
- ii. Retention of the architectural features of the building.
- iii. Improving the landscape, vistas in and around Kothi complex incorporating appropriate aesthetical features.
- iv. Providing lodging and boarding facilities to enhance eco-tourism.
- v. Providing other amenities such as food courts, information kiosks, public utilities (public conveniences, drinking water) and other relevant services for the visitors.

3.SCOPE OF WORKS

The broad scope of work for preparation of Detailed Project Report (DPR) for conservation, restoration, renovation and development works of Van Vihar Kothi, Dholpur includes, but not limited to :

(A)

1. Drawing detailed engineering plans for existing property/ structures/ fixtures such as:

- I. Site plans with land area under the property and building location.
- II. Existing building/ group of buildings, sections, elevation, location plans with detailed dimensions of rooms, spaces, lobbies, annexe, etc.
- III. Doors, windows, door-window frames, gates, ventilators, etc. and similar fixtures. chimneys, stairs, façade elements, railings etc.
- IV. Layout drawing for electric fitting, sanitary work, kitchen facilities, water supply, sewerage, drainage systems and internal/ external works with details of fixtures.
- V. Details of specific features like entrance gates, chattries, jharokas, jallies, shading devices (Chhajjas), joinery details, benches, fountains, bollards, planters, terraces, porches, pavings, tin shades, plazas, show cases etc.
- VI. Any other relevant details regarding floors, skirting, roofing (including ceiling, ceiling border etc),decorations(including exterior elements, painting, flashings,claddings), pond, parking, roads, pathways, and surroundings etc. required for finalization of restoration, development and conservation plans.
- VII. Details of construction, construction materials etc.
- VIII. Detailed working drawings.

2. **Recording areas of Distress, Damages etc.**

All areas where distress/ damages have taken place with passage of time should be identified and recorded with detailed dimension, sketches, photographs, extent of damages etc. Detailed recording should be supported by cause of damage. Whether such damages are rendering structure unsafe should also be reported.

3. **Restoration/ Conservation/ Development plans**

The proposals shall be drawn as following :

- I. Restoration works needed (including repairs and exterior restorations thereby returning to original conditions rather than replacing, maintaining architectural features) detailed plans and specification, method of restoration, material to be deployed for restoration, Bill of quantity (BOQ) and cost estimates to be

specified. The cost estimate should be based on latest PWD BSR of Dholpur, Rajasthan. For the remaining items not included in the BSR, market rates can be considered .

- II. Conservation works needed-details including plans and quantum of work, method of conservation, detailed specifications, details of material to be used, BOQs and cost estimates to be specified. The cost estimates should be based on latest PWD BSR of Dholpur, Rajasthan for the remaining items not included in the BSR, market rates can be considered.
 - III. Development works proposed to be carried out - detailed plans, section, elevation, work specification, BOQs and cost estimates. The cost estimates should be based on latest PWD BSR of Dholpur, Rajasthan. For the remaining market rate can be taken.
 - IV. Proposal for adaptive reuse of spaces/ accommodation and developing lodging and boarding facilities, food courts, information kiosk, public utilities (public conveniences, drinking water) and other relevant services for the visitors.
 - V. Detailed proposal for interior design of rooms, lobbies, corridors, reception, porch etc. with cost estimates.
 - VI. Development plan of surrounding of Kothi for enhancing eco-tourism and detailed plans, specifications, BOQs and cost estimates.
 - VII. Detailed working drawings, 3-D views with specifications.
4. **Electric, sanitary, water supply, drainage, sewerage, storm water channelizing, air conditioning/ cooling facilities and road/ approach works etc. :**
- Full details to be drawn, shown in plan, section, elevations etc. including designs, specifications, cost estimates including BOQs, The cost estimates should be based on latest PWD BSR of Dholpur, Rajasthan. For the remaining items not included in the BSR, market rates can be considered.
5. **Structural designs:**
- All such works where structural designs are involved should be prepared with detail of designs, drawings, specification for works required in the relevant restoration, conservation/ development work.
6. **Landscaping and site development plan as per requirement of the Kothi premises.**

7. Signages/ Information material:

- I. Designing plaques describing history of monuments and its components in Hindi and English.
- II. Sign boards for guidance of visitors.
- III. Developing pictures post cards, pamphlets, miniature paintings and statues connected with monument.
- IV. Designing publicity material for advertisement of the Van Vihar Kothi on internet.
- V. Any other proposal along with cost estimates for enhancement of tourism traffic in Van Vihar Kothi, Dholpur.

8. Décor and furnishings : The consultant shall provided room-wise detailing of the décor and furnishings including furnitures which should commensurate with the heritage character of the building and culture of Rajasthan.

(B)

Supervisory consultancy on work during execution:

On decision to implement the proposals regarding restoration, conservation and development of site as received and finally approved, the consultant may be required to deliver following services:

- 1) Site supervision from time to time, at least twice a month including checking both architectural and construction quality of work being executed and submit the visit report to client.
- 2) Resolving site problems relating to designs and drawings as may be encountered during execution of work.
- 3) To assist in obtaining special services required during execution of work.
- 4) To evolve a mechanism of integration of services/ works of service providers.
- 5) To prepare record of implementation of works at every stage supported by photographs.
- 6) To submit complete drawings on completion of work and its documentation with photographs, hard and soft copy.

4. General guidelines:

The following guidelines shall be observed for recommending restoration and renovation work of building:

- i. The original distinguishing qualities or character of the Kothi building or structure should not be destroyed. Removal or alteration of any historic material/structure or distinctive architectural features must be avoided.
- ii. Distinctive stylistic features or examples of skilled craftsmanship which characterize the Kothi building should be treated with skill and sensitivity.
- iii. Avoid any new excavation adjacent to historic foundation to maintain structural stability of the building.
- iv. Reconstruction of all or part of Kothi building shall be undertaken only when such work is essential to reproduce a significant missing feature and when a contemporary design solution is not acceptable. Reconstruction should include measures to preserve any remaining original fabric, and should be done in such a way that the essential form and integrity of the original surviving features are unimpaired.
- v. Deteriorated/damaged architectural features should be repaired rather than replaced. If replacement is necessary, it should be based on accurate duplication of features substantiated by historical, physical or pictorial evidence, rather than on conjectural designs or the availability of different architectural elements from other buildings.
- vi. Substitute of roofing materials which are similar to the original material in texture and colour.
- vii. All building structures and sites are recognized as products of their history. Changes which may have taken place in the course of time are evidence of the history. These changes may have acquired significance in their own right, and it may be appropriate to respect this significance. Therefore, while repairing structural deficiencies or damage the structural system and heritage features and character needs to be preserved.
- viii. Surface cleaning should be undertaken with the gentlest care. The damaging processes may be avoided to protect adjoining historic properties.
- ix. Heritage colour scheme to be maintained and stored.

5.Items/ Activities to be assessed:

The items to be carried out and validated, but not limiting to, include:

Survey and field visit related activities	Restoration and Renovation	Plans/ drawing etc.
1.Survey, measurements, identification and recording of distress , damages etc./ dilapidated positions of foundations, walls (including, toe wall, wall claddings, parapet wall, boundary wall, copings, windows, doors, door-window frames, gates, ventilators, etc.), structural members (Including columns, beams, arches, etc.), roofing (Including ceiling, ceiling border etc.), Barahdari, floors (floor detail, skirting, etc.), plastering, chimneys, stairs, gutters, Lintels, Architectural motif (including chhatris,	1.Detailed recommendations for restoration and renovation work regarding each item/ activity enumerated in column one. 2.Detailed recommendations regarding materials	1. Detailed project report (DPR) 2.Survey reports 3.Drawings including (plans, elevations, section, detailed working drawings) , 3D-

<p>Jharokhas, Jalties, shading devices (Chhajjas) etc.), Decorations including (exterior elements, paintings, flashings, claddings), façade elements, railings, parking, roads and pathways, toilet and kitchen facilities, drainage system, sanitary and electrical system, joinery details, signages, benches, fountains, bollards, planters, terraces, porches, pavings, tin sheds, plazas or any other part of the Kothi building its annexes and surroundings including adjoining lake, hillocks etc.</p> <p>2. Archeological research and heritage character identification .</p> <p>3. Supervisory consultancy on work during execution</p>	<p>to be used in restoration and renovation work.</p> <p>3. Proposals for sanitary work, electrical work, AC and cooling facilities, storm water channelizing, water harvesting, kitchen and toilet facilities, eco development and eco-tourism facilities, interior design work, décor and furnishings.</p>	<p>view, Door window details, Planters ,Joinery details, signages etc. BOQs and Cost estimates of the restoration and renovation work based on PWD BSR of Dholpur.</p>
--	--	--

6. Methodology:

Organization/Agency has to submit detailed project report (DPR) based on structural improvements and compliance with building codes, heritage character of building and Wild Life Protection Act, 1972.

7. Inception meeting with client and submission of inception report:

Immediately after signing of the contract assigned, Organization shall devise the detailed work plan in consultation with the client. The Organization shall prepare an Inception Report illustrating approach, methodologies for report preparation, survey and data collection/analysis, composition and bio-data of project team, detailed fortnightly field plan, etc. The report shall be submitted to client for approval.

8. Conduct of site survey:

Organization should capture video and photographs of the site with caption and site name and photographs should be integral part of the final report. The Organization should also record GPS coordinates of the sites and assets verified.

9. Submission of Final Report:

After completing survey and DPR preparation work, draft final report along with necessary drawings etc. shall be submitted to client for concurrence.

After incorporating suggestions if any, the final DPR and drawings etc. as mentioned above shall be submitted to client within stipulated time limit.

The Organization shall be providing five hard copies of the final report and drawings etc., along with a soft copy in a DVD.

10. Terms of payment

Payment shall be made as per the following pattern:

No	Report/Activity	Amount
1	Submission of comprehensive draft report and drawings etc.	40% of total contract amount.
2	Submission of final report and final drawing etc. (Five hard copies & soft copy).	20% of total contract amount.
3	On completion of one year work regarding restoration and renovation work (The consultant will provide consultancy to the department/ agency during the execution of restoration and renovation work. Consultant or his representative will visit the site at least once in two month during execution period and provide necessary guidance and consultancy)	20% of total contract amount.
4	On completion of the final restoration and renovation work (The consultant will provide consultancy to the department/ agency doing the renovation work. Consultant or his representative will visit the site at least twice a month during execution period and provide necessary guidance and consultancy)	Remaining contract amount after adjusting any advances/ recovery/ excess payments made earlier.

11. Timeframe (Contract Period):

The tentative schedule for the preparation of detailed project report (DPR) for conservation, restoration, renovation and development works for selected area and supervisory consultancy on work during execution is given in figure below:

No.	Report/Activity	Time frame
1	Submission of comprehensive draft report and drawings etc.	Three months from the date of agreement
2	Submission of final report and final drawing etc. (Five hard copies & soft copy).	One month from the date of concurrence of draft reports
3	Supervisory consultancy on work during execution	As per requirement of client

12. Qualification and Experience of Team Members:

Organization should provide the detailed bio-data of the experts required for conservation, renovation, restorations and development works of the Kothi, highlighting their qualification and experience. Also, detailed Curriculum Vitae (CV) and consent letter (stating their association with Organization and willingness to be part of the team) of key members of technical support team need to be provided. The pre-requisite of the qualification and experience of the proposed staff is given below:

Technical Support Team: Technical support team would consist of key experienced subject specialists who would be assisting team mainly in survey, identification of activities for

restoration and renovation, recommendations regarding restoration and renovation, preparation of various drawings and DPR and preparation of presentation at the level of client.

(1) Team Coordinator– One

- i. Minimum Masters Degree in Architectural conservation.
- ii. Minimum Fifteenyears' experience in the field.

(2) Team Members - one

1. Minimum Bachelor Degree in Architecture/ Civil Engineering, with sound knowledge about Conservation of heritage buildings.
2. Total Experience required 5-10 years with minimum 5 years in conservation work of heritage buildings.

(3) Data analyst/ Computer operator/Draftsman -One

1. Minimum Senior Secondary pass.
2. Past experiences in the field of Architectural work/ Building construction procedures and softwares like CAD.
3. Past experience in handling data, data entry procedures, computer operations, quality checks and statistical analysis.