

**Office of Project Director  
Rajasthan Forestry and Biodiversity Project (Phase-2)  
Jaipur**

**REQUEST FOR PROPOSALS**

**for**

**Production of Video Films and Coffee Table Book to showcase  
achievements in the wildlife areas of project.**

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| <b>S. No.</b> | <b>Particular</b>                                      | <b>Page No.</b> |
|---------------|--|-----------------|
| 1             | Disclaimer   | 3               |
| 2             | Critical Dates   | 4               |
| 3             | Notice Inviting Bids                                   | 5               |
| 4             | Directions for e-Procurement                           | 8               |
| 5             | Section I : Instructions to Bidders and Bid Data (ITB) | 9               |
| 6             | Section II : Qualification and Evaluation Criteria     | 38              |
| 7             | Section III : Terms of Reference                       | 42              |
| 8             | Section IV : Bidding Forms                             | 46              |
| 9             | Section V : General Conditions of Contract             | 62              |
| 10            | Section VI : Contract Forms                            |                 |

## **Disclaimer**

- A. The information contained in this Request for Proposal ("RFP")/ Bidding Document provided to the Bidder(s), by or on behalf of Office of Project Director, Rajasthan Forestry and Biodiversity Project (Phase-2) or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
- B. The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information which each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for Office of Project Director, Rajasthan Forestry and Biodiversity Project (Phase-2), its employees or advisors to consider the business objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.
- C. Office of Project Director, Rajasthan Forestry and Biodiversity Project (Phase-2), its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.
- D. Office of Project Director, Rajasthan Forestry and Biodiversity Project (Phase-2) may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

**Office of Project Director  
Rajasthan Forestry and Biodiversity Project (Phase-2)  
Jaipur**

**REQUEST FOR PROPOSALS**

**for**

**Production of Video Films and Coffee Table Book to showcase  
achievements in the wildlife areas of project.**

**Critical Dates**

| <b>S. No.</b> | <b>Event</b>   | <b>Date</b>              |
|---------------|--|--------------------------|
| 1             | Date of publishing Notice Inviting Bids and Bidding Document on State Public Procurement Portal and e-procurement Portal | on or before 09/08/2018  |
| 2             | Date from which Bidding Document can be downloaded from State Public Procurement Portal and e-procurement Portal         | 1100 Hrs of 09/08/2018   |
| 3             | Date and time of Pre-bid conference  | 16/08/2018               |
| 4             | Last time and date upto which Bids can be downloaded   | 1200 Hrs of 27/08/2018   |
| 5             | List time and date upto which Bids can be submitted electronically   | 1400 Hrs of 27/08/2018   |
| 6             | Time and date of opening of Technical Bids   | 1600 Hrs of 27/08/2018   |
| 7             | Time and date of opening of Financial Bids   | to be communicated later |

***Price Rs. 500/- Only***

*(NIB for Publication on State Public Procurement Portal and e- Procurement Portal)*

**Office of Project Director  
Rajasthan Forestry and Biodiversity Project (Phase-2)  
Jaipur**

(Arawali Bhawan, Jhalana Institutional Area, Jaipur -302004  
Phone No.: 0141- 2709101, email id: pdrfbp.forest@rajasthan.gov.in)

**NOTICE INVITING BIDS/ PROPOSALS**

**NIB No 02 of 2018-19**

1. Single Stage Two-Envelopes unconditional Technical and Financial Bids/ Proposals are invited electronically by Office of Project Director, Rajasthan Forestry and Biodiversity Project (Phase-2) Jaipur for Production of Video Films and Coffee Table Book to showcase achievements in the wildlife areas of project. Brief particulars of the procurement are given below:

| <b>Tentative cost of the Services</b> | <b>Last time and date for receiving Bids</b> | <b>Validity period of Bids</b> | <b>Processing fee for e-procurement</b> | <b>Price of Bidding Document</b> | <b>Amount of Bid Security</b> |
|---------------------------------------|--|--------------------------------|---|----------------------------------|-------------------------------|
| Rs. 23 Lakh                           | Upto 1400 Hrs<br>27/08/2018                  | 90 Days                        | Rs. 500/-                               | Rs. 500/-                        | Rs.<br>46000/-                |

2. The complete Bidding Document containing Instructions to Bidders and Bid Data, Evaluation and Qualification Criteria, Terms of Reference, Bidding forms, General Conditions of Contract, Special Conditions of Contract, Contract Forms, etc. may be seen at or downloaded from 1100 Hrs on 09/08/2018 from the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in> or e-procurement portal <http://eproc.rajasthan.gov.in> or Rajasthan Forest department website.
3. Technical and Financial Bids, duly digitally signed by the bidder on all pages and serially numbered, enclosed in two separate covers, and a third cover (or in the cover containing Technical Bid) containing scanned copies of documents of payment of price of Bidding Document, electronic bid processing fee (both being non-refundable) and Bid Security must be submitted electronically on the e-procurement

portal <http://eproc.rajasthan.gov.in> by using your ID, password and digital signature certificate, latest upto 1400 Hrs of 27/08/2018.

4. The instruments of payment of price of Rupees 500 of the Bidding Document and the amount of Bid Security of Rupees Forty Six Thousand must be in the form of two separate bank demand draft/s banker's cheques of a Scheduled Bank in India drawn in the name of Deputy Project Director (Admin), RFBP-2 payable at Jaipur. The electronic bid processing fee of Rupees 500 must be paid by another separate bank demand draft/ banker's cheque of a Scheduled Bank in India drawn in the name of Managing Director, RISL payable at Jaipur. All these three original instruments of payment must be submitted physically in a sealed cover by the Bidder to the Office of Project Director, Rajasthan Forestry and Biodiversity Project (Phase-2), Jaipur before 1400 Hrs of 27/08/2018.
5. The procedure for submission of Bids including payment of price of Bidding Document, e-procurement processing fee, Bid Security, etc. has also been specified on the e-Procurement Portal and in the Bidding Document.
6. The Technical Bids shall be opened at 1600 Hrs on 27/08/2018 in the Office of Project Director, Rajasthan Forestry and Biodiversity Project (Phase-2), Jaipur in the presence of the Bidders or their representatives who wish to be present.
6. The Office of Project Director, Rajasthan Forestry and Biodiversity Project (Phase-2), Jaipur is not bound to accept the successful Bid and may reject any or all Bids without assigning any reason thereof.
7. The Bidders shall have to submit proofs of their Goods and Service Tax registration and the Permanent Account Number (PAN) of Income Tax.

Office of Project Director  
Rajasthan Forestry and Biodiversity Project (Phase-2)  
Jaipur

*(NIB for Publication in Newspapers)*

**Office of Project Director  
Rajasthan Forestry and Biodiversity Project (Phase-2)  
Jaipur**

(Arawali Bhawan, Jhalana Institutional Area, Jaipur -302004  
Phone No.: 0141- 2709101, email id: pdrfbp.forest@rajasthan.gov.in)

**NOTICE INVITING BIDS/ PROPOSALS**

**NIB No 02 of 2018-19**

Single Stage Two-Envelopes unconditional Technical and Financial Bids/ Proposals are invited electronically by Office of Project Director, Rajasthan Forestry and Biodiversity Project (Phase-2) Jaipur for Production of Video Films and Coffee Table Book to showcase achievements in the wildlife areas of project. Brief particulars of the procurement are given below:

| <b>Tentative cost of the Services</b> | <b>Last time and date for receiving Bids</b> | <b>Validity period of Bids</b> | <b>Processing fee for e-procurement</b> | <b>Price of Bidding Document</b> | <b>Amount of Bid Security</b> |
|---------------------------------------|--|--------------------------------|---|----------------------------------|-------------------------------|
| Rs. 23 Lakh                           | Upto 1400 Hrs<br>27/08/2018                  | 90 Days                        | Rs. 500/-                               | Rs. 500/-                        | Rs.<br>46000/-                |

The complete Bidding Document may be seen at or downloaded from 1100 Hrs on 09/08/2018 from the State Public Procurement Portal <http://sppp.rajasthan.gov.in> or e - procurement portal <http://eproc.rajasthan.gov.in> or Rajasthan Forest department website and its non-refundable price may be paid along with processing fee and Bid Security amount at the time of submission of the Bid by banker's cheque/ demand draft of a Scheduled Bank in India as specified in the Bidding Document. The last time and date of submission of Bids is 1400 Hrs of 27/08/2018.

Office of Project Director  
Rajasthan Forestry and Biodiversity Project (Phase-2)  
Jaipur

## Directions for e-Procurement

- 1) The Bidder or his authorized signatory shall submit his Technical and Financial/ Price Bids/ Proposals only in electronic format through on-line submission on e-Procurement Portal, <http://eproc.rajasthan.gov.in>. However, the Banker's Cheque/ Demand Drafts for Price of Bidding Document and e-procurement processing fee of RISL, and Banker's Cheque/ Demand Draft for Bid Security should be submitted physically at the Office of Project Director, Rajasthan Forestry and Biodiversity Project (Phase-2), Jaipur within the time specified in the Notice Inviting Bids/ Bidding Document but scanned copies of the same must also be uploaded along with the Technical Bid in its cover or a separate cover on e-Procurement Portal.
- 2) In case, a Bidder fails to physically submit the Demand Drafts for Price of Bidding Document and e-procurement processing fee of RISL, and Banker's Cheque/ Demand Draft for Bid Security within the specified time as stated in para 1) above, its Bid shall not be accepted.
- 3) To participate in online bidding process Bidders must procure a Digital Signature Certificate (Type II or III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, Bidders must register on the e-Procurement Portal (Bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 4) Office of Project Director, Rajasthan Forestry and Biodiversity Project (Phase-2), Jaipur shall not be responsible for any delay in online submission of Bid/ Proposal by a Bidder due to any reason, whatsoever like slow speed, choking of web site due to heavy load, etc. Therefore, the Bidders are advised to upload their complete Bids well in advance.
- 5) Bidders are also advised to refer "Bidders Manual Kit" available on e-Procurement Portal for further details about the e-Tendering process.
- 6) Training for the Bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by Department of Information Technology & Communication, Government of Rajasthan on a regular basis. Bidders interested for training may contact e-Procurement Cell, Department of Information Technology & Communication for booking a training slot (Contact No: 0141-4022688 between 10 am to 6 pm on all working days, e-mail: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in) Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur).



**SECTION I**  
**Instruction to Bidders**  
**and Bid Data Sheet (ITB)**

## Section I: Instruction to Bidder

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 NIT 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.

| <b>1. Definitions</b> |                    |               |  |
|-----------------------|--------------------|---------------|--|
| <b>S. No.</b>         | <b>Particulars</b> | <b>Clause</b> | <b>Description</b>   |
| 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 (PMU of Rajasthan Forestry and Biodiversity Project (Phase-2) OR Rajasthan Vaniki Evam Jaiv Vividhata Sanrakshan Society) 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 Project Director (PD), Rajasthan Forestry and Biodiversity Project (RFBP-2).   |
|                       |                    | 1.1.7         | “Committee” means committee constituted by Project Director, RFBP-2 for evaluation of Technical and Financial Proposals.   |

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|--|--|--------|--|
|  |  | 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 PMU 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 | “PMU” means the Project Management Unit of RFBP-2.   |
|  |  | 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 objectives, 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 production of a video films and Designing & Printing of a Coffee Table Book to showcase significant achievements in the wildlife areas under project scope, as defined in TOR.  |
|  |  | 1.1.25 | “JICA” means Japan International Cooperation Organization.   |
|  |  | 1.1.26 | “Local Currency” means the currency of the Client’s Country (Indian National Rupees).  |

|                        |                    |               |   |
|------------------------|--------------------|---------------|---|
|                        |                    | 1.1.27        | "Party" means the Client or the Organization, as the case may be, and "Parties" means both of them.   |
|                        |                    | 1.1.28        | "In writing" means communicated in written form with proof of receipt.  |
|                        |                    | 1.1.29        | "Bid" means a formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation;   |
|                        |                    | 1.1.30        | "Bidder" means any Organization participating in a procurement process with a procuring entity;   |
|                        |                    | 1.1.31        | "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;  |
|                        |                    | 1.1.32        | "Bid Security" means a security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents;   |
|                        |                    | 1.1.33        | "BDS" means bid data sheet, such part of the instructions to organizations used to reflect specific assignment conditions.  |
|                        |                    | 1.1.34        | "Procurement" or "Public Procurement" means the acquisition by purchase, lease, licence 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; |
|                        |                    | 1.1.35        | "Procurement Contract" means a contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement;   |
|                        |                    | 1.1.36        | "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;  |
|                        |                    | 1.1.37        | "Subject Matter of procurement" means any item of procurement whether in the form of goods, services or works;  |
|                        |                    | 1.1.38        | "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;  |
| <b>2. Introduction</b> |                    |               |   |
| <b>No.</b>             | <b>Particulars</b> | <b>Clause</b> | <b>Description</b>  |
| 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         | <p>This RFP consists of the following documents:</p> <p>Disclaimer</p> <p>Critical Dates</p> <p>Notice Inviting Bids</p> <p>Directions for e-Procurement</p> <p>Section I : Instructions to Bidders and Bid Data (ITB)</p> <p>Section II : Qualification and Evaluation Criteria</p> <p>Section III : Terms of Reference</p> <p>Section IV : Bidding Forms</p> <p>Section V : General Conditions of Contract</p> <p>Section VI : Contract Forms</p>   |
|                                      |                    | 2.1.3         | The organizations are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Bid Data Sheet, for services as mentioned in the Bid Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Organization.   |
|                                      |                    | 2.1.4         | <p>Organizations should familiarise themselves with local conditions and take them into account in preparing their 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.</p> <p>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.</p> |
|                                      |                    | 2.1.5         | The Client will timely provide at no cost to the Organizations the inputs and facilities specified in the Bid Data Sheet, and make available relevant project data and reports.   |
|                                      |                    | 2.1.6         | 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.   |
| <b>3. Conflict of Interest, etc.</b> |                    |               |   |
| <b>S.No.</b>                         | <b>Particulars</b> | <b>Clause</b> | <b>Description</b>  |
| 3.1                                  |                    | 3.1.1         | In addition to the provisions of Rule 81, the Procuring   |

|  |                                  |                |  |
|--|----------------------------------|----------------|--|
|  |                                  |                | <p>Entity requires that Organizations provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.</p> <p>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:</p> |
|  | <b>Conflicting activities</b>    | <b>3.1.1.1</b> | <p>An organization and its affiliates that has been engaged by the Client to provide goods, works or services of any kind whatsoever for this project shall be disqualified. An organization hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods, works or non consulting service resulting from or directly related to the firm's consulting services for such preparation or implementation.</p>   |
|  | <b>Conflicting Assignments</b>   | <b>3.1.1.2</b> | <p>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 privatisation 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.</p>  |
|  | <b>Conflicting relationships</b> | <b>3.1.1.3</b> | <p>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</p>   |

|  |                          |                |   |
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|  |                          |                | assignment, or (iii) supervision of the Contract, may not be awarded a Contract.  |
|  |                          | <b>3.1.2</b>   | 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.  |
|  |                          | <b>3.1.3</b>   | No Organization or current employees of the Client shall work as Organization under their own organisation. Recruiting former employees of the Client to work for their former organisation 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. |
|  | <b>Unfair Advantage</b>  | <b>3.1.4</b>   | If an Organization could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all Organizations together with this RFP all information that would in that respect give such Organization any competitive advantage over competing Organizations.   |
|  | <b>Code of Integrity</b> | <b>3.1.5.1</b> | <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> <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 to otherwise influence the procurement process;</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;</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;</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;</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;</p> <p>(f) not obstruct any investigation or audit of a procurement process;</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>   |
|            | <b>Breach of Code of Integrity by the Bidder</b> | <b>3.1.5.2</b> | <p>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.</p> |
|            |  | <b>3.1.5.3</b> | <p>Organizations shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Organization is awarded the Contract.</p>  |
| <b>3.2</b> | <b>Eligibility</b>                               | <b>3.2.1</b>   | <p>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</p>   |



|            |   |              |  |
|------------|---|--------------|--|
|            |   |              | 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.  |
|            |   | <b>3.2.2</b> | An Organization, and all parties constituting the Organization, should be registered in India.   |
|            |   | <b>3.2.3</b> | A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.   |
|            |   | <b>3.2.4</b> | An Organization shall not be eligible to apply for this Services Contract in case it has been debarred by Government of Rajasthan or JICA 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.   |
| <b>3.3</b> | <b>Precondition for applying</b>        | <b>3.3.1</b> | <p>The organisation should have been in operations for at least last three years with the proof of incorporation/ commencement of business.</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>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> |
| <b>3.4</b> | <b>Eligibility of Sub-Organizations</b> | <b>3.4.1</b> | 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.   |
| <b>3.5</b> | <b>Only one Proposal</b>                | <b>3.5.1</b> | 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   |

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|            |   |              | same Sub-Organization, including individual experts, in more than one proposal.  |
| <b>3.6</b> | <b>Proposal Validity</b>                          | <b>3.6.1</b> | <p>The Bid Data Sheet indicates how long Organizations Proposals must 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.</p> <p>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.</p>  |
| <b>3.7</b> | <b>Bid Securing Declaration/<br/>Bid Security</b> | <b>3.7.1</b> | <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 of a Scheduled Indian Bank.</p> <p>In lieu of Bid Security, a Bid Securing Declaration shall be taken from Departments of the State Government and Public Sector Enterprises, Autonomous bodies, Registered Societies, Cooperative Societies which are owned controlled or managed by the State Government and Public Sector Enterprises of Central Government. For the Bid Securing Declaration the</p> |

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|  |                    |                | 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.   |
| <b>4. Clarification and Amendment of RFP Documents</b> |                    |                |  |
| <b>S. No.</b>  | <b>Particulars</b> | <b>Clause</b>  | <b>Description</b>   |
| 4.1  | <b>General</b>     | <b>4.1.1</b>   | 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. |
|  |                    | <b>4.1.2</b>   | <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 (<a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a>) and the Procuring Entity's departmental website.</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>   |
| <b>5. Preparation of Proposals</b>                     |                    |                |  |
| <b>S. No.</b>  | <b>Particulars</b> | <b>Clause</b>  | <b>Description</b>   |
| 5.1  | <b>General</b>     | <b>5.1.1</b>   | 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.   |
|  |                    | <b>5.1.2</b>   | In preparing their Proposal, Organizations are expected to examine in detail the RFP document.   |
|  |                    | <b>5.1.3</b>   | While preparing the Technical Proposal, Organizations must give particular attention to the following:   |
|  |                    | <b>5.1.3.1</b> | If an Organization considers that it may enhance its expertise for the assignment by associating with other  |

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|            |  |                | <p>Organizations in a joint venture or sub-consultancy, it may do so if indicated in the Bid Data Sheet.</p> <p>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>  |
|            |  | <b>5.1.3.2</b> | <p>For Time Based input, the estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Bid Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Organizations.</p> <p>For Fixed-Budget based assignments, the available budget is given in the Bid Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed. For Lump-sum based assignments, the Financial Proposal shall quote the amount being bid by the bidder for the assignment which will be valid across the professional man months required and shall not be revised, unless expressly indicated otherwise, in case the man months exceed the agreed time duration for the said services.</p> |
|            |  | <b>5.1.3.3</b> | <p>Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.</p>   |
|            |  | <b>5.1.3.4</b> | <p>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>  |
| <b>5.2</b> | <b>Technical Proposal Format and Content</b> | <b>5.2.1</b>   | <p>The Bid Data Sheet indicates the format of the Technical Proposal to be submitted. Depending on the nature of the assignment, the Organization is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Bid Data Sheet and using the Standard Forms provided in Section IV of the RFP. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from 5.2.1.1 to 5.2.1.7. The recommended number of pages for the</p>   |

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|  |  |                | description of the approach, methodology and work plan has also been indicated. A page is considered to be one printed side of A4 or letter size paper.   |
|  |  | <b>5.2.1.1</b> | The Technical Proposal should include:<br>Brief description of the Organizations structure ( and an outline of recent experience of the Organization and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section IV. For each assignment, the outline should indicate the names of Sub-Organizations / Professional staff 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. |
|  |  | <b>5.2.1.2</b> | 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.  |
|  |  | <b>5.2.2.3</b> | A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organisation and staffing schedule. Guidance on the content of this Section of the Technical Proposals is provided under Form TECH-4 of Section IV. The work plan should be consistent with the Work Schedule (Form TECH-5 of Section IV) which will show in the form of a bar chart the timing proposed for each activity.  |
|  |  | <b>5.2.2.4</b> | 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 in Form for Team Composition, Assignment and Key Experts Inputs (Form TECH-6 of Section IV).  |
|  |  | <b>5.2.2.6</b> | CVs of the Professional staff shall be signed by the staff themselves and countersigned by the  |

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|  |   |                | Organization (Form TECH-6 Part-II of Section IV).  |
|  |   | <b>5.2.2.7</b> | A detailed description of the proposed methodology and staffing for training, if the Bid Data Sheet specifies training as a specific component of the assignment.  |
|  |   | <b>5.2.2.8</b> | The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information will be declared as non responsive.  |
|  |   | <b>5.3.1</b>   | The Financial Proposal shall be prepared using the attached Bidding Forms (Section IV). It shall list all costs associated with the assignment.  |
| <b>5.4</b>   | <b>Currencies of Proposal and Payments</b>          | <b>5.4.1</b>   | The Prices shall be quoted by the Organizations entirely in Indian Rupees and all payments shall be made in Indian Rupees, unless otherwise specified in Bid Data Sheet.   |
|  |   | <b>5.5.1</b>   | 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.  |
| <b>6. Submission, Receipt and Opening of Proposals</b> |   |                |  |
| <b>S.No</b>  | <b>Particulars</b>                                  | <b>Clauses</b> | <b>Description</b>   |
|  | <b>Submission, Receipt and Opening of Proposals</b> | <b>6.1.1</b>   | 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 format of TECH-1 of Section IV, and FIN-1 of Section IV.   |
|  |   | <b>6.1.2</b>   | The Organization or a person authorised 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. |
|  |   | <b>6.1.3</b>   | The copy of the Technical Proposal shall be submitted online as per clause 5.2.1 and 6.1.3 of bid data sheet.  |
|  |   | <b>6.1.4</b>   | Electronic submission of the Proposals is requested,   |

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|  |  |              | they must be submitted through the website <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> . Any proposal received by the Client after the deadline for submission shall be returned unopened.   |
|  |  | <b>6.1.5</b> | The Client shall open the Technical Proposal at the time and place indicated in the Bid Data Sheet  |
|  |  | <b>6.1.6</b> | The Client's Proposals opening committee shall conduct the opening of the Technical Proposals in the presence of the Organizations or their authorised representatives who choose to attend (in person, or online if this option is offered in the Bid Data Sheet) on the opening date, time and the address as stated in the Bid Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with ITC Clause 7.4  |
|  |  | <b>6.1.7</b> | 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                    | Clause       | Description  |
|------------|--------------------------------|--------------|--|
| <b>7.1</b> | <b>General</b>                 | <b>7.1.1</b> | 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 Organizations' 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. |
| <b>7.2</b> | <b>Evaluation of Technical</b> | <b>7.2.1</b> | The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their   |

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|            | <b>Proposals</b>   |              | 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.   |
| <b>7.3</b> | <b>Financial Proposals for Quality Based selection (QBS)</b>                                 | <b>7.3.1</b> | Following the ranking of Technical Proposals, when selection is based on quality only (QBS), the details of the top ranked Organization will be placed on the State Public Procurement Portal and all other Organizations shall be informed about it. The top ranked Organization shall be invited to negotiate its proposal and the Contract in accordance with the instructions given under ITC 8.2.1 (For Quality Based Selection). If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Organization is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.   |
| <b>7.4</b> | <b>Public Opening and Evaluation of Financial Proposals (for QCBS, FBS, and LCS methods)</b> | <b>7.4.1</b> | 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 |



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|  |                             |                | and is at the Organization's choice.   |
|  |                             | <b>7.4.2</b>   | The Financial Proposals shall be opened publicly by a committee constituted by the Client for this purpose in presence of those Organizations or their authorised 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.   |
|  | <b>Correction of errors</b> | <b>7.4.3</b>   | 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 are made to the Financial Proposal.  |
|  |                             | <b>7.4.3.1</b> | If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost. |
|  | <b>Taxes</b>                | <b>7.5.1</b>   | The Client's evaluation of the Organization's Financial Proposal shall exclude taxes and duties in India, if provided in the Bid Data Sheet.   |

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|   | <b>Conversion to Single Currency</b>                                   | <b>7.6.1</b>  | For the evaluation purposes, prices shall be converted to Indian Rupees (if other currencies are indicated in Bid Data Sheet Para 5.4.1) using the selling rates of exchange, source and date indicated in the Bid Data Sheet.  |
|   | <b>Evaluation in case of Quality cum- Cost- Based Selection (QCBS)</b> | <b>7.7.1</b>  | In 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 (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P= 1) indicated in the Bid Data Sheet: $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations. |
| <b>8. Negotiations and Clarifications</b> |  |               |   |
| <b>S.N.</b>                               | <b>Particulars</b>   | <b>Clause</b> | <b>Description</b>  |
| <b>8.1</b>                                | <b>General</b>   | <b>8.1.1</b>  | 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.  |
|   |  | <b>8.1.2</b>  | The Client shall prepare minutes of negotiations that are signed by the Client and the Organization or its authorised representative.   |
| <b>8.2</b>                                | <b>Availability of Key Experts</b>                                     | <b>8.2.1</b>  | The invited Organization shall confirm the availability of all Key Experts included in the Proposal as a prerequisite to the negotiations, or, if applicable, a replacement in accordance with Clause 3.6 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Organization's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Organization.  |
|   |  | <b>8.2.2</b>  | Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Organization, including but not limited to death or medical incapacity. In such case, the Organization shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original  |

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|                             |   |               | candidate.   |
| <b>8.3</b>                  | <b>Technical negotiations or clarifications</b> | <b>8.3.1</b>  | The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's 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.  |
| <b>8.4</b>                  | <b>Financial negotiations or clarifications</b> | <b>8.4.1</b>  | The negotiations include the clarification of the Organization's tax liability in India and how it should be reflected in the Contract.  |
|                             |   | <b>8.4.2</b>  | 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.   |
|                             |   | <b>8.4.3</b>  | In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by Organizations in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure as above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates. |
| <b>8.5</b>                  | <b>Conclusion of the negotiations</b>           | <b>8.5.1</b>  | 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.  |
| <b>9. Award of Contract</b> |   |               |  |
| <b>S.No.</b>                | <b>Particulars</b>                              | <b>Clause</b> | <b>Description</b>   |
| <b>9.1</b>                  | <b>Award of Contract</b>                        | <b>9.1.1</b>  | 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   |

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|            |                      |              | 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 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 despatched 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. |
|            |                      | <b>9.1.2</b> | If the Organization whose 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.   |
|            |                      | <b>9.1.3</b> | The Organization is expected to commence the assignment on the date and at the location specified in the Bid Data Sheet.   |
|            |                      | <b>9.1.4</b> | Refer to Bid Data Sheet for the type of consultancy contract [Time Based or Lump Sum Based Contract]   |
| <b>9.2</b> | Performance Security | <b>9.2.1</b> | 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 currency of Performance Security shall be Indian Rupees, if not otherwise specified in Bid Data Sheet. The  |

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|                           |                             |               | 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.   |
|                           |                             | <b>9.2.2</b>  | Performance Security shall be furnished in one of the following forms:<br>(a) Bank Draft (b) Banker's Cheque of a Scheduled Bank in India;<br>Performance Security furnished in the form of a document mentioned at options (a) and (b) above shall remain valid for a period of sixty days beyond the date of completion of the services and all contractual obligations of the Organization.   |
|                           |                             | <b>9.2.3</b>  | Forfeiture of Performance Security :Amount of Performance Security in full or part may be forfeited in the following cases :-<br>(a) when the Organization does not execute the agreement in accordance with ITC Clause 9.1 [Award of Contract] within the specified time; after issue of letter of acceptance of offer; or<br>(b) when the Organization fails to commence the Services as per Letter of Award within the time specified; or<br>(c) when the Organization fails to complete the Services satisfactorily within the time specified; or<br>(d) when any terms and conditions of the contract is breached; or<br>(e) to adjust any accepted dues against the Organization from any other contract with the Procuring Entity; or<br>(f) if the Organization breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and ITC Clause 3.1. 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. |
| <b>9.3</b>                | <b>Payments</b>             | <b>9.3.1</b>  | All payments shall be made in Indian Rupees unless otherwise specified in Bid Data Sheet.  |
| <b>9.4</b>                | <b>Schedule of Payments</b> | <b>9.4.1</b>  | Schedule of payment - as per Bid Data Sheet.   |
| <b>10 Confidentiality</b> |                             |               |  |
| <b>No.</b>                | <b>Particulars</b>          | <b>Clause</b> | <b>Description</b>   |
| <b>10</b>                 | <b>Confidentiality</b>      | <b>10.1</b>   | 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. |
| <b>11. Grievance Redressal during Procurement Process.</b> |                            |               |   |
| <b>S.No.</b>   | <b>Particulars</b>         | <b>Clause</b> | <b>Description</b>  |
| <b>11</b>  | <b>Grievance Redressal</b> | <b>11.1</b>   | 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 and as given in Appendix A to these ITC.  |

## **Appendix A : 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 in ITC Clause 11.1 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.

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), 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 ITC Clause 11.1 in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- (4) Appeal not to lie in certain cases

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.

### **(5) Form of Appeal**

- (a) An appeal under para (1) or (3) above 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.
  - (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- (6) Fee for filing appeal
  - (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten 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.
- (7) 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.
  - (c) 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.
  - (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.



## Annexure FORM No. 1

[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:
  - i) Name of the appellant:
  - ii) Official address, if any:
  - iii) Residential address:
2. Name and address of the respondent(s):
  - i)
  - ii)
  - iii)
3. 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:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Grounds of appeal:

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

7. Prayer:

.....  
.....

.....

Place .....

Date .....

Appellant's Signature

## Bid Data Sheet

| ITC Clause Reference |  |
|----------------------|--|
| 2.1.1                | <ul style="list-style-type: none"> <li>The Procuring entity (Client): PMU of Rajasthan Forestry and Biodiversity Project (Phase-2) OR Rajasthan Vaniki Evam Jaiv Vividhata Sanrakshan Society, Jaipur</li> <li>Address: Office of Project Director, Rajasthan Forestry &amp; Biodiversity Project (Phase 2), Aravalli Bhavan, Jhalana Institutional Area, Jaipur, Rajasthan, 302004, India. Telephone No. +91-141-5199660.</li> <li>Method of Selection: Open Competitive Bidding - Quality and Cost Base Selection (QCBS)</li> </ul>  |
| 2.1.3                | Financial Proposal to be submitted together with Technical Proposal : <b>Yes</b><br>Name of the Assignment is: <b>Production of Video Films and Coffee Table Book to showcase achievements in the wildlife areas of project.</b>   |
| 2.1.4                | <p>The Pre-Bid conference will be held: <b>Yes</b><br/>The time and date will be : 1100 Hrs on 16/08/2018 and other details are :<br/>Name and Designation of the client's representative:<br/><b>Joint Project Director (Administration).</b><br/>Address:<br/>Office of the Project Director, Rajasthan Forestry and Biodiversity Project Phase-2, Aravalli Bhavan (Conference Hall), Ground Floor, Jhalana Institutional Area,<br/>City : Jaipur, Rajasthan. Pin Code : 302004<br/>Telephone No. with STD Code : 0141-5199680, Facsimile Number : 0141-5199687 Email Address : pdrfbp.forest@rajasthan.gov.in</p>   |
| 2.1.5                | <p>The Client will provide the following inputs and facilities to Organizations (if asked by Organizations ):</p> <p>1. Client will make available relevant project data and report.</p>   |
| 3.2.1                | Whether Joint Ventures, Consortium or Association are permitted to submit proposals : Yes  |
| 3.6.1                | Proposals must remain valid for 90 days after the last date for submission (Date: 27/08/2018): i.e. up to 26/11/2018   |
| 3.7.1                | <p>Bid Security shall be Rs. 46,000/- through DD in favour of Deputy Project Director (Admin) RFBP-2</p> <p><u>The bidders can submit original demand drafts towards the cost of bid document and Processing fee, bid security by hand, failing which the bids will be declared non-responsive and will not be opened.</u> Consultants must submit Technical Proposal and Financial Proposal through online on website <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>. Scanned copy of Bid document fee and processing fee shall be placed with the technical proposal. Technical proposal shall be placed in first cover and financial proposal shall be placed in second cover. Proposals must be submitted online not later than date and time stated in Clause 6.1.3 of the Data Sheet below.</p> |
| 4.1.1                | Clarifications may be requested not later than 07 days before the last date of depositing bidding forms (i.e. upto 20/08/2018).  |

|           | <p>For clarification purposes only, the procuring entities (client's) address is :<br/>           Attention :Joint Project Director (Administration)<br/>           Address: Office of the Project Director, Rajasthan Forestry and Biodiversity Project Phase-2, Aravalli Bhavan (Room No. 32), Ground Floor, Jhalana Institutional Area, Jaipur-302004, Rajasthan.<br/>           City : Jaipur Pin Code : 302004<br/>           Telephone No. with STD Code : 0141-5199680<br/>           Facsimile Number : 0141-2709101<br/>           Email Address : <a href="mailto:pdrfbp.forest@rajasthan.gov.in">pdrfbp.forest@rajasthan.gov.in</a></p>   |           |  |           |           |           |          |    |   |    |  |
|-----------|--|-----------|--|-----------|-----------|-----------|----------|----|---|----|--|
| 5.1.1     | Proposals and related correspondence language: English   |           |  |           |           |           |          |    |   |    |  |
| 5.1.3.1   | Organizations may associate with other Organizations (Yes/No): Yes   |           |  |           |           |           |          |    |   |    |  |
| 5.1.3.2   | For Time Based Input : Estimated total cost of the assignment : INR 23,00,000 (including service tax, if applicable)   |           |  |           |           |           |          |    |   |    |  |
| 5.2.1     | <p>i. The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP)</p> <p>ii. Consultants must submit single stage; two cover system for Technical Proposal and Financial Proposal online on website <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>. Scanned copy of Bid document fee and processing fee shall be placed with the technical proposal. Technical proposal shall be placed in first cover and financial proposal shall be placed in second cover. Proposals must be submitted online not later than date and time stated in Clause 6.1.3 of the Data Sheet below.</p>   |           |  |           |           |           |          |    |   |    |  |
| 5.5.1     | Amounts payable by the Client to the Organization under the contract to be subject to local taxation : <b>Yes</b>  |           |  |           |           |           |          |    |   |    |  |
| 6.1.2     | Organization should submit one hard copy also of the Technical Proposal.   |           |  |           |           |           |          |    |   |    |  |
| 6.1.3     | The last date of on-line submission of RFP is 27/08/2018, up to 1400 Hrs on website <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> RFP will not be accepted by email or by fax or by post or by hand etc. in any case.  |           |  |           |           |           |          |    |   |    |  |
| 6.1.5     | <p>i. Online submitted Technical Proposals will be opened on 27/08/2018 at 1600 Hrs at o/o PMU of Rajasthan Vaniki Evam Jaiv Vividhata Sanrakshan Society, Jaipur, Aravalli Bhavan, Jhalana Institutional Area, Jaipur, Rajasthan, 302004, India.</p> <p>ii. Financial proposal shall remain unopened and secured on website <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>.</p>  |           |  |           |           |           |          |    |   |    |  |
| 7.2.1     | <p>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)</p> <table border="1"> <thead> <tr> <th>Item Code</th><th>Parameter</th><th>Max Marks</th><th>Criteria</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Value of work orders obtained for Short Films / audio video productions and production of print production jobs and in any one of last 03 Financial years</td><td>10</td><td> <p>(i) 5 marks for work orders of value of Rs.25 Lakh in any one of the last three Financial Years, i.e. any one of the financial years 2015-16, 2016-17 and 2017-18.</p> <p>(ii) 5 marks for additional work orders of value of Rs.25 Lakh or</p> </td></tr> </tbody> </table> |           |  | Item Code | Parameter | Max Marks | Criteria | 1. | Value of work orders obtained for Short Films / audio video productions and production of print production jobs and in any one of last 03 Financial years | 10 | <p>(i) 5 marks for work orders of value of Rs.25 Lakh in any one of the last three Financial Years, i.e. any one of the financial years 2015-16, 2016-17 and 2017-18.</p> <p>(ii) 5 marks for additional work orders of value of Rs.25 Lakh or</p> |
| Item Code | Parameter  | Max Marks | Criteria   |           |           |           |          |    |   |    |  |
| 1.        | Value of work orders obtained for Short Films / audio video productions and production of print production jobs and in any one of last 03 Financial years  | 10        | <p>(i) 5 marks for work orders of value of Rs.25 Lakh in any one of the last three Financial Years, i.e. any one of the financial years 2015-16, 2016-17 and 2017-18.</p> <p>(ii) 5 marks for additional work orders of value of Rs.25 Lakh or</p> |           |           |           |          |    |   |    |  |

|       |  |  |            |  |
|-------|--|--|------------|--|
|       |  |  |            | more in the same financial year as of serial no. (i) above.  |
|       | 2  | Composition of professional team by whom the present assignment will be executed | 10         | Marks will be awarded on the basis of qualifications and experience of the Key Personnel of the team which will be adjudged on the basis of their CVs attached with the Bid. |
|       | 3  | Cinematography of the Show-Reel presentation                                     | 12         | Evaluation will be done by a committee of officers constituted for this purpose and marks will be awarded by it.   |
|       | 4  | Quality of photography, layout and designing of print jobs.                      | 8          | Same as at Serial Number 3 above.  |
|       | 5  | Audio of the Show-Reel presentation  | 10         | Same as at Serial Number 3 above.  |
|       | 6  | Communication of message of the work submitted                                   | 20         | Same as at Serial Number 3 above.  |
|       | 7  | Quality of the script of the film and language of print production jobs.         | 20         | Same as at Serial Number 3 above.  |
|       | 8  | Quality and overall impact of the finally delivered product / film.              | 10         | Same as at Serial Number 3 above.  |
|       |  | <b>Total</b>   | <b>100</b> |  |
|       | A Bidder will be required to obtain minimum 60 marks to qualify.   |  |            |  |
| 7.4.2 | <p>i. After the evaluation of online submitted Technical Proposal, the list of technically responsive consultant shall be uploaded on <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>. with the date of the public opening of financial proposal . The department will inform date and time of the public opening of financial proposal to the technically responsive consultant by mail, fax and post. Expected date (month/year) for public opening of Financial Proposals: September 2018 at o/o PMU of Rajasthan Vaniki Evam Jaiv Vividhata Sanrakshan Society, Jaipur, Aravalli Bhavan , Jhalana Institutional Area, Jaipur, Rajasthan, 302004, India.</p> <p>ii. Financial Proposal will be opened within 30 days of technical bid opening</p> |  |            |  |
| 7.5.1 | <p>7.5.1 (i) Service Tax is now replaced with the Goods and Service Tax (GST). The Client shall reimburse the GST, as payable, to the Consultant against proof of payment. All other taxes and duties shall be borne by the consultant, sub-consultant &amp; the Personnel.</p>  |  |            |  |

|       | (ii) 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  |   |                  |        |    |  |                                |    |   |                           |    |   |   |
|-------|---|---|------------------|--------|----|--|--------------------------------|----|---|---------------------------|----|---|---|
| 7.7.1 | The formula for determining the financial scores is the following:<br>SF = 100 x Fm / F, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration. The weights given to the Technical and Financial Proposals are: T= 0.8, and P = 0.2  |   |                  |        |    |  |                                |    |   |                           |    |   |   |
| 8.1.1 | Expected date and address for contract negotiations:<br>Contract negotiations meeting will be held within 15 days after opening the financial bid.<br>Address: Deputy Project Director (Administration), Office of Project Director, Rajasthan Forestry & Biodiversity Project (Phase 2), Aravalli Bhavan, Jhalana Institutional Area, Jaipur, Rajasthan, 302004, India.<br>Telephone No. +91-141-5199660   |   |                  |        |    |  |                                |    |   |                           |    |   |   |
| 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 : 20 days   |   |                  |        |    |  |                                |    |   |                           |    |   |   |
| 9.1.3 | Expected date and location for commencement of consulting services are:<br>Date 15/09/2018<br>Location at Jaipur (Project Area including 15 districts and 7 WLS)  |   |                  |        |    |  |                                |    |   |                           |    |   |   |
| 9.1.4 | The contract will be a: Time Based Contract   |   |                  |        |    |  |                                |    |   |                           |    |   |   |
| 9.2.1 | Whether Performance Security or Performance Security Declaration shall be required from the successful Organization (Yes/ No): Yes<br>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   |   |                  |        |    |  |                                |    |   |                           |    |   |   |
| 9.4.1 | <b>The schedule of Payments shall be as follows:</b><br>(An indicative pattern is given below) <table><tr><th>S.No.</th><th>Assignment Stage</th><th>Amount</th></tr><tr><td>1.</td><td>On the commencement date against the submission of Bank Guarantee.</td><td>Upto 25% of the contract value</td></tr><tr><td>2.</td><td>On submission of films and CTB dummy for approval</td><td>25% of the contract value</td></tr><tr><td>3.</td><td>On submission of final output – 10 nos of 11 individual films, 200 nos of consolidated film and 200 CTBs.</td><td>Remaining contract amount after adjusting any advances/ recovery/ excess payments made earlier.</td></tr></table> | S.No.   | Assignment Stage | Amount | 1. | On the commencement date against the submission of Bank Guarantee. | Upto 25% of the contract value | 2. | On submission of films and CTB dummy for approval | 25% of the contract value | 3. | On submission of final output – 10 nos of 11 individual films, 200 nos of consolidated film and 200 CTBs. | Remaining contract amount after adjusting any advances/ recovery/ excess payments made earlier. |
| S.No. | Assignment Stage  | Amount  |                  |        |    |  |                                |    |   |                           |    |   |   |
| 1.    | On the commencement date against the submission of Bank Guarantee.  | Upto 25% of the contract value  |                  |        |    |  |                                |    |   |                           |    |   |   |
| 2.    | On submission of films and CTB dummy for approval   | 25% of the contract value   |                  |        |    |  |                                |    |   |                           |    |   |   |
| 3.    | On submission of final output – 10 nos of 11 individual films, 200 nos of consolidated film and 200 CTBs.   | Remaining contract amount after adjusting any advances/ recovery/ excess payments made earlier. |                  |        |    |  |                                |    |   |                           |    |   |   |
| 11.1  | The Designation and Address of the First Appellate Authority is :<br>Additional Project Director (Administration)<br>Address: Office of the Project Director, Rajasthan Forestry and Biodiversity Project Phase-2, Aravalli Bhavan (Room No. 8), Ground Floor, Jhalana Institutional Area, Jaipur-302004, Rajasthan.<br>The Designation and Address of the Second Appellate Authority is :<br>An official authorized by the Government of Rajasthan.  |   |                  |        |    |  |                                |    |   |                           |    |   |   |

## **SECTION II**

### **Qualification and Evaluation Criteria**

## Section II: Qualification and Evaluation Criteria

### A. Qualification Criteria

1. The Bidder must be a registered entity in India as a proprietorship/ partnership firm or a private limited or a public limited company under the Indian Companies Act or any other body registered under respective law of India.
2. The Bidder must not have been debarred by the Government of Rajasthan or Department of Information and Public Relations (DIPR) or Forests Department. The Bidder must declare that there is no any previous transgression by him with any entity in India or any other country during the last three years and there is no debarment by any other procuring entity.
3. The Bidder must be in the field of providing services of designing brochures, publicity material, coffee table book (CTB), annual reports and other related graphic designing works for print. They must also be in the field of providing services for production of Short Films, Ad. Films, Ad. Films (Animation), Video Spots, 35 MM Films and other audio video productions to State Government Departments/ State Public Sector Enterprises of Rajasthan, Central Government Departments/ Central Public Sector Enterprises, private organizations for at least last three years.
4. The Bidder must have an average turnover of at least Rupees 25 Lakh from rendering of services as defined above in the last THREE financial years, i.e. years 2015-16, 2016-17 and 2017-18. Audited annual accounts of the firm and a certificate of statutory auditor of the Bidder about the figures of turnover must be attached with the Bid for this purpose.
5. The Bidder must have produced qualitative print jobs like brochures, annual reports, coffee table books etc. and documentary films for State Government Departments/ State Public Sector Enterprises of Rajasthan, Central Government Departments/ Central Public Sector Enterprises or reputed private organizations in last three financial years i.e. years 2015-16, 201-17 and 2017-18.
6. The Bidder must have a dedicated team of at least following experienced personnel deployed in his office :
  - a. Visualizer / Designer
  - b. Copywriter
  - c. Photographer (still photography)
  - d. Videographer
  - e. Expert aerial photographer / videographer with LOS and non-LOS flying experience as required for documentation.
  - f. Video editor
  - g. Technical support staff for designing, post processing and post shoot production.

The nature of assignment requires inputs from an Expert in forestry and wildlife conservation field. The bidder should be in a position to engage services of such an expert. A consent letter from an expert in forestry and wildlife conservation field for getting associated in this assignment shall be required. Curriculum Vitae of the other concerned personnel in the prescribed format must be attached with the Bid.

7. The Bidder must be registered for Goods and Service Tax.
8. The Bidder must have PAN number issued by Income Tax Department.

## **B. Evaluation Criteria**

### **1. Evaluation of Technical Proposals (Bids)**

The Bidders who fulfil the Qualification criteria will be further required to give a presentation on their organizational strengths and a Show-reel presentation of their past work preferably for State Government Departments/ State Public Sector Enterprises of Rajasthan, Central Government Departments/ Central Public Sector Enterprises by submitting hard copies of actual work produced (brochures, annual reports, coffee table books, etc) and at least one short film.

Evaluation will be done by a committee of officers constituted for this purpose and marks will be awarded by it. The maximum marks for the presentation will be 100 and its distribution of marks on various parameters will be as follows:

| <b>Item Code</b> | <b>Parameter</b>  | <b>Max Marks</b> | <b>Criteria</b>   |
|------------------|---|------------------|---|
| 1.               | Value of work orders obtained for Short Films / audio video productions and production of print production jobs and in any one of last 03 Financial years | 10               | (i) 5 marks for work orders of value of Rs.25 Lakh in any one of the last three Financial Years, i.e. any one of the financial years 2015-16, 2016-17 and 2017-18.<br>(ii) 5 marks for additional work orders of value of Rs.25 Lakh or more in the same financial year as of serial no. (i) above. |
| 2                | Composition of professional team by whom the present assignment will be executed  | 10               | Marks will be awarded on the basis of qualifications and experience of the Key Personnel of the team which will be adjudged on the basis of their CVs attached with the Bid.  |
| 3                | Cinematography of the Show-   | 12               | Evaluation will be done by a  |



|   |  |            |   |
|---|--|------------|---|
|   | Reel presentation  |            | committee of officers constituted for this purpose and marks will be awarded by it. |
| 4 | Quality of photography, layout and designing of print jobs.              | 8          | Same as at Serial Number 3 above.   |
| 5 | Audio of the Show-Reel presentation                                      | 10         | Same as at Serial Number 3 above.   |
| 6 | Communication of message of the work submitted                           | 20         | Same as at Serial Number 3 above.   |
| 7 | Quality of the script of the film and language of print production jobs. | 20         | Same as at Serial Number 3 above.   |
| 8 | Quality and overall impact of the finally delivered product / film.      | 10         | Same as at Serial Number 3 above.   |
|   | <b>Total</b>   | <b>100</b> |   |

A Bidder will be required to obtain minimum 60 marks to qualify.

The sample of print production jobs executed by them and copy of the film produced by them to be submitted by bidder in a sealed cover upto 12:00 noon of the day of opening of Technical Bids along with the sealed cover containing hard copies of proof of payment of Bid Security, processing fee and price of Bidding Document.

The total score obtained in Technical Bid evaluation shall be called Technical Score (ST).

## 2. Evaluation of Financial Proposals (Bids)

Financial Bid of only those Bidders shall be opened who secure at least 60 marks in evaluation of their Technical Bid and their Bid is responsive.

The evaluation of financial bid shall be done to arrive at the Financial Score (SF). The financial score shall be calculated by the formula:

$$SF = 100 \times F_m / F$$

Where SF = Financial Score of the bidder

F<sub>m</sub> = The lowest price quoted

F = Price of the proposal under consideration

For the final score 80% weightage shall be given to technical score and 20% weightage shall be given to financial score.

$$\text{FINAL SCORE} = ST \times 0.8 + SF \times 0.2$$

The bidder with highest final score shall be considered for award of contract.

## **SECTION III**

### **Terms of Reference**

## **Section III: Terms of Reference**

### **Background**

Rajasthan Forestry and Biodiversity Project- Phase 2 ("RFBP- 2") is a JICA assisted project being implemented in 10 desert districts (Barmer, Bikaner, Churu, Jaisalmer, Jalore, Jhunjhunun, Jodhpur, Nagaur, Pali and Sikar), 05 non desert districts (Banswara, Dungarpur, Sirohi, Bhilwara and Jaipur) and within 2 km fringe area of 07 wild life sanctuaries (Keladevi WL Sanctuary, Kumbhalgarh WL Sanctuary, Fulwari Ki Nal WL Sanctuary, RaoliTodgarh WL Sanctuary, Sitamata WL Sanctuary, Bassi WL Sanctuary and Jaisamand WL Sanctuary) of Rajasthan.

The various project activities and interventions are divided into different packages. The main components of the project are afforestation, biodiversity conservation and poverty alleviation & livelihood improvement.

### **Description of component Biodiversity Conservation**

In order to protect the vulnerable / endangered species in Rajasthan, Biodiversity Conservation component has been undertaken in the project. The activities have been executed in two ways:

1. Biodiversity Conservation through EDC : Eco Development Committee have been formed in the fringe areas (2km from the boundary) of selected 7 wildlife sanctuaries. Better viable livelihood options which satisfy their basic socio economic needs through sustainable use of plants, animals and other genetic resources have been promoted. The activities executed include drainage line treatment, construction of water points and creation of biodiversity closures.
2. Biodiversity conservation undertaken by RFD (directly) : The department has directly executed activities for in-situ conservation of germ plasm of Four Horned Antelope (Kumbhalgarh and Sitamata WLS), in-situ conservation of germplasm of Great Indian Bustard (Desert National Park, Jaisalmer) and creation / development of biological parks (Machia, Jodhpur | Sajjangarh, Udaipur and Nahargarh, Jaipur).

### **Assignment**

To showcase the significant achievements of project interventions under Biodiversity Conservation component of the RFBP-2 through Documentary Film and a Coffee Table Book (CTB). It is proposed to prepare 11 short films of the targeted project sites (Duration approx 5 minutes), a consolidated film (Duration: 25-30 minutes) and a Coffee Table Book with good quality photographs and relevant information.

### **Objectives of the assignment**

#### **The broad objectives of production of Films and CTB are:**

- Documentation of project interventions
- Impact of interventions – increase in numbers of endangered species,

- How the biological parks have become new tourist destinations
- How the biological parks are contributing towards creating awareness and empathy for wild life.
- How the ecotourism sites have impacted the life standards of neighboring communities besides contributing to state revenue.

## **Scope of work**

### **The broad scope of work includes, but not limited to:**

1. Pictorial documentation of project interventions at 7 WLS executed through EDCs (DLT works, development of water points and creation of biodiversity closure).
2. Documentation (textual and pictorial) and impact of project activities for in-situ conservation of germplasm of Four Horned Antelope at Kumbhalgarh and Sitamata WLS.
3. Documentation (textual and pictorial) and impact of project activities for in-situ conservation of germplasm of Great Indian Bustard (GIB) at Desert National Park, Jaisalmer.
4. Rationale behind development of Biological Parks and how the three Biological Parks developed under the project are contributing towards conservation of biodiversity besides becoming popular tourist destinations in their respective cities.
5. Pictorial documentation of how project interventions have contributed in improving the quality of life of the villagers by providing them with alternate source of life sustainability.

## **Methodology**

The pictorial documentation which is the essence of the assignment will have to be of the highest quality. Photographs shot from ground must be of or above 20 megapixel resolution. Aerial photographs must be of above 16 megapixel resolution and aerial video footage must be shot in 4K. Drone photography is must. If needed the footage can be downloaded for post production to FHD (1920 x 1080)

The selected organization will be required to send a team to all the 7 WLS where biodiversity conservation activities are executed through EDCs for video and still photography. Similarly the team will have to visit Kumbhalgarh WLS, Sitamata WLS and Desert National Park for video / still photography of in situ conservation of germplasm activities. For video / still photography of the biological parks, the team will have to visit Jodhpur, Udaipur and Jaipur. The relevant details for the textual documentation shall be available at these sites and any additional information required shall be provided by the PMU.

The information collected by the team at various locations and from PMU will form the basis for editorial of the CTB and script of the film. The organization will have to take prior approval of the text and script from the PMU.

### **Inception Meeting with PMU**

Immediately after the award of contract, the selected organization shall prepare a detailed work plan in consultation with the PMU. The organization shall prepare an inception report illustrating approach, schedule, route plan, composition of team / experts along with details of their qualification / experience / projects worked on, specification of CTB (size, paper, binding...) etc. The report shall be submitted to PMU for approval.

### **Output / Deliverables**

The organization shall be required to submit DVD of films for approval. A dummy of CTB is also required to be submitted to PMU for verifying the facts and photographs to be used.

After the approval of film contents and CTB dummy, the final deliverables shall be :

1. 10 Nos each of 11 short films on DVD.
2. 200 Nos of consolidated film on DVD
3. 200 Nos of Coffee Table Book (suggested size 14.5" x 11.5", approx 100 pages, hard cover).

### **Terms of payment**

All payments shall be made in Indian Rupees.

The payment shall be made as per the following:

| <b>S.No.</b> | <b>Assignment Stage</b>  | <b>Amount</b>   |
|--------------|--|---|
| 1.           | On the commencement date against the submission of Bank Guarantee.   | Upto 25% of the contract value  |
| 2.           | On submission of films and CTB dummy for approval  | 25% of the contract value   |
| 3.           | On submission of final output – 10 nos each of 11 individual films, 200 nos of consolidated film and 200 CTBs. | Remaining contract amount after adjusting any advances/ recovery/ excess payments made earlier. |

### **Assignment Duration**

The duration of the Assignment shall be 06 months from the date of award of contract.

## **SECTION IV**

### **Bidding Forms**

## Section IV: Bidding Forms

### Checklist of Required Technical Proposal Forms

| Required for<br>FTP or STP (√) |     | Form     | DESCRIPTION   | Page<br>Limit |
|--------------------------------|-----|----------|---|---------------|
| FTP                            | STP |          |   |               |
| √                              | √   | TECH-1   | Technical Proposal Submission Form  | 02            |
| √                              |     | TECH-2   | Organization structure and Experience.  | 10            |
| √                              |     | TECH-2 A | Organization's structure  |               |
| √                              |     | TECH-2B  | Organization's Experience   |               |
| √                              |     | TECH3    | Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client. | 3             |
| √                              |     | TECH-3A  | A. On the Terms of Reference  |               |
| √                              |     | TECH-3B  | On the Counterpart Staff and Facilities   |               |
| √                              |     | TECH-4   | Description of the Approach, Methodology, and Work Plan for Performing the Assignment                                   | 15            |
| √                              |     | TECH-5   | Work Schedule and Planning for Deliverables   | 3             |
| √                              |     | TECH-6   | Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)  | 15            |

**All pages of the original Technical and Financial Proposal shall be signed by the Organization or the same authorised representative of the Organization who signs the Proposal.**

**Form TECH-1**  
**TECHNICAL PROPOSAL SUBMISSION FORM**

{Notes to Organization}: Required information to be filled in brackets { }, throughout Section IV, this is to provide guidance to the Organization for preparing the Technical Proposal and Financial Proposal; they should not appear on the Proposals to be submitted.}

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{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the Organization for ***Designing & Printing of a Coffee Table Book along with production of a short film to showcase significant achievements in the wildlife areas under project scope*** in accordance with your Request for Proposal dated *[Insert Date]*. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

{If the Organization is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

OR

If the Organization's Proposal includes other partners, insert the following: We are submitting our Proposal with the following organization as Sub-Organizations: {Insert a list with full name and address of each Sub-Organization.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and action may be taken against us under the provisions of the Act and the Rules.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet, Clause 3.6.1
- (c) We declare that we have complied with the and shall continue to comply with the provisions of Code of Integrity contained in the Act, Rules and the RFP Document in



competing for and in execution of the Contract and that we have no conflict of interest as stated in the RFP Document;

- (d) We meet the Eligibility and Qualification criteria as required in the RFP Document
- (e) We undertake to negotiate a Contract on the basis of the proposed Key personnel. We accept that the substitution of Key personnel for reasons other than those stated in the RFP Document may lead to the termination of Contract negotiations;
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (g) We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 9.1.3 of the Bid Data Sheet.
- (h) We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Organization (firm's/ company's name or JV's name): \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

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

**Form TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)**  
**ORGANIZATION'S STRUCTURE AND EXPERIENCE**

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Form TECH-2: a brief description of the organization's structure and an outline of the recent experience of the organization that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the organization's Key Experts and Sub-Organizations who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Organization), and the Organization's role/involvement.

**A. Organization Structure**

1. Provide here a brief description of the background and organization of your firm/company.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

**B. Organization's Experience**

1. List only previous assignments of similar nature successfully completed in the last [3] Years.
2. List only those assignments for which the Organization was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Organization's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Organization, or that of the Organization's partners or Sub-Organizations, but can be claimed by the Experts themselves in their CVs. The Organization should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

| <b>Duration of Assignment<br/>(e.g. Jan. 2016- May 2017)</b> | <b>Title of the Assignment</b> | <b>Name of the Client</b> | <b>Specific Objectives &amp; Outcome</b> | <b>Total Value of the Assignment (INR)</b> | <b>Salient features of the Assignment</b> |
|--|--------------------------------|---------------------------|--|--|---|
|  |                                |                           |  |  |   |
|  |                                |                           |  |  |   |

**Form TECH-3 (FOR FULL TECHNICAL PROPOSAL)**  
**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF,**  
**AND FACILITIES TO BE PROVIDED BY THE CLIENT**

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Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

**A - On the Terms of Reference**

{Improvements to the Terms of Reference, if any}

**B - On Counterpart Staff and Facilities**

**Form TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)**  
**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN**  
**RESPONDING TO THE TERMS OF REFERENCE**

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Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

**a) Technical Approach, Methodology and Work Plan**

**b) Organization and Staffing**

- a) Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/ copy the TOR here.}

**Work Plan.** {Please outline the plan for the implementation of the main activities/ tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

- b) Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

## Form TECH-5 (FOR FTP)

### WORK SCHEDULE AND PLANNING FOR DELIVERABLES

| Deliverables (D)                                    | WORK SCHEDULE |
|---|---------------|
| Meeting with PMU and submission of inception report |               |
| Field Planning                                      |               |
| Site wise schedule                                  |               |
| Submission of CTB dummy & film for approval         |               |
| Submission of final report                          |               |

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

|     | Name | Position                           | Qualification | Experience |
|-----|------|------------------------------------|---------------|------------|
| K-1 |      | Forestry & Wildlife Expert         |               |            |
| K-2 |      | Visualiser / Designer              |               |            |
| K-3 |      | Copywriter                         |               |            |
| K-4 |      | DTP Operator                       |               |            |
| K-5 |      | Photographer                       |               |            |
| K-6 |      | Videographer                       |               |            |
| K-7 |      | Aerial photographer / Videographer |               |            |
| K-8 |      | Video Editor                       |               |            |
|     |      | Support Staff details              |               |            |

### CURRICULUM VITAE (CV)

(Please affix a recent passport size coloured photograph)

|   |                               |
|---|-------------------------------|
| <b>Position Title and No.</b>           | {e.g., K-1, TEAM Coordinator} |
| <b>Name of Expert:</b>                  | {Insert full name}            |
| <b>Date of Birth:</b>                   | {day/month/year}              |
| <b>Country of Citizenship/Residence</b> |                               |

**Education:** {List College/University or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

**FORM TECH-6 (CONTINUED)**

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**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

| S .<br>NO | Period | Employing Organization and<br>your title/position. Contact<br>information for reference | State/<br>Country | Summary of activities<br>performed relevant to<br>the Assignment |
|-----------|--------|---|-------------------|--|
|           |        |   |                   |  |
|           |        |   |                   |  |
|           |        |   |                   |  |
|           |        |   |                   |  |
|           |        |   |                   |  |

**FORM TECH-6 (CONTINUED)**

**Language Skills (indicate only languages in which you can work):**

| S. NO. | Language | Please tick (√) |       |       |         |
|--------|----------|-----------------|-------|-------|---------|
|        |          | Read            | Write | Speak | Fluency |
| 1.     | Local    |                 |       |       |         |
| 2.     | Hindi    |                 |       |       |         |
| 3.     | English  |                 |       |       |         |

**Adequacy for the Assignment:**

| Detailed Tasks Assigned to Organization's Team of Experts:                       | Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks |
|--|---|
| {List all deliverables/tasks as in TECH- 5 in which the Expert will be involved} |   |
|  |   |
|  |   |
|  |   |
|  |   |

**Expert's contact information:** (e-mail ....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal and action under provisions of the Act and the Rules by the Client.

{day/month/year}

\_\_\_\_\_  
Name of Expert

\_\_\_\_\_  
Signature

Date:

{day/month/year}

\_\_\_\_\_  
Name of the Organization or his Counter Signature

Date

\_\_\_\_\_  
Authorised Signatory (the same who signs the Proposal)

## **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 I, Instructions to Organizations. Forms FIN-1 to FIN-4 must be completed and submitted online on website <http://eproc.rajasthan.gov.in> strictly in accordance with the instructions.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method

FIN-4 Reimbursable expenses



**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 [*insert title 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) currency(ies)} {Insert amount(s) in words and figures}, [*Insert "including" or "excluding"*] of all indirect local taxes in accordance with Clause 5.5.1. in the Bid Data Sheet. The estimated amount of local indirect taxes is Indian Rupees {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {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 3.6.1 of 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") Organization must state the proposed costs in accordance with Clause 5.4.1 of Bid Data Sheet.*

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 External evaluation/ Study)

| S. No.  | Items  | Single Price in Indian Rupees |
|---|--|-------------------------------|
| 1.  | Production of Video Films and Coffee Table Book to showcase achievements in the wildlife areas of project. |                               |
|   | Taxes (as applicable)  |                               |
| <b>Total Cost of the Financial Proposal:<br/>( Should match the amount in Form FIN-1)</b> |  |                               |

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, in accordance with the Instructions to Organizations (hereinafter "the ITC"),
- iii. do not accept the correction of errors in accordance with the ITC, or
- iv. breach any provision of the Code of Integrity specified in the ITC;

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 Organizations (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:**

**Place:**

**Signature of bidder**

**Name**

**Designation:**

**Address:**

# **SECTION V**

## **General Conditions of Contract**

## Section VA: General Conditions of Contract

### (General Provisions)

| S. No.            | Particulars | Clause             | Description   |
|-------------------|-------------|--------------------|---|
| <b>1. General</b> |             |                    |   |
| <b>1.1</b>        |             | <b>Definitions</b> | Unless the context otherwise requires, the following terms wherever used in this Contract have the following meanings:  |
|                   |             | <b>1.1.1</b>       | “Act” means the Rajasthan Transparency in Public Procurement Act, 2012.   |
|                   |             | <b>1.1.2</b>       | “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.   |
|                   |             | <b>1.1.3</b>       | “Client” means the Procuring Entity that will receive the services of the Organization under the Contract.  |
|                   |             | <b>1.1.4</b>       | “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.   |
|                   |             | <b>1.1.5</b>       | “Contract” means the legally binding written agreement was signed by the Parties, that are these General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), Bidding Forms and the Appendices.                      |
|                   |             | <b>1.1.6</b>       | “Day” means a calendar day, unless indicated otherwise in the SCC.  |
|                   |             | <b>1.1.7</b>       | “Effective Date” means the date on which this Contract comes into force and effect.   |
|                   |             | <b>1.1.8</b>       | “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. |
|                   |             | <b>1.1.9</b>       | “Foreign Currency” means any currency other than the Indian Rupees.   |
|                   |             | <b>1.1.10</b>      | “GCC” mean these General Conditions of Contract.  |
|                   |             | <b>1.1.11</b>      | “Joint Venture (JV)” means an association with a legal personality distinct from that   |

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|  |  |               | 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.   |
|  |  | <b>1.1.12</b> | “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.  |
|  |  | <b>1.1.13</b> | “Local Currency” means Indian Rupees.  |
|  |  | <b>1.1.14</b> | “Member” means any of the entities that make up the Joint Venture/ Consortium/Association; and “Members” means all these entities.   |
|  |  | <b>1.1.15</b> | “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.  |
|  |  | <b>1.1.16</b> | “Party” means the Client or the Organization, as the case may be, and “Parties” means both of them.  |
|  |  | <b>1.1.17</b> | “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. |
|  |  | <b>1.1.18</b> | “Reimbursable expenses” where applicable means all assignment-related costs other than Organization’s remuneration.  |
|  |  | <b>1.1.19</b> | “Rules” means the Rajasthan Transparency in Public Procurement   |



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|                          |   |               | Rules, 2012.   |
|                          |   | <b>1.1.20</b> | “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.  |
|                          |   | <b>1.1.21</b> | “Services” means the work to be performed by the Organization pursuant to this Contract.   |
|                          |   | <b>1.1.22</b> | “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.   |
|                          |   | <b>1.1.23</b> | “Third Party” means any person or entity other than the Government, the Client, the Organization or a Sub - Organization .   |
|                          |   | <b>1.1.24</b> | “In writing” means communicated in written form as a letter, E-mail, fax to the specified address, contact id with proof of receipt.   |
| <b>2. Interpretation</b> |   |               |  |
| <b>2.1</b>               | <b>Relationship Between the Parties</b> | <b>2.1.1</b>  | 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. |
| <b>2.2</b>               | <b>Law Governing the Contract</b>       | <b>2.2.1</b>  | This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.   |
| <b>2.3</b>               | <b>Language</b>                         | <b>2.3.1</b>  | Controlling language for all matters relating to the meaning or interpretation of this Contract.   |
| <b>2.4</b>               | <b>Headings</b>                         | <b>2.4.1</b>  | The headings shall not limit, alter or affect the meaning of this Contract.  |
| <b>2.5</b>               | <b>Notices, Communications</b>          | <b>2.5.1</b>  | 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   |

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|                             |   |              | 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.   |
|                             |   | <b>2.5.2</b> | 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.  |
| <b>2.6</b>                  | <b>Location</b>                                     | <b>2.6.1</b> | 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.  |
| <b>2.7</b>                  | <b>Authority of Member in Charge or Team Leader</b> | <b>2.7.1</b> | 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.   |
| <b>2.8</b>                  | <b>Authorized Representatives</b>                   | <b>2.8.1</b> | 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.   |
| <b>3. Code of Integrity</b> |   |              |  |
| <b>3.1</b>                  | <b>Code of Integrity</b>                            | <b>3.1.1</b> | 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-<br>(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; |

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|            |  |              | <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 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> |
| <b>3.2</b> | <b>Measures to be Taken On Breach Of Code of Integrity</b> | <b>3.2.1</b> | <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>  |
| <b>3.3</b> | <b>Commissions and Fees</b>                                | <b>3.3.1</b> | <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</p>   |

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|  |  |              | 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.  |
| <b>4. Commencement, Completion, Modification and Termination of Contract</b> |  |              |  |
| <b>4.1</b>   | <b>Effectiveness of Contract</b>                               | <b>4.1.1</b> | 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.  |
|  | <b>Forfeiture of Performance Security</b>                      | <b>4.1.2</b> | Performance Security amount in full or in part may be forfeited by the Client in any of the following cases:-<br>(a) If the Organization fails to commence the Services within the time period after signing of the agreement as specified by the Client.<br>(b) If any of the terms and conditions of the Contract is breached.<br>(c) When the Organization fails to execute the Contract satisfactorily.<br>(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.<br>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. |
| <b>4.2</b>   | <b>Termination of Contract for Failure to Become Effective</b> | <b>4.2.1</b> | 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   |

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|                         |                                    |              | 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.  |
| <b>4.3</b>              | <b>Commencement of Services</b>    | <b>4.3.1</b> | 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.   |
| <b>4.4</b>              | <b>Expiration of Contract</b>      | <b>4.4.1</b> | Unless terminated earlier, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.  |
| <b>4.5</b>              | <b>Entire Agreement</b>            | <b>4.5.1</b> | 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.  |
| <b>4.6</b>              | <b>Modifications or Variations</b> | <b>4.6.1</b> | 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.   |
|                         |                                    | <b>4.6.2</b> | In cases of substantial modifications or variations, the prior written consent of the competent authority of the Procuring Entity will be required.   |
| <b>5. Force Majeure</b> |                                    |              |   |
| <b>5.1</b>              | <b>Definition</b>                  | <b>5.1.1</b> | 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 |

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|            |   |              | 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 .   |
|            |   | <b>5.1.2</b> | 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.                      |
|            |   | <b>5.1.3</b> | Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.  |
| <b>5.2</b> | <b>No Breach of Contract Due to Force Majeure</b> | <b>5.2.1</b> | 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. |
| <b>5.3</b> | <b>Measures to be Taken</b>                       | <b>5.3.1</b> | 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.   |
|            |   | <b>5.3.2</b> | A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature   |

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|            |                   |              | and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.  |
|            |                   | <b>5.3.3</b> | 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.  |
|            |                   | <b>5.3.4</b> | 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:<br>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<br>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. |
|            |                   | <b>5.3.5</b> | 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.  |
| <b>5.4</b> | <b>Suspension</b> | <b>5.4.1</b> | 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.  |

| <b>6. Termination</b> |                      |              |   |
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| <b>6.1</b>            | <b>By the Client</b> | <b>6.1.1</b> | <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</p> |



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|            |                            |              | <p>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>   |
|            |                            | <b>6.1.2</b> | 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].   |
| <b>6.2</b> | <b>By the Organization</b> | <b>6.2.1</b> | <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</p> |

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|            |  |              | 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.  |
| <b>6.3</b> | <b>Cessation of Rights and Obligations</b> | <b>6.3.1</b> | <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> <ul style="list-style-type: none"> <li>(i) Such rights and obligations as may have accrued on the date of termination or expiration,</li> <li>(ii) the obligation of confidentiality set forth in GCC Clause 7.7,</li> <li>(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</li> <li>(iv) any right which a Party may have under the Applicable Law.</li> </ul> |
| <b>6.4</b> | <b>Cessation of Services</b>               | <b>6.4.1</b> | <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>  |
| <b>6.5</b> | <b>Payment upon Termination</b>            | <b>6.5.1</b> | <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 the Organization:</p>   |

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|            |  |              | <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> <p>(b) in the case of termination pursuant to paragraphs (d) and (e) of GCC Clause 6.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.</p>   |
| <b>6.6</b> | <b>Disputes about Events of Termination</b>                  | <b>6.6.1</b> | <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>   |
| <b>6.7</b> | <b>Extension in Completion Period and Liquidated Damages</b> | <b>6.7.1</b> | <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,</p> |

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|   |                                |              | 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.   |
| <b>7. Obligations of the Organization</b> |                                |              |  |
| <b>7.1</b>                                | <b>Standard of Performance</b> | <b>7.1.1</b> | 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. |
|   |                                | <b>7.1.2</b> | The Organization shall employ and provide such qualified and experienced Experts and Sub- Organizations as are required to carry out the Services.   |
|   |                                | <b>7.1.3</b> | 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 Client. Notwithstanding such approval, the Organization shall retain full responsibility for the Services.  |
| <b>7.2</b>                                | <b>Law Governing Services</b>  | <b>7.2.1</b> | 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  |

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|            |   |              | as the Personnel of the Organization and any Sub-Organizations , comply with the Applicable Law.  |
|            |   | <b>7.2.2</b> | The Client shall notify the Organization In Writing of relevant local customs, and the Organization shall, after such notification, respect such customs.   |
| <b>7.3</b> | <b>Conflict of Interests</b>  | <b>7.3.1</b> | 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.   |
| <b>7.4</b> | <b>Organization Not to Benefit from Commissions, Discounts, etc</b>                                   | <b>7.4.1</b> | 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. |
|            |   | <b>7.4.2</b> | 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.  |
| <b>7.5</b> | <b>Organization and Affiliates Not to be Otherwise Interested in Project Not to Engage in Certain</b> | <b>7.5.1</b> | 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   |

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|            | <b>Activities</b>                            |              | 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.   |
| <b>7.6</b> | <b>Prohibition of Conflicting Activities</b> | <b>7.6.1</b> | 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.   |
|            |  | <b>7.6.2</b> | 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. |
| <b>7.7</b> | <b>Confidentiality</b>                       | <b>7.7.1</b> | 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.  |
| <b>7.8</b> | <b>Liability of the Organization</b>         | <b>7.8.1</b> | 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.   |
| <b>7.9</b> | <b>Insurance to be</b>                       | <b>7.9.1</b> | The Organization: shall take out and  |

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|             | <b>Taken out by the Organization</b>       |               | <p>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> |
| <b>7.10</b> | <b>Accounting, Inspection and Auditing</b> | <b>7.10.1</b> | <p>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.</p>   |
|             |  | <b>7.10.2</b> | <p>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.</p>   |
|             |  | <b>7.10.3</b> | <p>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</p>   |

|             |   |               |  |
|-------------|---|---------------|--|
|             |   |               | further contracts).  |
| <b>7.11</b> | <b>Organization's Actions Requiring Client's Prior Approval</b> | <b>7.11.1</b> | 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. 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.  |
| <b>7.12</b> | <b>Proprietary Rights of the Client in Reports and Records</b>  | <b>7.12.1</b> | Unless otherwise indicated in the <b>SCC</b> , 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. |
|             |   | <b>7.12.2</b> | 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 <b>SCC</b> .   |
| <b>7.13</b>  | <b>Equipment, Vehicles and Materials Provided by the Client</b> | <b>7.13.1</b> | Equipment, vehicles and materials made available to the Organization by the Client, or purchased by the Organization wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Organization shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, The Organization, unless otherwise instructed by the Client In Writing, shall insure them in an amount equal to their full replacement value. |
| <b>7.14</b>  | <b>Equipment and Materials Provided by the Organization</b>     | <b>7.14.1</b> | Any equipment or materials brought by the Organization or its Experts and Personnel and used either for the Project or personal use shall remain the property of the Organization or the Experts and Personnel concerned, as applicable.   |
| <b>8. Organizations ' Experts, Personnel and Sub-Organizations</b> |   |               |  |
| <b>8.1</b>   | <b>Description of Key Experts</b>                               | <b>8.1.1</b>  | The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Organization's Key Experts are described in <b>Appendix B</b> .   |
|  |   | <b>8.1.2</b>  | If required to comply with the provisions of GCC Clause 7.1, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Organization by a written notice to the Client, provided (i) that such adjustments shall not alter the   |

|            |   |              |   |
|------------|---|--------------|---|
|            |   |              | original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in GCC Clause 10.1.2.   |
|            |   | <b>8.1.3</b> | If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Organization. In case where payments under this Contract exceed the ceilings set forth in GCC Clause 10.1.2, the Parties shall sign a Contract amendment.   |
| <b>8.2</b> | <b>Replacement of Key Experts</b>         | <b>8.2.1</b> | Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.   |
|            |   | <b>8.2.2</b> | Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Organization's written request and due to circumstances outside the reasonable control of the Organization, including but not limited to death or medical incapacity. In such case, the Organization shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.   |
| <b>8.3</b> | <b>Approval of Additional Key Experts</b> | <b>8.3.1</b> | <p>If during execution of the Contract, additional Key Experts are required to carry out the Services, the Organization shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.</p> <p>The rate of remuneration payable to such new additional Key Experts shall be</p> |

|                                     |  |                |  |
|-------------------------------------|--|----------------|--|
|                                     |  |                | based on the rates for other Key Experts position which require similar qualifications and experience.   |
| <b>8.4</b>                          | <b>Removal of Experts or Sub-Organizations</b>               | <b>8.4.1</b>   | If the Client finds that any of the Experts or Sub - Organization has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Organization's Expert of Sub-Organization have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Organization shall, at the Client's written request, provide a replacement. |
|                                     |  | <b>8.4.2</b>   | In the event that any of Key Experts, Non-Key Experts or Sub-Organizations is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Organization to provide a replacement.  |
|                                     |  | <b>8.4.3</b>   | Any replacement of the removed Experts or Sub- Organizations shall possess better qualifications and experience and shall be acceptable to the Client.   |
|                                     |  | <b>8.4.4</b>   | The Organization shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.  |
| <b>8.5</b>                          | <b>Replacement / Removal of Experts – Impact on Payments</b> | <b>8.5.1</b>   | Except as the Client may otherwise agree, (i) the Organization shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.  |
| <b>9. Obligations of the Client</b> |  |                |  |
| <b>9.1</b>                          | <b>Assistance and Exemptions</b>                             | <b>9.1.1</b>   | Unless otherwise specified in the SCC, the Client shall use its best efforts to:   |
|                                     |  | <b>9.1.1.1</b> | Assist the Organization in obtaining work permits and such other documents as shall be necessary to enable the Organization to perform the Services.   |

|                                     |   |               |  |
|-------------------------------------|---|---------------|--|
| <b>9.2</b>                          | <b>Access to Project Site</b>                                   | <b>9.2.1</b>  | The Client warrants that the Organization shall have, free of charge, unimpeded access to project site in respect of which access is required for the performance of the Services.   |
| <b>9.3</b>                          | <b>Change in the Applicable Law Related to Taxes and Duties</b> | <b>9.3.1</b>  | If, after the date of this Contract, there is any change in the Applicable Law with respect to existing or new taxes and duties which increases or decreases the cost incurred by the Organization in performing the Services, then the remuneration and Reimbursable Expenses otherwise payable to the Organization under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in GCC Clause 10.1.1. |
| <b>10. Payments to Organization</b> |   |               |  |
| <b>10.1</b>                         | <b>Ceiling Amounts</b>  | <b>10.1.1</b> | An estimate of the cost of the Services is set forth in <b>Appendix C</b> (Remuneration) and <b>Appendix D</b> (Reimbursable expenses).  |
|                                     |   | <b>10.1.2</b> | Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.   |
|                                     |   | <b>10.1.3</b> | For any payments in excess of the ceilings specified in GCC Sub-Clause 10.1.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.   |
| <b>10.2</b>                         | <b>Remuneration and Reimbursable Expenses</b>                   | <b>10.2.1</b> | The Client shall pay to the Organization (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Organization in the performance of the Services.   |
|                                     |   | <b>10.2.2</b> | All payments shall be at the rates set forth in <b>Appendix C</b> and <b>Appendix D</b> .  |

|             |                                    |               |   |
|-------------|------------------------------------|---------------|---|
|             |                                    | <b>10.2.3</b> | Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.  |
| <b>10.3</b> | <b>Taxes and Duties</b>            | <b>10.3.1</b> | The Organization, Sub-Organizations and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.   |
|             |                                    | <b>10.3.2</b> | As an exception to the above and if stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Organization or are paid by the Client on behalf of the Organization.  |
| <b>10.4</b> | <b>Currency of Payment</b>         | <b>10.4.1</b> | Any payment under this Contract shall be made in the currency (ies) of the Contract.  |
| <b>10.5</b> | <b>Mode of Billing and Payment</b> | <b>10.5.1</b> | <p>Billings and payments in respect of the Services shall be made as follows:</p> <p>(a) <i>Advance payment:</i> Within the number of days after the Effective Date, the Client shall pay to the Organization an advance payment if specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Section V Contract Forms, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal instalments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.</p> |
|             |                                    |               | (b) <i>The Itemized Invoices:</i> As soon as practicable and not later than fifteen (15) days after the end of each   |

|  |  |  |  |
|--|--|--|--|
|  |  |  | <p>calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Organization shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.</p>  |
|  |  |  | <p>(c) The Client shall pay the Organization's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Organization, the Client may add or subtract the difference from any subsequent payments.</p>  |
|  |  |  | <p>(d) <i>The Final Payment</i> : The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Organization and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Organization specifying in detail deficiencies in the Services,</p> |

|                                    |                               |               |   |
|------------------------------------|-------------------------------|---------------|---|
|                                    |                               |               | the final report or final invoice. The Organization shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Organization to the Client within thirty (30) days after receipt by the Organization of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above. |
|                                    |                               | <b>10.5.2</b> | All payments under this Contract shall be made to the accounts of the Organization specified in the SCC.  |
|                                    |                               | <b>10.5.3</b> | With the exception of the final payment, payments do not constitute acceptance of the Services nor relieve the Organization of any obligations hereunder.   |
| <b>11. Fairness and Good Faith</b> |                               |               |   |
| <b>11.1</b>                        | <b>Good Faith</b>             | <b>11.1.1</b> | 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.   |
| <b>12. Settlement of disputes</b>  |                               |               |   |
| <b>12.1</b>                        | <b>Settlement of Disputes</b> | <b>12.1</b>   | Dispute Resolution Mechanism shall be as stated in <b>Annexure A</b> .  |

## **Annexure A: Dispute Resolution Mechanism**

Any dispute arising from the Contract shall be resolved amicably, as far as possible. The levels of the Dispute Resolution mechanism shall be as follows:

- I. Amicable resolution between representatives of Parties to the Contract
- II. If a question, difference or objection arises in connection with or out of the contract agreement or the meaning of operation of any part thereof or the rights, duties or liabilities of either party have not been settled by amicable resolution through mutual discussions, it shall be referred to the appropriate Empowered Dispute Resolution Committee for decision, if the amount of the claim is more than Rs. 50000/-.

Dispute Resolution Mechanism will have the following Committees at the levels of Head of the Department and Administrative Secretary of the Department:

1. **Head of the Department Level Committee:** to address disputes in contracts of value upto Rs. 10 lakh:

The Head of the Department Level Committee shall comprise of Head of the Department, Financial Advisor/ Chief Accounts Officer of the Department, Concerned Procuring Entity or Additional Head of the Department (Member - Secretary) and Representative of Law Department not below the rank of Legal Assistant.

2. **Administrative Secretary Level Committee:** to address disputes in contracts of value of more than Rupees 10 lakh.

The Administrative Department Level Committee shall comprise of Administrative Secretary of the Department, Representative of Finance Department not below the rank of Deputy Secretary, Law Secretary or his nominee, not below the rank of Joint Legal Remembrance, Chief Engineer- cum - Addl. Secretary of the concerned department and Chief Engineer concerned or Head of the Department, in case of other than a Works Department (Member- Secretary).

NOTE: In case the Procuring Entity is other than a Department of the State Government, the concerned Administrative Department will decide the levels of various members of the two Dispute Resolution Committees.

- III. Arbitration will be applicable in case of disputes arising in contracts above a value of more than Rs.1 crore which remain unresolved through the Dispute Resolution Committee.
- IV. All legal proceedings, if necessary arise to institute by any of the parties shall have to be lodged in courts situated in Rajasthan and not elsewhere.
- V. Procedure of reference to the Dispute Resolution Committee:-  
The Supplier shall present his representation to the Procuring Entity along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One lakh, within three months of occurrence of the Dispute. The Procuring Entity shall prepare a reply of representation and shall represent its stand before the concerned Dispute Resolution Committee. From the side of the Supplier, the claim case may be presented by himself or through a representative. After hearing both the parties, the Dispute Resolution Committee shall pronounce its decision which shall be final and binding both on the Supplier and the Procuring Entity.



## **Appendices**

### **APPENDIX A – TERMS OF REFERENCE**

*[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Organization during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Organization will be made; Client's input, including counterpart personnel assigned by the Client to work on the Organization's team; specific tasks or actions that require prior approval by the Client.]*

*Insert the text based on the Section VI (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Organization's Proposal. Highlight the changes to Section VI of the RFP]*

*If the Services consist of or include the supervision of civil works, the following action that require prior approval of the Client shall be added to the "Reporting Requirements" section of the TORs: Taking any action under a civil works contract designating the Organization as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required.]*

## **APPENDIX B - KEY EXPERTS**

*[Insert a table based on Form TECH-6 of the Organization's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

*[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Client's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Organization's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours. ]*

**APPENDIX C – REMUNERATION COST ESTIMATES  
(Not Required)**

1. Monthly rates for the Experts:

*[Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Organization's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none has been made.]*

2. *[When the Organization has been selected under Quality-Based Selection method, or the Client has requested the Organization to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:*

*"The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Organizations ' Representations regarding Costs and Charges" submitted by the Organization to the Client prior to the Contract's negotiations.*

*Should these representations be found by the Client (either through inspections or audits pursuant to GCC Clause 7.10 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Organizations , or (ii) if there are no further payments to be made by the Client to the Organizations , the Organizations shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with GCC Clause 10.5.1(d) of this Contract."*

**APPENDIX D (Model Form I)**  
**(Not Required)**

**Breakdown of Agreed Fixed Rates in Organization's Contract**

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])\*

| Expert<br>s         |                | 1  | 2                      | 3                         | 4            | 5           | 6   | 7  | 8   |
|---------------------|----------------|--|------------------------|---------------------------|--------------|-------------|---|--|---|
| Name                | Position       | Basic<br>Remune<br>ration<br>rate per<br>Working<br>Month/<br>Day/Yea<br>r | Social<br>Charges<br>1 | Overhe<br>ad <sup>1</sup> | Subtota<br>l | 2<br>Profit | Away<br>from<br>Home<br>Office<br>Allowa<br>nce | Agreed<br>Fixed<br>Rate per<br>Working<br>Month/<br>Day/Ho<br>ur | Agreed<br>Fixed<br>Rate per<br>Working<br>Month/<br>Day/Ho<br>ur <sup>1</sup> |
|                     | Home<br>Office |  |                        |                           |              |             |   |  |   |
|                     |                |  |                        |                           |              |             |   |  |   |
| Work<br>in<br>India |                |  |                        |                           |              |             |   |  |   |
|                     |                |  |                        |                           |              |             |   |  |   |

1. Expressed as percentage of 1

2. Expressed as percentage of 4

\* If more than one currency, add another table

Signature: \_\_\_\_\_

Date:

Name and Title:

## 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 <b>language</b> is English   |
| 2.5.1 & 2.5.2       | <p>The <b>addresses</b> are:</p> <p><b>Client</b> : Deputy Project Director (Administration), Office of Project Director, Rajasthan Forestry &amp; Biodiversity Project (Phase 2), Aravalli Bhavan, Jhalana Institutional Area, Jaipur, Rajasthan, 302004, India.<br/>Telephone No. +91-141-5199660</p> <p><b>Attention:</b> Deputy Project Director (Admin.)</p> <p><b>Telephone:</b> 0141-2709101</p> <p><b>E-mail:</b> pdrfbp.forest@rajasthan.gov.in</p> <p><b>Organization:</b></p> <p>Address : _____</p> <p>Attention: _____</p> <p>Telephone: _____</p> <p>E-mail: _____</p> |
| 2.8                 | <p>The Authorized Representatives are:</p> <p>For the Client: Deputy Project Director, RFBP-2</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 6 months.  |
| 7.8.1               | <p>Limitation of the Organization' Liability towards the Client</p> <p>(a) 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:</p>  |

|               |  |
|---------------|--|
|               | <p>(i) For any indirect or consequential loss or damage; and</p> <p>(ii) For any direct loss or damage that exceeds by three times the total value of the Contract.</p> <p>(b) 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.</p>  |
| <b>7.9.1</b>  | <p>The risks and the coverage by insurance shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Organization or its Personnel or any Sub-Organizations or their Personnel, with a minimum coverage as per Motor Vehicles Act 1988.</p> <p>(b) Third Party liability insurance, with a minimum coverage of Rs. 2,00,000 only</p> <p>(c) Professional liability insurance, with a minimum coverage of Rs. 2,00,000 only</p> <p>(d) Procuring Entity's liability and workers' compensation insurance in respect of the Personnel of the Organization and of any Sub-Organizations , in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Organization's property used in the performance of the Services, and (iii) any documents prepared by the Organization in the performance of the Services</p> |
| <b>7.13.1</b> | <i>[If applicable, insert any exceptions to proprietary rights provision_____]</i>   |
| <b>7.13.2</b> | <i>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.]</i>  |
| <b>9.1.1</b>  | <p>List of assistance to be provided by the Client -----</p> <p>Assistance to be provided by Client to Organization/ Organization for desk space for preparation External evaluation/Study and data analysis, if required.</p>   |

|                   |  |
|-------------------|--|
| <b>10.1.2</b>     | The estimated cost of Contract in local currencies are: INR 23,00,000/- (Twenty Five Lakhs Rupees only) <i>[indicate: excluding taxes]</i> of local indirect taxes.  |
| <b>10.4.1</b>     | The currency(s) of payment shall be Indian Rupees.   |
| <b>10.5.1 (a)</b> | Whether an Advance payment will be made: Yes. If Yes, the amount of Advance payment shall be upto 15% of the total contract amount and currency (ies) shall be the currency (ies) of the Contract.<br>The advance payment bank guarantee shall be in the amount and in the currency (ies) of the advance payment. The bank guarantee will be released when the advance payment has been fully set off. |
| <b>10.5.1 (b)</b> | The itemized invoices shall be submitted as per Bid Data Sheet <b>9.4.1</b>  |
| <b>10.5.2</b>     | Account number of Organization<br>Ac. No. ----- Bank Name -----<br>Location -----  |

## **Section V C: Contract Forms**

### **Table of contents**

- 5. 1     Contract Agreement.
- 5.2     Performance Security
- 5.3     Performance Security Declaration
- 5.4     Advance Payment Guarantee



## 5.1 Contract Agreement

### Contract for External Evaluation/Study Time-Based

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

Appendix B: Key Experts

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;

Appendix B. 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 on .....and 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.*

#### **5.4 Advance Payment Guarantee**

*(to be given by a Scheduled Bank in India or other Issuer acceptable by Procuring Entity)*

##### **Bank's Name and Address of the Issuing Branch or office**

Beneficiary:..... *[Name and address of the Procuring Entity (Client)]*

**Date:..... Advance Payment Guarantee No. :.....**

We have been informed that ..... *[Name of the Organization]* .....  
..... (Hereinafter called "the Organization ") has entered into Contract No.....  
*[Reference number of the contract]*. . . . dated . . . . . with you, for providing  
..... *[Name of the contract and brief description of Services]* (herein after  
called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum ..... *[name of the currency and amount in figures]*  
(..... ) *[amount in words]* is to be made against an advance payment guarantee. At the request of the Organization, we ..... *[Name of the Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ..... *[name of the currency and amount in figures]*..... *[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 under the Contract because the Organization used the advance payment for purposes other than the costs of mobilization in respect of the Services required and/ or because complete recovery of amount of the advance payment could not be made.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Organization in its account number ..... *[Organization's account number]* at ..... *[name and address of the Bank.]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Organization as indicated in copies of certified interim statements or payment certificates which shall be presented to us.

This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that the Organization has made full repayment of the advance payment, or on the . . . day of. . . . . , whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed

Duly authorized to sign the Security for and on behalf of

Date

Bank's Seal

## **Section VI: TOR with Scope of Work (SOW):**

### **Background**

Rajasthan Forestry and Biodiversity Project- Phase 2 ("RFBP- 2") is a JICA assisted project being implemented in 10 desert districts (Barmer, Bikaner, Churu, Jaisalmer, Jalore, Jhunjhunun, Jodhpur, Nagaur, Pali and Sikar), 05 non desert districts (Banswara, Dungarpur, Sirohi, Bhilwara and Jaipur) and within 2 km fringe area of 07 wild life sanctuaries (Keladevi WL Sanctuary, Kumbhalgarh WL Sanctuary, Fulwari Ki Nal WL Sanctuary, RaoliTodgarh WL Sanctuary, Sitamata WL Sanctuary, Bassi WL Sanctuary and Jaisamand WL Sanctuary) of Rajasthan.

The various project activities and interventions are divided into different packages. The main components of the project are afforestation, biodiversity conservation and poverty alleviation & livelihood improvement.

### **Description of component Biodiversity Conservation**

In order to protect the vulnerable / endangered species in Rajasthan, Biodiversity Conservation component has been undertaken in the project. The activities have been executed in two ways:

1. Biodiversity Conservation through EDC : Eco Development Committee have been formed in the fringe areas (2km from the boundary) of selected 7 wildlife sanctuaries. Better viable livelihood options which satisfy their basic socio economic needs through sustainable use of plants, animals and other genetic resources have been promoted. The activities executed include drainage line treatment, construction of water points and creation of biodiversity closures.
2. Biodiversity conservation undertaken by RFD (directly) : The department has directly executed activities for in-situ conservation of germ plasm of Four Horned Antelope (Kumbhalgarh and Sitamata WLS), in-situ conservation of germplasm of Great Indian Bustard (Desert National Park, Jaisalmer) and creation / development of biological parks (Machia, Jodhpur | Sajjangarh, Udaipur and Nahargarh, Jaipur).

### **Assignment**

To showcase the significant achievements of project interventions under Biodiversity Conservation component of the RFBP-2 through Documentary Film and a Coffee Table Book (CTB). It is proposed to prepare 11 short films (Duration 2-5 minutes), a consolidated film (Duration: 25-30 minutes) and a Coffee Table Book with good quality photographs and relevant information.

### **Objectives of the assignment**

#### **The broad objectives of production of Films and CTB are:**

- Documentation of project interventions
- Impact of interventions – increase in numbers of endangered species,
- How the biological parks have become new tourist destinations

- How the biological parks are contributing towards creating awareness and empathy for wild life.
- How the ecotourism sites have impacted the life standards of neighboring communities besides contributing to state revenue.

### **Scope of work**

#### **The broad scope of work includes, but not limited to:**

1. Pictorial documentation of project interventions at 7 WLS executed through EDCs (DLT works, development of water points and creation of biodiversity closure).
2. Documentation (textual and pictorial) and impact of project activities for in-situ conservation of germplasm of Four Horned Antelope at Kumbhalgarh and Sitamata WLS.
3. Documentation (textual and pictorial) and impact of project activities for in-situ conservation of germplasm of Great Indian Bustard (GIB) at Desert National Park, Jaisalmer.
4. Rationale behind development of Biological Parks and how the three Biological Parks developed under the project are contributing towards conservation of biodiversity besides becoming popular tourist destinations in their respective cities.
5. Pictorial documentation of how project interventions have contributed in improving the quality of life of the villagers by providing them with alternate source of life sustainability.

### **Methodology**

The pictorial documentation which is the essence of the assignment will have to be of the highest quality. Photographs shot from ground must be of or above 20 megapixel resolution. Aerial photographs must be of above 16 megapixel resolution and aerial video footage must be shot in 4K. Drone photography is must. If needed the footage can be downloaded for post production to FHD (1920 x 1080)

The selected organization will be required to send a team to all the 7 WLS where biodiversity conservation activities are executed through EDCs for video and still photography. Similarly the team will have to visit Kumbhalgarh WLS, Sitamata WLS and Desert National Park for video / still photography of in situ conservation of germplasm activities. For video / still photography of the biological parks, the team will have to visit Jodhpur, Udaipur and Jaipur. The relevant details for the textual documentation shall be available at these sites and any additional information required shall be provided by the PMU.

The information collected by the team at various locations and from PMU will form the basis for editorial of the CTB and script of the film. The organization will have to take prior approval of the text and script from the PMU.

## **Inception Meeting with PMU**

Immediately after the award of contract, the selected organization shall prepare a detailed work plan in consultation with the PMU. The organization shall prepare an inception report illustrating approach, schedule, route plan, composition of team / experts along with details of their qualification / experience / projects worked on, specification of CTB (size, paper, binding...) etc. The report shall be submitted to PMU for approval.

## **Output / Deliverables**

The organization shall be required to submit DVD of films for approval. A dummy of CTB is also required to be submitted to PMU for verifying the facts and photographs to be used.

After the approval of film contents and CTB dummy, the final deliverables shall be :

1. 10 Nos each of 11 short films on DVD.
2. 200 Nos of consolidated film on DVD
3. 200 Nos of Coffee Table Book (suggested size 14.5" x 11.5", approx 100 pages, hard cover).

## **Terms of payment**

All payments shall be made in Indian Rupees.

The payment shall be made as per the following:

| <b>S.No.</b> | <b>Assignment Stage</b>   | <b>Amount</b>   |
|--------------|---|---|
| 1.           | On the commencement date against the submission of Bank Guarantee.  | Upto 25% of the contract value  |
| 2.           | On submission of films and CTB dummy for approval   | 25% of the contract value   |
| 3.           | On submission of final output – 10 nos of 11 individual films, 200 nos of consolidated film and 200 CTBs. | Remaining contract amount after adjusting any advances/ recovery/ excess payments made earlier. |

## **Assignment Duration**

The duration of the Assignment shall be 06 months from the date of award of contract.