

कार्यालय प्रधान मुख्य वन संरक्षक, राजस्थान, जयपुर

क्रमांक : एफ. () प्रमुवसं/अरण्य भवन/स.अ./12281

दिनांक : 17.11.2015

निविदा-सूचना

"अरण्य भवन", झालाना संस्थानिक क्षेत्र, जयपुर में "Annual Operation and Maintenance Contract of Central Air Conditioning System, Various Electrical and other Services" प्रदाय करने हेतु मोहरबन्द निविदायें इस कार्यालय के सम संख्यक पत्रांक 11255 दिनांक 06.10.2015 द्वारा आमंत्रित की गई थी व सम संख्यक पत्रांक 11337 दिनांक 12.10.2015 द्वारा संशोधित निविदा सूचना भी जारी की गई थी जो कि अपरिहार्य कारणों से निरस्त की जाती है। अब उक्त कार्य हेतु मोहर बन्द निविदायें निर्धारित प्रपत्र में रुपये 1000/- शुल्क जमा कराकर दिनांक 08.12.2015 को दोपहर 1:30 बजे तक इस कार्यालय सेक्रेटरी की जाकर या विभागीय वैबसाईट से डाउनलोड की जाकर निर्धारित दस्तावेजों व धरोहर राशि रु. 20,000/- के पोस्टल आर्डर/बैंकर चैक/ डिमाण्ड ड्राफ्ट सहित दिनांक 08.12.2015 को सांय 3:00 बजे तक जमा की जा सकती है जो कि उसी दिन दिनांक 08.12.2015 को ही दोपहर बाद 4.00 बजे उपस्थित निविदा दाताओं के समक्ष खोली जायेंगी।

निविदापत्र के विभागीय वैबसाईट से डाउनलोड करने की स्थिति में निविदाकार द्वारा विभागीय निविदा शर्तों के अनुसार वांछित दस्तावेज की पूर्ति करके व निविदा शर्तों के प्रत्येक पृष्ठ पर हस्ताक्षर उपरांत निविदा प्रस्तुत की जा सकेगी, जिसमें निविदाकार को निविदा जमा कराने की निर्धारित दिनांक एवं समय से पूर्व निर्धारित निविदा शुल्क रुपये 1000/- भी जमा कराना होगा ; अन्यथा निविदा स्वीकार नहीं की जावेगी। निविदा की मुख्य शर्तें एवं विवरण किसी भी कार्य दिवस को निम्न हस्ताक्षरकर्ता के कार्यालय में उपस्थित होकर अथवा विभागीय वैबसाईट www.rajforest.nic.in पर भी देखे जा सकते हैं :-

क्र. सं.	वस्तु का नाम	कुल अनुमानित लागत (लाखों में)
1.	"अरण्य भवन", झालाना संस्थानिक क्षेत्र, जयपुर में "AMC of Various Electrical and other Services" के वार्षिक अनुरक्षण कार्य	6.00
2.	"अरण्य भवन", झालाना संस्थानिक क्षेत्र, जयपुर में "AMC for Annual Operation of Air Conditioning System of 300 Tr Capacity" (for Eight Months)	2.20
3.	"अरण्य भवन", झालाना संस्थानिक क्षेत्र, जयपुर में "Annual Maintenance work of Air Conditioning System of 300 Tr Capacity".	1.80

(हंसराज)

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

GOVERNMENT OF RAJASTHAN

Department of Forest

Offices of the Principal Chief Conservator of Forests (HoFF), Rajasthan

Request for Proposal for

*Providing Services for Annual operation and Maintenance contract of
Central Air Conditioning System, various electrical & other Services in*

Aranya Bhawan, Jaipur Rajasthan

Last Date and Time of Submission of Proposal	1500 Hrs of 08.12.2015
Address for Submission of Proposal	DCF & TA to PCCF, office of The Principal Chief Conservator of Forests (HoFF), Aranya Bhawan, Jhalana Institutional Area, Jaipur, Rajasthan. Telephone No. +91-141- 2713814
Date and Time of Pre-Proposal conference	1100 Hrs of 01.12.2015
Venue of Pre-proposal Conference	Conference Hall, First Floor, office of The Principal Chief Conservator of Forests (HoFF), Aranya Bhawan, Jhalana Institutional Area, Jaipur, Rajasthan. Telephone No. +91-141-2713814
Date, Time and Venue for Opening of Technical Proposals	1600 Hrs of 08.12.2015 Conference Hall, First Floor, office of The Principal Chief Conservator of Forests (HoFF), Rajasthan, Aranya Bhawan, Jhalana Institutional Area, Jaipur, Rajasthan. Telephone No. +91-141-2713814

Price Rs.1000/- only

***Procurement of Services for Annual operation and Maintenance contract of
Central Air Conditioning System, various electrical & other Services in
Aranya Bhawan, Jaipur Rajasthan
(Time-Based Contract)***

Table of Contents

Section I	Notice Inviting Bid (NIB)	1-2
Section II	Instruction to Bidders (ITB)	3-25
Section III	Bid Data Sheet (includes Qualification and Evaluation Criteria)	26-29
Section IV	Bidding Forms	30-45
Section V	Conditions of Contract & Contract Forms:	
VA	General Conditions of Contract (GCC)	46-70
VB	Special Conditions of Contract (SCC)	71-73
VC	Contract Forms	74-82
Section VI	A detailed description of the subject matter of the Procurement (Scope of Work with TOR)	83-101

Section 1: Notice Inviting Bid (NIB)

1. Rajasthan Forest Department, Government of Rajasthan, Head Office (New office building "Aranya Bhawan") is situated at Jhalana Institutional Area, Jaipur, Rajasthan.
2. Rajasthan Forest Department, Government of Rajasthan invites proposals from experienced contractors (Service dealer/ Companies/ Firms, etc.), registered in India for Annual operation and Maintenance contract of Central Air Conditioning System, various electrical & other Services in Aranya Bhawan, Jaipur Rajasthan on contractual basis. More details are provided in the RFP.
3. Contractor will be selected under Quality and Cost Based Selection (QCBS) method for Annual operation and Maintenance contract of Central Air Conditioning System, various electrical & other Services in Aranya Bhawan, Jaipur Rajasthan as per provisions of the Rajasthan Transparency Public Procurement Act, 2012 and the Rules formulated therein. A Contractor will be selected in accordance with method and procedures described in the RFP.
4. The RFP includes the following documents:
 - Section I : Notice Inviting Bid (NIB)
 - Section II : Instruction to Bidders (ITB)
 - Section III: Bid Data Sheet (includes Qualification and Evaluation Criteria)
 - Section IV: Bidding Forms
 - Section V : Conditions of Contract & Contract Forms:
 - VA: General Conditions of Contract (GCC)
 - VB: Special Conditions of Contract (SCC)
 - VC: Contract Forms
 - Section VI : A detailed description of the subject matter of the Procurement (Scope of Work with TOR)
5. The contractor will be disqualified if it is found at any time that –
 - a. The information submitted, concerning the qualifications of the bidders, was false or constituted a misrepresentation; or
 - b. The information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete.
6. The Principal Chief Conservator of Forests (HoFF), Rajasthan reserves the right to accept / reject any or all the Proposals of the Respondents in whole or part without assigning any reasons.
7. The services are to be provided for one year. It may be extended for further periods of 6 months at a time on satisfactory services/ performance on the same rate.
8. Proposals can be submitted as per schedule listed in Section I Clause 12.
9. Bids not received in stipulated format or within the stipulated time would be rejected.
10. Please note that, if contractor has been previously engaged to prepare the definite Terms of Reference for this assignment, or any part thereof, contractor (and/or any

joint venture partner or associate firm or Sub- Contractor or individual expert so engaged) shall be disqualified from participation in this assignment.

11. Cost of Bid document is Rs. 1000/- which may be purchased from Office of the Principal Chief Conservator of Forests (HoFF), Rajasthan Telephone No. +91- 141- 2713814. The Bid Documents may also be downloaded from the web site www.rajforest.nic.in. In case the Bid Document is downloaded from the website the cost of document is to be paid in cash to DCF & TA to PCCF, o/o the Principal Chief Conservator of Forests (HoFF), Rajasthan, Jaipur or by enclosing DD in favour of “DCF & TA to PCCF,” payable at Jaipur, Rajasthan. Any bid submitted without the payment of price of the Bid Document would be rejected.

12. Tender Schedule:

A	Period of issue of RFP document	During office hours on workdays from 23.11.2015 to 08.12.2015
B	Last date and time of submission of proposal (Technical and Financial)	1500 Hrs of 08.12.2015
C	Address for Submission of Proposal	DCF & TA to PCCF, office of the Principal Chief Conservator of Forests (HoFF), Rajasthan, Room No A-407, 4 TH Floor, Aranya Bhawan, Jhalana Institutional Area, Jaipur, Rajasthan. Telephone No. +91-141- 2713814.
D	Date and time of Pre-Bid Conference	01.12.2015, at 11 A.M.
E	Venue of Pre-Bid Conference	Conference Hall, First Floor, office of the Principal Chief Conservator of Forests (HoFF), Rajasthan, Aranya Bhawan, Jhalana Institutional Area, Jaipur, Rajasthan. Telephone No. +91-141- 2713814
F	Date, Time and Place for opening of Technical Proposals	1600 Hrs of 08.12.2015 Conference Hall, First Floor, office of the Principal Chief Conservator of Forests (HoFF), Rajasthan, Aranya Bhawan, Jhalana Institutional Area, Jaipur, Rajasthan. Telephone No. +91-141- 2713814

Address for Communication: DCF & TA to PCCF, Room No A-407, 4TH Floor, Aranya Bhawan, Jhalana Institutional Area, Jaipur, Rajasthan. Telephone No. +91-141- 2713814.

Section II: Instruction to Bidder (ITB)

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 contractor 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.

S. No.	Particulars	Clause	Description
1. Definitions			
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 DCF & TA to PCCF, Rajasthan, Jaipur with which the selected Contractor signs the contract for the Services.
		1.1.5	“RFP” means Request for Proposal, prepared by the Client for the selection of the Contractor.
		1.1.6	“Competent Authority” means the Principal Chief Conservator of Forests, Rajasthan, Jaipur
		1.1.7	“Committee” means committee constituted by PCCF, Rajasthan, Jaipur for evaluation of Technical and Financial Proposals.
		1.1.8	“Contractor” 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 Contractor hired by the Department of Forest 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.

S. No.	Particulars	Clause	Description
		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	“ITB” means Instructions to Bidder, 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	"RFD" means Rajasthan Forest Department.
		1.1.20	“Personnel” means professional and support staff provided by the Contractor.
		1.1.21	“Proposal” means the technical proposal and the Financial Proposal submitted by the Contractor.
		1.1.22	“SOW” means Scope of Work for the Contractor.
		1.1.23	“TOR” means Terms of Reference, the document included in the RFP which explains the objective’s, Scope of Work, Activities, Tasks to be performed, Respective Responsibilities of the Client and the Contractor and expected Results and deliverable of the assignment.
		1.1.24	“Services” means the operation, maintenance and repair for air conditioning system, various electrical and other Services in Aranya Bhawan, as defined in TOR.
		1.1.25	“Third Party” means any person or entity other than the Government.
		1.1.26	“Joint Venture” means A Contractor which comprises of two or more Partners each of which will be jointly and severally liable to the Client for all the obligations under the Contract.
		1.1.27	“Local Currency” means the currency of the Client’s Country (Indian National Rupees).
		1.1.28	“Partner” means any of the entities that make up the Joint Venture; and “Partners” means all these entities.
		1.1.29	“Party” means the Client or the Contractor, as the case may be, and “Parties” means both of them.
		1.1.30	“In writing” means communicated in written form with proof of receipt.
		1.1.31	“Bid” means a formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation;
		1.1.32	“Bidder” means any Contractor participating in a procurement process with a procuring entity;
		1.1.33	“Bidding Documents” means documents issued by the procuring entity, including any amendments thereto, that

S. No.	Particulars	Clause	Description
			set out the terms and conditions of the given procurement and includes the invitation to bid;
		1.1.34	“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;
		1.1.35	“BDS” means bid data sheet, such part of the instructions to contractor used to reflect specific assignment conditions.
		1.1.36	“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 A Contractor 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;
		1.1.37	“Procurement Contract” means a contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement;
		1.1.38	“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;
		1.1.39	“Subject Matter of procurement” means any item of procurement whether in the form of goods, services or works;
		1.1.40	“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;
		1.1.41	“DPR” means Detailed Project Report
		1.1.42	“GF&AR” means General Finance and Account Rules Govt. of Rajasthan
		1.1.43	"PCCF" means The Principal Chief Conservator of Forests, (HoFF), Rajasthan, Jaipur
		1.1.44	"AMC" means Annual operation and maintenance contract
2. Introduction			
2.1		2.1.1	The Client named in the Bid Data Sheet will select A Contractor in accordance with the method of selection specified in the Bid Data Sheet.
		2.1.2	This RFP consists of the following documents: Section I : Notice Inviting Bid (NIB) Section II: Instruction to Bidders (ITB) Section III: Bid Data Sheet (includes Qualification and Evaluation Criteria) Section IV: Bidding Forms Section V: Conditions of Contract & Contract Forms Section V A: General Conditions of Contract (GCC) Section V B: Special Conditions of Contract (SCC)

S. No.	Particulars	Clause	Description
			Section V C: Contract Forms Section VI: A detailed description of the subject matter of the Procurement (Scope of Work with TOR)
		2.1.3	The contractors 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 Contractor.
		2.1.4	Contractor 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, Contractor are encouraged to visit the Client before submitting a proposal and to attend a pre-bid conference if one is specified in the Bid Data Sheet. Attending the pre-bid conference is optional. Contractor 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. Contractor should ensure that the office is informed of the visit in advance so that appropriate arrangements are made.
		2.1.5	The Client will timely provide at no cost to the Contractor the inputs and facilities specified in the Bid Data Sheet, and make available relevant project data and reports.
		2.1.6	Contractor 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 Contractor.
3. Conflict of Interest, etc.			
3.1		3.1.1	In addition to the provisions of Rule 81, the Procuring Entity requires that Contractor 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. The Contractor 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, Contractor and any of their affiliates, shall be considered to have a conflict of interest and shall not be hired, under any of the circumstances set forth below:
	Conflicting activities	3.1.1.1	A firm that has been engaged by the Client to provide goods, works or services other than consulting services

S. No.	Particulars	Clause	Description
			for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm 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.
	Conflicting Assignments	3.1.1.2	Contractor (including its Personnel and Sub-Contractor) 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 Contractor to be executed for the same or for another Client. For example, A Contractor hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and A Contractor assisting a Client in the privatisation of public assets shall not purchase, nor advice purchasers of, such assets. Similarly, A Contractor hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.
	Conflicting relationships	3.1.1.3	A Contractor (including its Personnel and Sub-Contractor) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract.
		3.1.2	Contractor 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 Contractor or the termination of its Contract.
		3.1.3	No Contractor or current employees of the Client shall work as Contractor 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 Contractor 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 Contractor as part of his technical proposal.

S. No.	Particulars	Clause	Description
	Unfair Advantage	3.1.4	If A Contractor could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all Contractor together with this RFP all information that would in that respect give such Contractor any competitive advantage over competing Contractor.
	Code of Integrity	3.1.5.1	<p>The Contractor 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>
	Breach of Code of Integrity by the Bidder	3.1.5.2	The Procuring Entity shall, notwithstanding anything to the contrary contained in this RFP, reject a Proposal without being liable in any manner whatsoever to the Contractor, if it determines that the Contractor 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 Contractor's Proposal.
		3.1.5.3	Contractor shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating

S. No.	Particulars	Clause	Description
			to this proposal and during execution of the assignment if the Contractor is awarded the Contract.
3.2	Eligibility	3.2.1	A Contractor may be a natural person, private Entity, government-owned Entity or, where permitted in the Bidding document, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture [JV], Consortium or Association. In the case of a Joint Venture, Consortium or Association: -all parties to the Joint Venture, Consortium or Association shall sign the Bid and they shall be jointly and severally liable; and a Joint Venture, Consortium or Association shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the Joint Venture, Consortium or Association during the Bidding process. In the event the Bid of Joint Venture, Consortium or Association is accepted, either they shall form a registered Joint Venture, Consortium or Association as company/ firm or otherwise all the parties to Joint Venture, Consortium or Association shall sign the Agreement.
		3.2.2	A Contractor, and all parties constituting the Contractor, should be registered in India.
		3.2.3	A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.
		3.2.4	A Contractor shall not be eligible to apply for this Services Contract in case it has been debarred by Government of Rajasthan or the Procuring Entity under section 46 of the Act, and such a directive is in effect at the time of the submission of this Proposal.
3.3	Precondition for applying	3.3.1	<p>The organisation should have been in operations for at least last three years with the proof of incorporation/commencement of business. The average annual financial turnover of last three years should be at least 30 lakhs.</p> <p>In case of a company, Registration Certificate issued by Registrar of Companies along with Memorandum of Association (MOA) and Article of Association (AOA) should be submitted.</p> <p>In case of a society, cooperative society, Registration Certificate issued under Societies Registration Act, Cooperative Societies Act along with copy of bye laws be submitted. In case of a partnership firm, Registration Certificate issued by Registrar of Firms along with power of attorney in favour of one partner duly signed by all the partners of the firm.</p> <p>Any other equivalent document in case of any other registered entity. VAT Registration Certificate, Service Tax Registration Certificate in the name of the Contractor.</p>
3.4	Eligibility of Sub-Contractor	3.4.1	In case A Contractor intends to associate with other Contractor and/or individual expert(s), such other

S. No.	Particulars	Clause	Description
			Contractor and/or individual expert(s) shall be subject to the eligibility criteria set forth in this document.
3.5	Only one Proposal	3.5.1	Contractor (including the individual members of any joint venture) shall submit only one proposal. If A Contractor submits or participates in more than one proposal, such proposals shall be disqualified.
3.6	Proposal Validity	3.6.1	<p>The Bid Data Sheet indicates how long Contractor Proposals must remain valid after the last date of submission of Proposals. During this period, Contractor 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 Contractor to extend the validity period of their proposals.</p> <p>Contractor 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, Contractor could submit new staff in replacement, which would be considered in the final evaluation for contract award. Contractor who do not agree have the right to refuse to extend the validity of their Proposals.</p>
3.7	Bid Securing Declaration/ Bid Security	3.7.1	<p>Every Contractor 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 Contractor 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 Contractor, it shall be debarred by the Client from taking part in any procurement process undertaken by the Client in three years from the date of debarment. Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security in Indian Rupees in original form and the amount specified in the BDS.</p> <p>Bid Security shall be 2% of the estimated value of subject matter of procurement put to Bid or as specified by the State Government.</p> <p>The Bid Security may be given in the form a banker's cheque or demand draft or bank guarantee of a Scheduled Indian Bank [to be confirmed by bank], in specified format.</p> <p>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 Bidder shall use the form included in Section IV, Bidding Forms. Bid Security instrument or cash receipt of Bid Security or a</p>

S. No.	Particulars	Clause	Description
			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.
4. Clarification and Amendment of RFP Documents			
4.1	General	4.1.1	Contractor 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 Contractor. Should the Client deem it necessary to amend the Bid Documents as a result of a clarification, it shall do so following the procedure under clause 4.1.2.
		4.1.2	<p>i. At any time before the submission of Proposals, the Client may amend the RFP Documents by issuing an addendum in writing or by standard electronic means. The addendum shall be uploaded on the State Public Procurement Portal (http://sppp.raj.nic.in) and the Procuring Entity's web site www.rajforest.nic.in</p> <p>ii. The Contractor may submit a modified proposal to take into account the amendment of RFP, prior to deadline for submission of proposals.</p>
5. Preparation of Proposals			
5.1	General	5.1.1	The Proposal, as well as all related correspondence exchanged by the Contractor and the Client, shall be written in the language (s) specified in the Bid Data Sheet.
		5.1.2	In preparing their Proposal, Contractor are expected to examine in detail the RFP document.
		5.1.3	While preparing the Technical Proposal, Contractor must give particular attention to the following:
		5.1.3.1	<p>If A Contractor considers that it may enhance its expertise for the assignment by associating with other Contractor 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>
		5.1.3.2	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 Contractor.

S. No.	Particulars	Clause	Description
			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.
		5.1.3.3	Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.
		5.1.3.4	Documents to be issued by the Contractor 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 Contractor 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.
5.2	Technical Proposal Format and Content	5.2.1	The Bid Data Sheet indicates the format of the Technical Proposal to be submitted. Depending on the nature of the assignment, the Contractor 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 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.
		5.2.1.1	The Technical Proposal should include: Brief description of the Contractor structure (approximately-2 Pages) and an outline of recent experience (approximately 10 relevant assignments executed in the last three years) of the Contractor 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-Contractor / Professional staff who participated, duration of the assignment, contract amount, and Contractor's

S. No.	Particulars	Clause	Description
			involvement. Information should be provided only for those assignments for which the Contractor 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 Contractor, or that of the Contractor's associates, but can be claimed by the Professional staff themselves in their CVs. Contractor should be prepared to substantiate the claimed experience if so requested by the Client.
		5.2.1.2	Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities.
		5.2.2.3	A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and 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.
		5.2.2.4	The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks with time input be provided in Form for Team Composition, Assignment and Key Experts Inputs (Form TECH-6 of Section IV).
		5.2.2.6	CVs of the Professional staff shall be signed by the staff themselves and countersigned by the Contractor (Form TECH-6 Part-II of Section IV).
		5.2.2.7	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.
		5.2.2.8	The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information will be declared as non responsive.
		5.3.1	The Financial Proposal shall be prepared using the attached Bidding Forms (Section IV). It shall list all costs associated with the assignment.
5.4	Currencies of Proposal and Payments	5.4.1	The Prices shall be quoted by the Contractor entirely in Indian Rupees and all payments shall be made in Indian Rupees, unless otherwise specified in Bid Data Sheet.
		5.5.1	The Contractor and its Sub-Contractor and Experts are responsible for meeting all tax liabilities arising out

S. No.	Particulars	Clause	Description
			of the Contract unless stated otherwise in the Bid Data Sheet. Information on taxes is provided in the Bid Data Sheet.
6. Submission, Receipt and Opening of Proposals			
	Submission, Receipt and Opening of Proposals	6.1.1	The original proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Contractor 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.
		6.1.2	The Contractor or a person authorised by the Contractor shall sign all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. The signed Proposal shall be marked Original and its copies marked Copy as appropriate. The number of copies is indicated in the Bid Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
		6.1.3	The original and all copies of the <u>Technical Proposal</u> shall be placed in a sealed envelope clearly marked “u” Similarly, the original Financial Proposal (if required under the selection method indicated in the Bid Data Sheet) shall be placed in a sealed envelope clearly marked “ <u>Financial Proposal</u> ” followed by the name of the assignment, and with a warning “ <u>Do Not Open With The Technical Proposal.</u> ” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and be clearly marked “ <u>Do Not Open, Before 1600 Hrs on 08.12.2015.</u> ” The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will

S. No.	Particulars	Clause	Description
			constitute grounds for declaring the Proposal non-responsive
		6.1.4	<p>The Proposal or its modification must be sent by hand or by post to the address/addresses indicated in the Bid Data Sheet and received by the Client not later than the time and the date indicated in the Bid Data Sheet, or any extension to the date.</p> <p>If electronic submission of the Proposals is requested, they must be submitted through the website of State Public Procurement Portal. Any proposal received by the Client after the deadline for submission shall be returned unopened.</p>
		6.1.5	The Client shall open the Technical Proposal at the time and place indicated in the Bid Data Sheet
		6.1.6	The Client's Proposals opening committee shall conduct the opening of the Technical Proposals in the presence of the Contractor 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 ITB Clause 7.4
		6.1.7	At the opening of the Technical Proposals the following shall be read out: (i) the name and address of the Contractor 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.
2. Proposals Evaluation			
7.1	General	7.1.1	From the time the Proposals are opened to the time the Contract is awarded, the Contractor should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Contractor to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Contractor's Proposal. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of

S. No.	Particulars	Clause	Description
			Contract award publication, if a Contractor wishes to contact the Client on any matter related to the selection process, it should do so only in writing. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
7.2	Evaluation of Technical Proposals	7.2.1	The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in the Bid Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Bid Data Sheet. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
7.3	Financial Proposals for Quality Based selection (QBS)	7.3.1	Following the ranking of Technical Proposals, when selection is based on quality only (QBS), the details of the top ranked Contractor will be placed on the State Public Procurement Portal and all other Contractor shall be informed about it. The top ranked Contractor shall be invited to negotiate its proposal and the Contract in accordance with the instructions given under ITB 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 Contractor 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.
7.4	Public Opening and Evaluation of Financial Proposals (for QCBS, FBS, and LCS methods)	7.4.1	After the technical evaluation is completed, the Client shall inform those Contractor whose Technical Proposals did not meet the minimum qualifying technical score and shall provide information relating to the Contractor'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 Contractor 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

S. No.	Particulars	Clause	Description
			Procurement Portal. The opening date should allow Contractor sufficient time to make arrangements for attending the opening. The Contractor's attendance at the opening of the Financial Proposals (in person, or online, if such option is indicated in the Bid Data Sheet) is optional and is at the Contractor's choice.
		7.4.2	The Financial Proposals shall be opened publicly by a committee constituted by the Client for this purpose in presence of those Contractor or their authorised representatives whose proposals have passed the minimum technical score. At the opening, the names of the Contractor, 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 Contractor or their representatives who are present at the opening of the Proposals and the members of the Proposals opening Committee shall sign the record.
	Correction of errors	7.4.3	Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
		7.4.3.1	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.

S. No.	Particulars	Clause	Description
7.5	Taxes	7.5.1	The Client's evaluation of the Contractor's Financial Proposal shall include all taxes and duties in India, if provided in the Bid Data Sheet.
7.6	Conversion to Single Currency	7.6.1	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.
7.7	Evaluation in case of Quality cum- Cost- Based Selection (QCBS)	7.7.1	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.
8. Negotiations and Clarifications			
8.1	General	8.1.1	The negotiations will be held at the date and address indicated in the Bid Data Sheet with the Contractor or its representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Contractor.
		8.1.2	The Client shall prepare minutes of negotiations that are signed by the Client and the Contractor or its authorised representative.
8.2	Availability of Key Experts	8.2.1	The invited Contractor 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 ITB. Failure to confirm the Key Experts' availability may result in the rejection of the Contractor's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Contractor.
		8.2.2	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 Contractor, including but not limited to death or medical incapacity. In such case, the Contractor shall offer a substitute Key Expert within

S. No.	Particulars	Clause	Description
			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 candidate.
8.3	Technical negotiations or clarifications	8.3.1	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.
8.4	Financial negotiations or clarifications	8.4.1	The negotiations include the clarification of the Contractor's tax liability in India and how it should be reflected in the Contract.
		8.4.2	If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.
8.5	Conclusion of the negotiations	8.5.1	The negotiations will conclude with a review of the finalised draft Contract. To complete negotiations the Client and the Contractor will sign the agreed Contract.
9. Award of Contract			
9.1	Award of Contract	9.1.1	After completing negotiations and clarifications and prior to the expiration of the period of validity of the Proposal, the Procuring Entity shall inform the successful Contractor 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 Contractor. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the Contractor given in the Proposal. In the written intimation of acceptance of its Proposal sent to the successful Contractor, 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

S. No.	Particulars	Clause	Description
			LOI is despatched to the successful Contractor. Client shall promptly notify all Contractor who have submitted proposals about the acceptance of the successful offer and also place this information on the State Public Procurement Portal.
		9.1.2	If the Contractor, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration within the specified time period, the Procuring Entity shall take action against the successful Contractor 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 Contractor, to the Contractor with next lowest or most advantageous responsive Proposal.
		9.1.3	The Contractor is expected to commence the assignment on the date and at the location specified in the Bid Data Sheet.
		9.1.4	Refer to Bid Data Sheet for the type of consultancy contract [Time Based or Lump Sum Based Contract]
9.2	Performance Security	9.2.1	Performance Security shall be solicited from the successful Contractor 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 Contractor shall deliver the Performance Security to the Procuring Entity within 15 days or such other time period as specified in the Bid Data Sheet, after issue of the Letter of Award.
		9.2.2	Performance Security shall be furnished in one of the following forms: (a) Bank Draft or Banker's Cheque of a Scheduled Bank in India; or (b) National Savings Certificates and any other script/instrument under National Savings Schemes for

S. No.	Particulars	Clause	Description
			<p>promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of the Procuring Entity with the approval of Head Post Master; or</p> <p>(c) Bank guarantee. It shall be in the form given in Section VC, Contract Forms, issued by a Scheduled Bank in India or as specified in Bid Data Sheet, and shall be got verified from the issuing bank; or (e) Fixed Deposit Receipt (FDR) of a Scheduled Bank in India. It shall be in the name of the Procuring Entity on account of Bidder and discharged by the Bidder in advance. The Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand to the Client without requirement of consent of the Contractor concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit. Performance Security furnished in the form of a document mentioned at options (ii) to (v) above shall remain valid for a period of sixty days beyond the date of completion of the services and all contractual obligations of the Contractor.</p>
		9.2.3	<p>Forfeiture of Performance Security :Amount of Performance Security in full or part may be forfeited in the following cases :-</p> <ul style="list-style-type: none"> (a) when the Contractor does not execute the agreement in accordance with ITB Clause 9.1 [Award of Contract] within the specified time; after issue of letter of acceptance of offer; or (b) when the Contractor fails to commence the Services as per Letter of Award within the time specified; or (c) when the Contractor fails to complete the Services satisfactorily within the time specified; or (d) when any terms and conditions of the contract is breached; or (e) to adjust any accepted dues against the Contractor from any other contract with the Procuring Entity; or (f) if the Contractor breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and ITB Clause 3.1. Notice of reasonable time will be given in

S. No.	Particulars	Clause	Description
			case of forfeiture of Performance Security. The decision of the Client in this regard shall be final.
9.3	Payments	9.3.1	All payments shall be made in Indian Rupees unless otherwise specified in Bid Data Sheet.
9.4	Schedule of Payments	9.4.1	Schedule of payment - as per Bid Data Sheet.
10 Confidentiality			
10	Confidentiality	10.1	In addition to the restrictions specified in section 49 of the Act and Rule 77 of the Rules, all information contained in this RFP should be treated as commercially confidential and the Contractor 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 Contractor 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 Contractor of confidential information related to the process may result in the rejection of its Proposal.
11. Grievance Redressal during Procurement Process.			
11	Grievance Redressal	11.1	Any grievance of a Contractor 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 ITB.

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 ITB 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 ITB 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 Noof

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

Section III

: Bid Data Sheet

ITB Clause Reference	
2.1.1	<ul style="list-style-type: none"> The Procuring entity (Client): DCF & TA to PCCF (HoFF) Address: DCF & TA to PCCF, office of the Principal Chief Conservator of Forests (HoFF), Room No A-407, 4TH Floor, Aranya Bhawan, Jhalana Institutional Area, Jaipur, Rajasthan. Telephone No. +91-141- 2713814. Method of Selection: Open Competitive Bidding - Quality and Cost Base Selection (QCBS)
2.1.3	Financial Proposal to be submitted together with Technical Proposal ; Yes Name of the Assignment is: Procurement of Services for Annual operation and Maintenance contract (AMC) of Central AC system, various electrical and other services in Aranya Bhawan, Jaipur Rajasthan on contractual basis.
2.1.4	<p>The Pre-Bid conference will be held: Yes The time and date will be :11 A.M. on 01.12.2015 and other details are : Name and Designation of the client's representative: DCF & TA to PCCF Address: DCF & TA to PCCF, office of the Principal Chief Conservator of Forests (HoFF), Rajasthan, Room No A-407, 4TH Floor, Aranya Bhawan, Jhalana Institutional Area, Jaipur, Rajasthan. Telephone No. +91-141- 2713814. Pin Code : 302004 Telephone No. with STD Code : 0141- 2713814. Facsimile Number : 0141- 2709480 Email Address : dcfta.hoff.forest@rajasthan.gov.in</p>
2.1.5	<p>The Client will provide the following inputs and facilities to Contractor (if asked by Contractor):</p> <ol style="list-style-type: none"> Client will make available relevant document and specification of different equipments. Technical inputs regarding building and all installations.
3.2.1	Whether Joint Ventures, Consortium or Association are permitted to submit proposals : No
3.6.1	Proposals must remain valid for 90 days after the last date for submission (Date: 08.12.2015): i.e. up to 07.03. 2016.
3.7.1	Bid Security shall be Rs. 20,000/-.
4.1.1	<p>Clarifications may be requested not later than 07 days before the last date of depositing bidding forms (i.e. upto 01.12. 2015). For clarification purposes only, the procuring entities (clients) Address is : Attention : DCF & TA to PCCF Address: DCF & TA to PCCF, Office of the Principal Chief Conservator of Forests (HoFF), Rajasthan, Room No A-407, 4TH Floor, Aranya Bhawan, Jhalana Institutional Area, Jaipur, Rajasthan. City : Jaipur - 302004 Telephone No. with STD Code : 0141- 2713814 Facsimile Number : 0141-2709480 Email Address : dcfta.hoff.forest@rajasthan.gov.in</p>
5.1.1	Proposals and related correspondence language: English
5.1.3.1	Contractor may associate with other Contractor (Yes/No): No
5.1.3.2	For Time Based Input : Estimated total cost of the assignment :INR 10,00,000/- (including all applicable taxes)

5.1.3.4	Contractor must submit original reports in English.																																				
5.2.1	The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP)																																				
5.2.2.7	Contractor will be responsible to Plan & Conduct 02 days training for staff to be deployed for operation, maintenance and services work in consultation with the office of the Principal Chief Conservator of Forests (HoFF), Rajasthan, Aranya Bhawan.																																				
5.5.1	Amounts payable by the Client to the Contractor under the contract to be subject to local taxation : Yes																																				
6.1.2	Contractor must submit the original and two copies of the Technical Proposal, and the original of the Financial Proposal																																				
6.1.3	Technical and Financial Proposal must be reached on or before 1500 Hrs of 08.12.2015 at following address: DCF & TA to PCCF, Office of the Principal Chief Conservator of Forests (HoFF), Rajasthan, Room No A-407, 4 th Floor, Aranya Bhawan, Jhalana Institutional Area, Jaipur, Rajasthan. Telephone No. +91-141- 2713814. Pin Code : 302004 Email Address : dcfta.hoff.forest@rajasthan.gov.in																																				
6.1.5	<div><div>i. Opening of technical proposal - 1600 Hrs of 08.12.2015</div><div>ii. Place of opening - Conference Hall, First Floor, Aranya Bhawan, Office of the Principal Chief Conservator of Forests (HoFF), Rajasthan, Jhalana Institutional Area, Jaipur, 302004, India</div><div>The address of website for electronic submission is: N.A.</div></div>																																				
7.2.1	<div>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)</div> <div><div><div>i. Specific experience of the Contractor relevant to the assignment:</div><div>ii. Organization and staffing</div><div>iii. Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</div><div><div>a) Technical approach and methodology</div><div>b) Work plan</div></div></div><div><div>10</div><div>05</div><div>20</div><div>15</div></div></div> <div>Total points for criterion : [50]</div> <div>(iii) Key professional staff qualifications and competence for the assignment:</div> <table><tr><th>S. NO</th><th>Staff</th><th>No.</th><th>Marks</th></tr><tr><td>A</td><td>AC Operator:</td><td>01</td><td>10</td></tr><tr><td>B</td><td>Electrician :</td><td>01</td><td>10</td></tr><tr><td>C</td><td>Helper AC Operator:</td><td>01</td><td>04</td></tr><tr><td>D</td><td>Helper Electrician :</td><td>01</td><td>04</td></tr><tr><td>E</td><td>Fire Operator :</td><td>01</td><td>07</td></tr><tr><td>f</td><td>Sound System Operator:</td><td>01</td><td>05</td></tr><tr><td>g</td><td>Telephone wiring Technician</td><td>01</td><td>05</td></tr><tr><td>h</td><td>CCTV Technician</td><td>01</td><td>05</td></tr></table> <div>Total points for criterion : [50]</div> <div>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</div>	S. NO	Staff	No.	Marks	A	AC Operator:	01	10	B	Electrician :	01	10	C	Helper AC Operator:	01	04	D	Helper Electrician :	01	04	E	Fire Operator :	01	07	f	Sound System Operator:	01	05	g	Telephone wiring Technician	01	05	h	CCTV Technician	01	05
S. NO	Staff	No.	Marks																																		
A	AC Operator:	01	10																																		
B	Electrician :	01	10																																		
C	Helper AC Operator:	01	04																																		
D	Helper Electrician :	01	04																																		
E	Fire Operator :	01	07																																		
f	Sound System Operator:	01	05																																		
g	Telephone wiring Technician	01	05																																		
h	CCTV Technician	01	05																																		

	<ol style="list-style-type: none"> 1. Educational/Professional qualifications [weight : 25%] 2. Adequacy for the assignment [weight : 60%] 3. Experience in region and language [weight : 15%] <p style="text-align: right;">Total weight: 100%</p> <p>Total points for all the criteria: 100</p> <p>The minimum technical score (St) required to pass is: 60 Points.</p> <p>Score sheet shall be prepared by each of the member of the committee individually for all Contractors and the total score averaged out to reach at the final scoring by the committee.</p>
7.4.2	Financial Proposal will be opened within 15 days of technical bid opening
7.5.1	Sales tax/VAT, Purchase Tax, Turnover tax, Excise duty, Work Contract tax or any other tax applicable on the material shall be paid by the contractor. The Contractor shall quote his rates considering all such taxes. However service tax will be reimbursable to the agency after satisfying that it has actually and genuinely been paid by the contractor.
7.7.1	<p>The formula for determining the financial scores is the following:</p> <p>$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration. The weights given to the Technical and Financial Proposals are: $T = 0.7$, and $P = 0.3$</p>
8.1.1	<p>Expected date and address for contract negotiations:</p> <p>Contract negotiations meeting will be held within 15 days after opening the financial bid.</p> <p>Address: DCF & TA to PCCF, Office of the Principal Chief Conservator of Forests (HoFF), Rajasthan, Aranya Bhawan, Jhalana Institutional Area, Jaipur, Rajasthan</p>
9.1.1	The time period within which the successful Contractor 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	<p>Expected date and location for commencement of operation and maintenance services are:</p> <p>Date :- Third week of December, 2015.</p> <p>Location at Jaipur (Aranya Bhawan)</p>
9.1.4	The contract will be a Time Based Contract
9.2.1	<p>Whether Performance Security or Performance Security Declaration shall be required from the successful Contractor (Yes/ No): Yes</p> <p>If yes, the amount of Performance Security shall be @ 5 % of the Contract amount.</p>
9.3.1	The currency(s) of payment in Indian Rupees

9.4.1	<p>The schedule of Payments shall be as follows:</p> <p>(An indicative pattern is given below)</p> <table><tr><th>SNo</th><th>Report</th><th>Amount</th></tr><tr><td>1.</td><td>Submission of Monthly Invoice : First Two months</td><td>15% of total contract amount</td></tr><tr><td>2</td><td>Submission of Monthly Invoice : Additional two months</td><td>15% of total contract amount</td></tr><tr><td>3</td><td>Submission of Monthly Invoice : Additional two months</td><td>15% of total contract amount</td></tr><tr><td>4</td><td>Submission of Monthly Invoice : Additional two months</td><td>15% of total contract amount</td></tr><tr><td>5</td><td>Submission of Monthly Invoice : Additional two months</td><td>15% of total contract amount</td></tr><tr><td>6</td><td>Submission of Monthly Invoice : Additional two months</td><td>Remaining contract amount after adjusting any advance/recovery/excess payment made earlier.</td></tr></table>	SNo	Report	Amount	1.	Submission of Monthly Invoice : First Two months	15% of total contract amount	2	Submission of Monthly Invoice : Additional two months	15% of total contract amount	3	Submission of Monthly Invoice : Additional two months	15% of total contract amount	4	Submission of Monthly Invoice : Additional two months	15% of total contract amount	5	Submission of Monthly Invoice : Additional two months	15% of total contract amount	6	Submission of Monthly Invoice : Additional two months	Remaining contract amount after adjusting any advance/recovery/excess payment made earlier.
SNo	Report	Amount																				
1.	Submission of Monthly Invoice : First Two months	15% of total contract amount																				
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5	Submission of Monthly Invoice : Additional two months	15% of total contract amount																				
6	Submission of Monthly Invoice : Additional two months	Remaining contract amount after adjusting any advance/recovery/excess payment made earlier.																				
11.1	<p>The Designation and Address of the First Appellate Authority is :</p> <p>Chief Conservator of Forests (Head Quarter) Address: Office of Principal Chief Conservator of Forests (HoFF), Rajasthan, Room No B-209, 2nd Floor, Aranya Bhawan, Jhalana Institutional Area, Jaipur, Rajasthan. Telephone No. +91-141- 2713852.</p> <p>The Designation and Address of the Second Appellate Authority is :</p> <p>Additional Principal Chief Conservator of Forests (Head Quarter) Address: Office of Principal Chief Conservator of Forests (HoFF), Rajasthan, Room No B-216, 2nd Floor, Aranya Bhawan, Jhalana Institutional Area, Jaipur, Rajasthan. Telephone No. +91-141- 2713859.</p>																					

Section IV: Bidding Forms

Checklist of Required Technical Proposal Forms

Required for FTP or STP (√)		Form	DESCRIPTION	<i>Page Limit</i>
FTP	STP			
√		TECH-1	Technical Proposal Submission Form	
	√	TECH-2	Contractor structure and Experience.	10
	√	TECH-2 A	Contractor's structure	
	√	TECH-2B	Contractor'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 Contractor or the same authorised representative of the Contractor who signs the Proposal.

Form TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

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

{Jaipur, Date-----}

To:

DCF & TA to PCCF, office of the Principal Chief Conservator of Forests (HoFF), Rajasthan, Room No. A-407, Aranya Bhawan, Jhalana Institutional Area, Jaipur, Rajasthan. Telephone No. +91-141- 2713814

Dear Sirs:

We, the undersigned, offer to provide the Contractor for Annual operation and Maintenance contract of Central Air Conditioning System, various electrical and other Services in accordance with your Request for dated *[Insert Date]*. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

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 have no conflict of interest in accordance with ITB Clause 3.1
- (d) We meet the eligibility requirements as stated in ITB Clause 3.2, and we confirm our understanding of our obligation to abide by the Code of Integrity ITB Clause 3.1.5,
- (e) Except as stated in the Bid Data Sheet, Clause 3.6.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITB Clause 3.6.1 and ITB Clause 8.2 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.

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.

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 Contractor (firm's/ company's name or JV's name):

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

Form TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)
CONTRACTOR's STRUCTURE AND EXPERIENCE

Form TECH-2: a brief description of the contractor's structure and an outline of the recent experience of the contractor 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 contractor's Key Experts and Sub-Contractor 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 Contractor), and the Contractor's role/involvement.

(i) Contractor'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 Contractor was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Contractor's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Contractor, or that of the Contractor's partners or Sub-Contractor, but can be claimed by the Experts themselves in their CVs. The Contractor should substantiate the claimed experience by presenting copies of relevant documents.

Duration of Assignment	Title of the Assignment	Name of the Client	Specific Objectives & Outcome	Total Value of the Assignment (INR)	Salient features of the Assignment

(ii) Organisation and staffing:

Contractor Structure

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

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**

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

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 and Methodology
 - b) Work Plan
 - c) Contractor 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.}
 - b) **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 of the reports. 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.}
 - c) **Contractor 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
Work Schedule and planning (AMC) for Annual operation and maintenance of Air conditioning system, Various electrical and other services as per TOR: <ul style="list-style-type: none">a. Annual Operation and Maintenance of 300 TR capacity air conditioning plant.b. Fire Fighting and fire detection Systemc. Electrical Substation and External Electrical Installations (All electrical services in campus area of Aranya Bhawan).d. Internal Electrical Installations.e. Digital Conference mike system and Public address systemf. Auditorium Sound system and Stage lighting system.g. EPBX and Telephone Wiring.h. CCTV Systemi. DG set	

- 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.

	Professional Staff	Qualification	Experience
K-1	AC Operator:		
K-2	Electrician :		
K-3	Helper AC Operator:		
K-4	Helper Electrician :		
K-5	Fire Operator :		
K-6	Sound System Operator:		
K-7	Telephone wiring Technician		
K-8	CCTV Technician		

CURRICULUM VITAE (CV)

(Please affix a recent passport size coloured photograph)

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

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

FORM TECH-6 (CONTINUED)

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing contractor, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing contractor(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.} The Contractor should substantiate the claimed experience by presenting copies of relevant documents. Details of each proposed staff need to be provided in the following formats.

S . NO	Period	Employing Contractor and your title/position. Contact information for reference	State/Country	Summary of activities performed relevant to the Assignment

FORM TECH-6 (CONTINUED)**Language Skills (indicate only languages in which you can work):**

S. NO.	Language	Please tick (✓)			Good/V. Good/Excellent
		Read	Write	Speak	Fluency
1.	Hindi				
2.	English				

Adequacy for the Assignment:

Detailed Tasks Assigned to Contractor'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 Contractor or his Counter Signature

Date

Authorised Signatory (the same who signs the Proposal)

Financial Proposal - Standard Forms

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{ Location, Date }

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the services for Annual operation and Maintenance contract of Central Air Conditioning System, various electrical and other services in Aranya Bhawan, Jaipur Rajasthan 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: _____

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

(Note: Please quote single price for all the activities to be carried out for Annual operation and Maintenance contract of air conditioning System , various electrical and other services in Aranya Bhawan, Jaipur

S. No.	Items	Single Price in Indian Rupees
1.	Annual operation and Maintenance contract of Central Air Conditioning System, various electrical and other services in Aranya Bhawan, Jaipur Rajasthan as per Scope of Work with TOR in section VI	
	Taxes (as applicable)	
Total Cost of the Financial Proposal: (Should match the amount in Form FIN-1)		

Date:
Place:

Signature with Name of the authorised Signatory
Designation

This Amount is inclusive of all taxes, other liabilities and payments that may arise from time to time. The Contractor 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 Bidders (hereinafter “the ITB”),

iii. do not accept the correction of errors in accordance with the ITB, or

iv. breach any provision of the Code of Integrity specified in the ITB;

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 -----

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 Contractor]* (hereinafter called "the Contractor") 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 Contractor, 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 Contractor is in breach of its obligation(s) under the Proposal conditions, because the Contractor:

- (a) has withdrawn its Proposal during the period of Proposal validity specified by the Contractor 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 Bidder (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 Contractor is the successful Contractor, upon our receipt of copies of the contract signed by the Contractor and the performance security issued to you upon the instruction of the Contractor; and (b) if the Contractor is not the successful Contractor, upon the earlier of (i) our receipt of a copy your notification to the Contractor of the name of the successful Contractor; or (ii) thirty days after the expiration of the Contractor's Proposal.

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

Name:

In the capacity of:

Signed:

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

Date:

Bank's Seal:

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

Declaration by the Bidder

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

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

Date:

Signature of bidder

Place:

Name

Designation:

Address:

Section VA: General Conditions of Contract

(General Provisions)

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

S. No.	Particulars	Clause	Description
		1.1.12	“Key Expert(s)” or “Key Personnel” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Contractor’s proposal.
		1.1.13	“Local Currency” means Indian Rupees.
\		1.1.14	“Member” means any of the entities that make up the Joint Venture/ Consortium/Association; and “Members” means all these entities.
		1.1.15	“Non-Key Expert(s)” means an individual professional provided by the Contractor or its Sub - Contractor to perform the Services or any part thereof under the Contract.
		1.1.16	“Party” means the Client or the Contractor, as the case may be, and “Parties” means both of them.
		1.1.17	“Personnel” means professionals and support staff provided by the Contractor or by any Sub - Contractor and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside India; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India.
		1.1.18	“Reimbursable expenses” where applicable means all assignment-related costs other than Contractor’s remuneration.
		1.1.19	“Rules” means the Rajasthan Transparency in Public Procurement Rules, 2012.
		1.1.20	“SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
		1.1.21	“Services” means the work to be performed by the Contractor pursuant to this Contract.
		1.1.22	“Sub-Contractor ” means any person or entity to whom/ which the Contractor subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
		1.1.23	“Third Party” means any person or entity other than the Government, the Client, the Contractor or a Sub - Contractor .
		1.1.24	“In writing” means communicated in written form as a letter, E-mail, fax to the specified address, contact id with proof of receipt.

S. No.	Particulars	Clause	Description
2. Interpretation			
2.1	Relationship Between the Parties	2.1.1	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Contractor. The Contractor, subject to this Contract, has complete charge of Experts, Personnel and Sub-Contractor, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
2.2	Law Governing the Contract	2.2.1	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
2.3	Language	2.3.1	Controlling language for all matters relating to the meaning or interpretation of this Contract.
2.4	Headings	2.4.1	The headings shall not limit, alter or affect the meaning of this Contract.
2.5	Notices, Communications	2.5.1	Any communication, notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in Writing. Any such notice, request or consent shall be deemed to have been given or made when delivered personally, posted, e-mailed, faxed to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
		2.5.2	A Party may change its address for notice hereunder by giving the other Party a notice in writing of such change to the address specified in the SCC.
2.6	Location	2.6.1	The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is changed, at such locations, whether in the India or elsewhere, as the client may approve.
2.7	Authority of Member in Charge or Team Leader	2.7.1	In case the Contractor 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 Contractor's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments in the joint name from the Client.
2.8	Authorized Representatives	2.8.1	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Contractor may be taken or executed by the

S. No.	Particulars	Clause	Description
			Authorized Representatives specified in the SCC.
3. Code of Integrity			
3.1	Code of Integrity	3.1.1	<p>It is required that bidders observe the highest standard of ethics during the procurement process and performance of the Contract. Therefore, The Contractor, Sub-Contractor , or their personnel shall-</p> <p>(a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or performance of the Contract or to otherwise influence the Client/ Procuring Entity;</p> <p>(b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation in performance of the Contract;</p> <p>(c) not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process and performance of the Contract;</p> <p>(d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process and performance of the Contract;</p> <p>(e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process and performance of the Contract;</p> <p>(f) not obstruct any investigation or audit of a procurement process and performance of the Contract;</p> <p>(g) disclose conflict of interest, if any; and</p> <p>(h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring Entity.</p>
3.2	Measures to be Taken On Breach Of Code of Integrity	3.2.1	<p>Breach of Code of Integrity by the Contractor, Sub-Contractor , 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 Contractor, Sub-Contractor , or their personnel, the Procuring Entity may take appropriate action in accordance with the provisions of sub-</p>

S. No.	Particulars	Clause	Description
			section (3) of section 11 and section 46 of the said Act.
3.3	Commissions and Fees	3.3.1	The Client requires the Contractor to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and debarment by the Procuring Entity.
4. Commencement, Completion, Modification and Termination of Contract			
4.1	Effectiveness of Contract	4.1.1	This Contract shall come into force and effect on the date (the “Effective Date”) on which the Client issues to the Contractor 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.
	Forfeiture of Performance Security	4.1.2	Performance Security amount in full or in part may be forfeited by the Client in any of the following cases:- (a) If the Contractor fails to commence the Services within the time period after signing of the agreement as specified by the Client. (b) If any of the terms and conditions of the Contract is breached. (c) When the Contractor fails to execute the Contract satisfactorily. (d) If the Contractor breaches any provision of the Code of Integrity prescribed in the Act and Chapter VI of the Rules and GCC Clause 3. 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.
4.3	Commencement of Services	4.3.1	The Contractor shall confirm availability of Key Experts and begin carrying out the Services not later than the number of Days after the Effective Date specified in the SCC.
4.4	Expiration of Contract	4.4.1	Unless terminated earlier, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
4.5	Entire Agreement	4.5.1	This Contract contains all covenants,

S. No.	Particulars	Clause	Description
			stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
4.6	Modifications or Variations	4.6.1	Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
		4.6.2	In cases of substantial modifications or variations, the prior written consent of the competent authority of the Procuring Entity will be required.
5. Force Majeure			
5.1	Definition	5.1.1	For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and subject to those requirements includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government contractor .
		5.1.2	Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-Contractor or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
		5.1.3	Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
5.2	No Breach of Contract Due to	5.2.1	The failure of a Party to fulfill any of its obligations hereunder shall not be considered

S. No.	Particulars	Clause	Description
	Force Majeure		to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
5.3	Measures to be Taken	5.3.1	A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
		5.3.2	A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
		5.3.3	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
		5.3.4	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor, upon instructions by the Client, shall either: i. demobilise, in which case the Contractor shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or ii. continue with the Services to the extent possible, in which case the Contractor shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
		5.3.5	In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled through Dispute Resolution Mechanism.
5.4	Suspension	5.4.1	The Client may, by written notice of suspension to the Contractor, suspend all payments to the Contractor hereunder if the Contractor fails to perform any of its

S. No.	Particulars	Clause	Description
			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 Contractor to remedy such failure within a period not exceeding thirty (30) Days after receipt by the Contractor of such notice of suspension.
6. Termination			
6.1	By the Client	6.1.1	<p>The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs mentioned below. In such an occurrence the Client shall give a not less than thirty (30) <u>days</u>' written notice of termination to the Contractor 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 Contractor 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 Contractor becomes (or, if the Contractor 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 Contractor 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 Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>(f) If the Contractor, in the judgment of the Client, has breached any provision of</p>

S. No.	Particulars	Clause	Description
			<p>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 Contractor 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 Contractor fails to confirm availability of Key Experts as required in GCC Clause 4.3.1.</p>
		6.1.2	Termination by the Client due to failure of the Contractor to provide the required services shall lead to the forfeiture of the Performance Security as per GCC Clause 4.1.2 [Forfeiture of Performance Security].
6.2	By the Contractor	6.2.1	<p>The Contractor 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 Contractor pursuant to this Contract and not subject to dispute within forty-five (45) Days after receiving written notice from the Contractor that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(c) If the Client fails to comply with any final decision reached as a result of Dispute Resolution Mechanism or arbitration, where permissible.</p> <p>(f) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Contractor may have subsequently approved In Writing) following the receipt by the Client of the Contractor's notice specifying such breach.</p>
6.3	Cessation of Rights and Obligations	6.3.1	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:

S. No.	Particulars	Clause	Description
			<ul style="list-style-type: none"> (i) Such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in GCC Clause 7.7, (iii) the Contractor's obligation to permit inspection, copying and auditing of their accounts and records by the Client set forth in GCC Clause 7.10, and (iv) any right which a Party may have under the Applicable Law.
6.4	Cessation of Services	6.4.1	Upon termination of this Contract by notice of either Party to the other pursuant to GCC Clause 6.1 or 6.2, the Contractor 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 Contractor and equipment and materials furnished by the Client, the Contractor shall proceed as provided, respectively, by GCC Clause 7.13 or 7.14.
6.5	Payment upon Termination	6.5.1	<p>Subject to the GCC Clause 3.2.1 [Measures to be Taken on Breach of Code of Integrity], upon termination of this Contract, the Client shall make the following payments to the Contractor:</p> <ul style="list-style-type: none"> (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 (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.
6.6	Disputes about Events of Termination	6.6.1	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

S. No.	Particulars	Clause	Description
			Mechanism or arbitration, where permissible.
6.7	Extension in Completion Period and Liquidated Damages	6.7.1	If the Contractor 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 Contractor, shall be entitled to impose on the Contractor, 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.
7. Obligations of the Contractor			
7.1	Standard of Performance	7.1.1	The Contractor 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 Contractor 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-Contractor or Third Parties. No decision regarding design or incidental thereto of the Contractor should cause any loss to the Client. All designs, drawings and the estimates should provide optimum value to the Client.
		7.1.2	The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractor as are required to carry out the Services.
		7.1.3	The Contractor may subcontract part of the Services to an extent and with such Key Experts and Sub- Contractor as may be approved in advance by the Client.

S. No.	Particulars	Clause	Description
			Notwithstanding such approval, the Contractor shall retain full responsibility for the Services.
7.2	Law Governing Services	7.2.1	The Contractor 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-Contractor , as well as the Personnel of the Contractor and any Sub-Contractor , comply with the Applicable Law.
		7.2.2	The Client shall notify the Contractor In Writing of relevant local customs, and the Contractor shall, after such notification, respect such customs.
7.3	Conflict of Interests	7.3.1	The Contractor shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
7.4	Contractor Not to Benefit from Commissions, Discounts, etc	7.4.1	The payment of the Contractor pursuant to GCC Clause 10 shall constitute the Contractor's only payment in connection with this Contract and, the Contractor 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 Contractor shall use its best efforts to ensure that any Sub-Contractor , as well as the Experts/Personnel and agents of either of them, similarly shall not receive any such additional payment.
		7.4.2	Furthermore, if the Contractor, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Contractor 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 Contractor in the exercise of such procurement advisory responsibility shall be for the account of the Client.
7.5	Contractor and Affiliates Not to be Otherwise Interested in Project Not to Engage in Certain Activities	7.5.1	The Contractor agrees that, during the term of this Contract and after its completion or termination, the Contractor and any entity affiliated with the Contractor, as well as any Sub-Contractor and any entity affiliated with such Sub-Contractor , shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Contractor's Services for the

S. No.	Particulars	Clause	Description
			preparation or implementation of the project, unless otherwise indicated in the SCC.
7.6	Prohibition of Conflicting Activities	7.6.1	The Contractor shall not engage, and shall cause its Experts, Personnel as well as Sub-Contractor and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
		7.6.2	The Contractor has an obligation and shall ensure that its Experts and Sub-Contractor 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 Contractor or the termination of its Contract, in addition to any action which may be taken under the provisions of the Act and the Rules.
7.7	Confidentiality	7.7.1	In addition to the provisions of Section 49 of the Act and Rule 77 of the Rules, except with the prior written consent of the Client, the Contractor 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 Contractor and the Experts or Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
7.8	Liability of the Contractor	7.8.1	Subject to additional provisions, if any, set forth in the SCC, the Contractor's liability under this Contract shall be provided by the Applicable Law.
7.9	Insurance to be Taken out by the Contractor	7.9.1	<p>The Contractor: shall take out and maintain, and shall cause any Sub-Contractor 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- Contractor ', 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 Contractor shall ensure that such insurance is in place prior to commencing the Services</p>

S. No.	Particulars	Clause	Description
			as stated in GCC Clause 4.3.
7.10	Accounting, Inspection and Auditing	7.10.1	The Contractor shall keep, and shall make all reasonable efforts to cause its Sub-Contractor to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
		7.10.2	The Contractor shall permit and shall cause its Sub-Contractor 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- Contractor relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Procuring Entity or Government of Rajasthan.
		7.10.3	The Contractor's attention is drawn to the fact that acts of the Contractor intended to impede the exercise of the powers of inspection and audit by the Client constitute a prohibited practice subject to Contract termination (as well as to a determination of ineligibility for further contracts).
7.11	Contractor's Actions Requiring Client's Prior Approval	7.11.1	Subcontracts: the Contractor 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 Contractor shall retain full responsibility for the Services. In the event that any Sub-Contractor are found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request the Contractor to provide a replacement, with qualifications and experience equal to or better than those of the Sub- Contractor being replaced and acceptable to the Client, or to resume the performance of the Services itself.
7.12	Reporting Obligations	7.12.1	The Contractor shall submit to the Client the reports and documents specified in Appendix A hereto, in the form, in number and within the time periods set forth in the said Appendix. Final reports shall be delivered in soft copy in addition to the hard copies specified in the said Appendix.
7.13	Proprietary Rights of the Client in Reports and Records	7.13.1	Unless otherwise indicated in the SCC , all reports and relevant data and information such as maps, drawings, diagrams, plans, databases,

S. No.	Particulars	Clause	Description
			other documents and software, supporting records or material compiled or prepared by the Contractor for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Contractor 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 Contractor may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
		7.13.2	If license agreements are necessary or appropriate between the Contractor and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Contractor shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC .
7.14	Equipment, Vehicles and Materials Provided by the Client	7.14.1	Equipment, vehicles and materials made available to the Contractor by the Client, or purchased by the Contractor 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 Contractor 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 Contractor, unless otherwise instructed by the Client In Writing, shall insure them in an amount equal to their full replacement value.
7.15	Equipment and Materials Provided by the Contractor	7.15.1	Any equipment or materials brought by the Contractor or its Experts and Personnel and used either for the Project or personal use shall remain the property of the Contractor or the Experts and Personnel concerned, as applicable.
8. Contractor ' Experts, Personnel and Sub-Contractor			
8.1	Description of Key	8.1.1	The title, agreed job description, minimum

S. No.	Particulars	Clause	Description
	Experts		qualification and estimated period of engagement to carry out the Services of each of the Contractor's Key Experts are described in Appendix B .
		8.1.2	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 Contractor 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.
		8.1.3	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 Contractor. 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.
8.2	Replacement of Key Experts	8.2.1	Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
		8.2.2	Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Contractor's written request and due to circumstances outside the reasonable control of the Contractor, including but not limited to death or medical incapacity. In such case, the Contractor shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
8.3	Approval of Additional Key Experts	8.3.1	<p>If during execution of the Contract, additional Key Experts are required to carry out the Services, the Contractor 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 based on the rates for other Key Experts position which</p>

S. No.	Particulars	Clause	Description
			require similar qualifications and experience.
8.4	Removal of Experts or Sub-Contractor	8.4.1	If the Client finds that any of the Experts or Sub- Contractor has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Contractor's Expert of Sub- Contractor have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Contractor shall, at the Client's written request, provide a replacement.
		8.4.2	In the event that any of Key Experts, Non-Key Experts or Sub-Contractor is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Contractor to provide a replacement.
		8.4.3	Any replacement of the removed Experts or Sub- Contractor shall possess better qualifications and experience and shall be acceptable to the Client.
		8.4.4	The Contractor shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.
8.5	Replacement / Removal of Experts – Impact on Payments	8.5.1	Except as the Client may otherwise agree, (i) the Contractor 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.
8.6	Working	8.6.1	Working hours and holidays for Experts are set forth in Appendix B . To account for travel time to/ from India, experts carrying out Services inside India shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, India as is specified in Appendix B .
		8.6.2	The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B , and the Contractor's remuneration shall be deemed to cover these items.
		8.6.3	Any taking of leave by Key Experts shall be subject to the prior approval by the Contractor who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

S. No.	Particulars	Clause	Description
9. Obligations of the Client			
9.1	Assistance and Exemptions	9.1.1	Unless otherwise specified in the SCC, the Client shall use its best efforts to:
		9.1.1.1	Assist the Contractor in obtaining work permits and such other documents as shall be necessary to enable the Contractor to perform the Services.
		9.1.1.2	Assist the Contractor in promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India while carrying out the Services under the Contract.
		9.1.1.3	Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts, Personnel and their eligible dependents.
		9.1.1.4	Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
		9.1.1.5	Assist the Contractor and the Experts and any Sub-Contractor employed by the Contractor for the Services in obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in India according to the applicable law in India.
		9.1.1.6	Assist the Contractor, any Sub-Contractor and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in India, of bringing into India reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
		9.1.1.7	Provide to the Contractor, Sub-Contractor and Personnel any such other assistance as may be specified in the SCC.
9.2	Access to Project Site	9.2.1	The Client warrants that the Contractor shall have, free of charge, unimpeded access to project site in respect of which access is required for the performance of the Services.
9.3	Change in the Applicable Law	9.3.1	If, after the date of this Contract, there is any change in the Applicable Law with respect to

S. No.	Particulars	Clause	Description
	Related to Taxes and Duties		existing or new taxes and duties which increases or decreases the cost incurred by the Contractor in performing the Services, then the remuneration and Reimbursable Expenses otherwise payable to the Contractor 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.
9.4	Services, Facilities and Property of the Client	9.4.1	The Client shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A .
		9.4.2	In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result of it.
9.5	Counterpart Personnel	9.5.1	The Client shall make available to the Contractor free of charge such professional and support counterpart Personnel, to be nominated by the Client with the Contractor's advice, if specified in Appendix A .
		9.5.2	If counterpart Personnel are not provided by the Client to the Contractor, the Client and the Contractor shall agree on: (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Contractor.
9.6	Payment Obligation	9.6.1	In consideration of the Services performed by the Contractor under this Contract, the Client shall make such payments to the Contractor for the deliverables specified in Appendix A in such manner as is provided by GCC Clause 10 below.
10. Payments to Contractor			
10.1	Ceiling Amounts	10.1.1	An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D (Reimbursable expenses). (Not required)

S. No.	Particulars	Clause	Description
		10.1.2	Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.
		10.1.3	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.
10.2	Remuneration and Reimbursable Expenses	10.2.1	The Client shall pay to the Contractor (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 Contractor in the performance of the Services.
		10.2.2	All payments shall be at the rates set forth in Fin 2 .
		10.2.3	Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.
		10.2.4	The remuneration rates shall cover: (i) such salaries and allowances as the Contractor shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B , (iii) the Contractor's profit, and (iv) any other items as specified in the SCC.
10.3	Taxes and Duties	10.3.1	The Contractor, Sub-Contractor and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.
		10.3.2	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 Contractor or are paid by the Client on behalf of the Contractor.
10.4	Currency of Payment	10.4.1	Any payment under this Contract shall be made in the currency (ies) of the Contract.
10.5	Mode of Billing and Payment	10.5.1	Billings and payments in respect of the Services shall be made as follows: (a) <i>Advance payment</i> : Within the number of days after the Effective Date, the Client shall pay to the Contractor an advance

S. No.	Particulars	Clause	Description
			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.
			(b) <i>The Itemized Invoices:</i> As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Contractor 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.
			(c) The Client shall pay the Contractor'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 Contractor, the Client may add or subtract the difference from any subsequent payments.
			(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 Contractor and approved as satisfactory by the Client. The Services shall be deemed completed and finally

S. No.	Particulars	Clause	Description
			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 Contractor specifying in detail deficiencies in the Services, the final report or final invoice. The Contractor 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 Contractor to the Client within thirty (30) days after receipt by the Contractor 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.
		10.5.2	All payments under this Contract shall be made to the accounts of the Contractor specified in the SCC.
		10.5.3	With the exception of the final payment, payments do not constitute acceptance of the Services nor relieve the Contractor of any obligations hereunder.
11. Fairness and Good Faith			
11.1	Good Faith	11.1.1	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
12. Settlement of disputes			
12.1	Settlement of Disputes	12.1	Dispute Resolution Mechanism shall be as stated in Annexure A.

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 Contractor 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 Contractor will be made; Client’s input, including counterpart personnel assigned by the Client to work on the Contractor’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 ITB in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Contractor’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 Contractor 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 Contractor’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.]

Section V B: Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.3.1	The language is English
2.5.1 & 2.5.2	<p>The addresses are:</p> <ul style="list-style-type: none"> • Client : DCF & TA to PCCF, Office of The Principal Chief Conservator of Forests (HoFF), Room No. A-407 4th Floor, Aranya Bhawan, Jhalana Institutional Area, Jaipur, Rajasthan. Telephone No. +91-141-2713814 <p>Attention: DCF & TA to PCCF, Jaipur Telephone: 0141- 2713814 E-mail: dcfta.hoff.forest@rajasthan.gov.in Contractor: Address : _____ Attention: _____ Telephone: _____ E-mail: _____</p>
2.8	<p>The Authorized Representatives are:</p> <p>For the Client: -----</p> <p>For the Contractor: -----</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 07 days.

4.3.1	The time period within which the Contractor must commence the Services after the effective date of the Contract is 30 Days. In case the Contractor 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 one year.
7.8.1	<p>Limitation of the Contractor' Liability towards the Client</p> <p>(a) Except in case of gross negligence or wilful misconduct on the part of the Contractor or on the part of any person or firm acting on behalf of the Contractor in carrying out the Services, the Contractor, with respect to damage caused by the Contractor 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 Contractor ' liability, if any, for damage to Third Parties caused by the Contractor or any person or firm acting on behalf of the Contractor in carrying out the Services.</p>
7.9.1	<p>The risks and the coverage by insurance shall be as follows:</p> <p>The firm/ agency/ contractor will be responsible for the safety of the staff deputed by them during the performance of their duty at the site. The contractor shall be fully responsible for any liability/compensation in case of any accident or otherwise or any incident of their staff and the client shall not pay any kind of compensation</p>
7.13.1	<i>[If applicable, insert any exceptions to proprietary rights provision_____]</i>
7.13.2	<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>

9.1.1	List of assistance to be provided by the Client ----- Assistance to be provided by Client to Contractor/ Contractor for working space for staff, if required.
10.1.2	The estimated cost of Contract in local currencies are: INR 10,00,000/- (Ten lacs Rupees only) including all local indirect taxes.
10.4.1	The currency(s) of payment shall be Indian Rupees.
10.5.1 (a)	Whether an Advance payment will be made: No.
10.5.1 (b)	The itemized invoices shall be submitted as per Bid Data Sheet 9.4.1
10.5.2	Account number of Contractor Ac. No. ----- Bank Name ----- Location -----

Section V C: Contract Forms

Table of contents

5. 1 Contract Agreement.

5.2 Performance Security

5.3 Performance Security Declaration

5.1 Contract Agreement

*Annual operation and Maintenance contract of Central Air Conditioning System,
various electrical and other Services in Aranya Bhawan, Jaipur Rajasthan*

Time-Based

between

[Name of the Client]

and

[Name of the Contractor]

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 Contractor]* (hereinafter called the “RO”).

[Note: If the Contractor 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 Contractor’s obligations under this Contract, namely, [name of Contractor] and [name of Contractor] (hereinafter called the “RO”).]

WHEREAS:

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

(b) The Contractor, 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 Contractor shall be as set forth in the Contract, in particular:

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

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 CONTRACTOR

Witness 2 (Name)
 (Designation)
 (Address)

Witness 1 FOR AND ON BEHALF OF THE CLIENT

Witness 2 (Name)
 (Designation)
 (Address)

[Note: If the Contractor 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 to the Procuring Entity)

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

WHEREAS _____

(Hereinafter “the Contractor”) 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 Contractor 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 Contractor, up to a total of ----- and we undertake to pay you, upon your first written demand declaring the Contractor 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 Contractor]

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 Contractor]*
..... (Hereinafter called "the Contractor ") 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 Contractor, 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 Contractor is in breach of its obligation under the Contract because the Contractor 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 Contractor in its account number *[Contractor'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 Contractor 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 Contractor 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: Scope of work and Term of Reference

Term of reference and scope of work for providing services for Annual operation and Maintenance contract of Central Air Conditioning System, various electrical and other services in Aranya Bhawan, Jaipur Rajasthan

1. Introduction

Rajasthan Forest Department, Government of Rajasthan, Head Office (New office building "Aranya Bhawan") is situated at Jhalana Institutional Area, Jaipur, Rajasthan. In connection with its day-to-day functioning proposals are invited from experienced contractor/firm etc. for annual maintenance of office building on contractual basis. Presently, offices at Aranya Bhawan" are equipped with air conditioning system, various electrical and other services for which the office desires to enter into an Annual Maintenance Contract (AMC). The details of all equipments to be operated in Aranya Bhawan are given in Annexure-1 & IV.

2. About the Building:

Aranya Bhawan is a building with 5 floors and a basement with an overall surface area of about 14,290 m², with a total campus area of 15,120 sq. metre located at Jhalana Institutional Area, Jaipur, Rajasthan, an outside technical room as well as one generator room.

Accommodation of the Aranya Bhawan expatriate staff (about 210 office rooms currently)

3. Term of reference and scope of work:

- i. The Contractor shall provide operation and general technical supervision and maintenance of all installations and technical equipment of the office premises of the Aranya Bhawan and ensure their perfect functioning (Details given in Annexure I & IV).
- ii. He shall advise the Client, proper solutions in the event that technical failures have occurred or deficiencies have been detected (e.g. electric problem etc.) and ensure that necessary repair works are carried out to the highest standards.
- iii. He shall also keep inventories of equipment (e.g. Central AC system, Generators, fire extinguishers, drinking water dispensers, Digital Conference mike system, Sound system, EPBX and Telephone Wiring, CCTV System, DG set etc.) and ensure their regular maintenance.
- iv. The following description of tasks is not limited to these and may evolve over time requiring new responsibilities as per the Aranya Bhawan needs in view of the good functioning of the technical installations at Aranya Bhawan and the overall condition of its premises

SCOPE OF WORK

I. Central Air Conditioning System at Aranya Bhawan, Jaipur (Annexure I-III).

1. Efficient & uninterrupted air conditioning is essential for smooth working of Aranya Bhawan. The contractor is expected to provide the services as under:
2. To carry out daily, weekly, monthly & other periodical maintenance schedule of the air conditioning system & allied electrical & other ancillary system, so as to maintain the conditions as per annexure-3, by operating the plant as per manufacturer standard.
3. To maintain Log book of all the parameters and works done & maintenance schedule followed in coordination with **client**.
4. The plant will be serviced Two times in the contract period. One of these services to be rendered positively before the onset of summer to ensure trouble free working of the plant during the summer.
5. The Chilling Machine will be checked for the proper functioning & if any defect is found the same will be rectified, to carry out rectification work, damage to insulation of chiller M/C shall be made good by the contractor free of cost.
6. Leak testing of the entire refrigeration system & charging of refrigerants.
7. Repairing and rewinding of AHU motor, FCU motor, condenser/chilled pumps, axial flow fans, cooling tower motor.
8. Alignment of compressor drives/coupling should be carried out if necessary.
9. Alignment of pump drives/coupling should be carried out if necessary; rubber coupling should be replaced if required.
10. Cooling tower fills, sprinklers will be replaced when necessary. Basin leakage and cleaning to be done periodically.
11. Safety controls such as LP, HP, OP cutout, expansion valve, flow switch, charging valve, solenoid valve, thermostats, selector switch, modulating motor, three ways mixing valves should be repaired or replaced if required.
12. All pressure gauges, thermometers, pressure gauges & gauges will be repaired or replaced if required.
13. All main switches, starters, timers, single phase preventor, over load relay fuses, hour meter, indication lamp, push buttons, intermediate control and power cable and all mounted electric accessories / switchgears will be in the scope of contractor. The contractor shall replace the electric accessories / switchgear, if got out of order or burnt / overheated.

14. Cleaning of air filter in AHU & FCU will be done once in a seasons or whenever required.
15. Minor repairing of chilled/condenser/drain water piping & its parts will be in the scope of contractor.
16. Contractor has to keep one motor for AHU & one motor of FCU as spare.
17. Repairing of butterfly / balancing / Non Return valve / Y - Strainer if required.
18. De scaling of condenser & chilled water lines valves positively once in a year & as & when required.
19. Condenser / chiller water pump as well as their respective starter will be checked for satisfactory functioning. Any repair, if required, to them will be carried out by the contractor.
20. Temperature and current module will be tested for proper functioning and in case any malfunctioning, they will be either repaired or replaced accordingly.
21. Pressure gauges in the gauge board of the chiller / condensing unit / AHU will be checked for their correctness and recalibrate or replaced accordingly.
22. All control of AHU and FCU will be checked for their proper functioning. In case of any malfunctioning will be repaired or replaced.
23. Relay and other electrical accessories will be checked for their proper functioning. In case of any malfunction will be repaired or replaced.
24. Cleaning of strainer once in a season and / or as & when required.
25. Charging of chiller with R-134a refrigerants, due to leakage and / or as & when required.
26. Preventive maintenance of AHU and FCU.
27. Alignment of blower and motor pulley of AHU.
28. To carry out maintenance / repair of AC system, if any good / healthy insulation (duct / pipe / acoustic) is damaged (due to site condition) the same shall be made good by the AC contractor free of cost.
29. Any items which is to be repaired / replaced due to manufacturing defect and installation defect will not be in the scope of work of contractor till Defect liability period.

Name of Work:AMC of Central Air Conditioning system at Aranya Bhawan, Jaipur.

S.No.	Item	Qty.
	Part 'A': Operation Work	
1.	Operation of 300 TR capacity air conditioning plant installed at Aranya Bhawan as per Annexure-I &II	8 Months
	Part 'B' : Maintenance Work	
1.	All in all Annual Maintenance of 300 TR capacity air conditioning plant installed at Aranya Bhawan, Jaipur including the cost of components, necessary T&P required labour etc. as required as per Annexure III & IV	12 Months

II For efficient & uninterrupted operation of various electrical and other Services is essential for smooth working of Aranya Bhawan, (Annexure- IV) the contractor is expected to provide the services as under:

A. Fire Fighting and Fire Detection System

1. The contractor shall maintain all the fire equipments etc. as per manufacturer's manual.
2. To maintain Log book of works done & maintenance schedule followed in coordination with client.
3. To ensure the soundness of the fire Fighting and Fire Detection system, the contractor shall arrange mock drills periodically .Nothing extra will be paid towards organising demonstrations of the system.
4. The contractor shall upkeep diesel pumps and operate daily for checking the performance. and required diesel and lubricating oil shall also be arranged by client. Contractor shall inform client officials to ensure adequate quantity of diesel in the tank.
5. The contractor shall maintain a log- book to record observations and services offered every day/week/fortnight/month/quarter/year signed monthly by the its representative checked from Concerned Aranya Bhawan Officials.
6. The contractor shall prepare a schedule of maintenance indicating the items to be checked daily/weekly/monthly/quartely/yearly in line with the recommendations of the manufacturer's O & M manual of the equipments and get the same approved from the

Engineer - in - charge and implement the same. Complete overhauling of all fire equipments as per manufacturer's standards and guidelines shall be carried out once in a year.

7. Competent Service Engineers/Technicians shall be required to attend breakdown calls as and when required within the least possible time not more than 24 hours.
8. The contractor shall provide tools for Operation & Maintenance works to the deputed staff such as general tools for Electrician, Series Test Lamp, Pliers, L.T.Megger, Digital Tong Tester, Earth Tester, Phase Sequence Meter, Blower/Industrial Vacuum Cleaner, Big Torch, Crimping Tool with all size bits and any other tools required for locating faults.
9. The contractor will ensure vacuum cleaning of Detectors once in a year.
10. The Contractor shall ensure immediately attending to any fault / Fire observed in addressable type Fire Alarm Control panel
11. Any items which is to be repaired / replaced due to manufacturing defect and installation defect will not be in the scope of work till Defect liability period.

B. Electrical Substation and Internal / External electrical Installations/DG Set

1. The contractor shall check the performance of the protection system periodically and loads at various points such as transformers, L.T.panels/Feeder Piller Boxes, DG Set etc. and also clean the equipments with blower.
2. The Contractor will maintain a Daily logbook showing Voltage, current, Power factor, KWH, KVAH Reading and ensure that power factor is maintained always more than 0.95.
3. The Contractor will ensure proper cleaning of Lighting Fixture , Fans , Distribution Boards Half Yearly.
4. Maintenance of DG Set on a monthly basis.
5. The Contractor will attend to any fault like non working of any Electrical point, Fixtures, fans immediately, and contractor will arrange required T & P consumables like Insulation tape, wire, etc.
6. The contractor shall provide tools for O & M works to the deputed staff such as Screw Drivers, Series Test Lamp, Pliers, L.T./H.T.Megger, Digital Tong Tester, Earth Tester, Phase Sequence Meter, Blower/Industrial Vacuum Cleaner, Big Torch, Hydraulic Crimping Tool with all size bits and any other tools required for locating fault
7. Spare Parts if required, shall be arranged by the client. However consumables required for day to day maintenance shall be in the scope of contractor. Spares required for maintenance work shall be made available by the department after receiving demand from the contractor. The contractor shall repair/maintain the system using these spares.

8. Any items which is to be repaired / replaced due to manufacturing defect and installation defect will not be in the scope of work till **Defect liability period (as per enclosure)**.

C. Conference Mike system, Public Address system, Auditorium Sound System, Stage Lighting system

1. Contractor shall depute technically qualified operator for audio conference for important meetings as per the instructions given by client.
2. Cleaning of components shall be done at regular intervals.
3. The contractor shall maintain Public Address System of Building as per manufacturer's maintenance manual.
4. Contractor shall depute technically qualified operator for Auditorium Sound system and Stage Lighting system for Events in Auditorium as per the instructions given by client.
5. Any items which is to be repaired / replaced due to manufacturing defect and installation defect will not be in the scope of work till Defect liability period.
6. Mike systems of Mini conference hall to be maintained and operational.

D. EPBX and Telephone Wiring and CCTV Installations.

1. Contractor shall depute technically qualified person for attending to any fault in EPBX and Telephone wiring system as per the instructions given by client.
2. Cleaning of CCTV system components shall be done at regular intervals.
3. The contractor shall maintain CCTV system of Building as per manufacturer's maintenance manual.
4. Contractor shall depute technically qualified operator for attending to any fault in CCTV system as per the instructions given by client.
5. Any items which is to be repaired / replaced due to manufacturing defect and installation defect will not be in the scope of work till Defect liability period.

3. Reporting

The Contractor shall provide a written report on the status of the Aranya Bhawan premises at the end of each month to the APCCF (HQ), Raj. Jaipur. This report shall comprise of description of works undertaken during the month, works to be foreseen (and for which possibly price offers or tenders would need to be prepared by the Administration Section) as well as detailed proposals

(including plans where necessary) for general maintenance, renovation or upgrading works at the Aranya Bhawan premises.

4. Other details

The Contractor shall report to and receive instructions only from the APCCF (HQ), Raj. Jaipur. The requests by other staff members have to be confirmed by the Administration.

If the Contractor needs spare parts in order to perform his tasks, he shall provide the Administration Section with the relevant price offers/comparison of prices. He may purchase the items only after authorisation by the Administration Section. The price of the necessary purchases shall be reimbursed upon presentation of invoices and/or receipts.

If the contractor needs to send any equipment out of the premises of Aranya Bhawan for repair purpose, the same shall be permitted after taking due written permission from competent authorized representative.

5. Safety:

The contractor shall take all necessary measures to protect the personnel, work and facilities and shall observe safety, health and environment rules & regulations of the Rajasthan Government.

6. Working hours

The Contractor shall get quickly acquainted with the technical specificities of the Aranya Bhawan premises, as necessary. Contractor will operate the System from 9.00 AM to 6.00 PM on all working days. This does not include operation **on Saturdays and Sundays** and other holidays declared by Rajasthan Government. If the services of operation staff are required for operation of the systems other than routine 9 Hrs. operations of the systems contractor will be bounded to operate the systems and no extra cost will be paid for this.

In case of an emergency, the Contractor may be requested to provide *ad-hoc* assistance outside working hours or during week-ends and public holidays. In such a situation, the Contractor should provide emergency assistance within two hours.

7. Work Schedule:

The tentative work schedule for the Central Air Conditioning System and various electrical Services is given in figure below:

Schedule	Months											
	1	2	3	4	5	6	7	8	9	10	11	12
Meeting with Client and Preliminary report on work plan												
Orientation program for technical team												
Submission of monthly report and invoices												
Maintenance Work for Central Air Conditioning System & various electrical services in Aranya Bhawan as per TOR												

8. Payment schedule:

No	Report	Amount
1.	Submission of Monthly Invoice : First Two months	15% of total contract amount
2	Submission of Monthly Invoice : Additional two months	15% of total contract amount
3	Submission of Monthly Invoice : Additional two months	15% of total contract amount
4	Submission of Monthly Invoice : Additional two months	15% of total contract amount
5	Submission of Monthly Invoice : Additional two months	15% of total contract amount
6	Submission of Monthly Invoice : Additional two months	Remaining contract amount after adjusting any advance / recovery / excess payment made earlier.

9 Profile of the Contractor

- The Contractor shall have a proven experience of a minimum of five years in maintenance tasks at Government/Corporate offices (Cooling, electrical, technical and general maintenance tasks).
- Contractor shall have experience of handling maintenance and repairing work of building

with worth of at least 15 crore and more.

- He shall have a proven capacity to maintain cooling, electrical, plumbing and water circuits of premises as well as of the maintenance of telephone and IT wiring and cabling, etc.
- He shall be thoroughly acquainted with the local market and suppliers in order to be able to quickly propose the most appropriate and high quality offers for necessary works, purchases and services.
- The Contractor and the personnel assigned by the Contractor for the execution of the technical building maintenance contract must be able to communicate in Hindi and English, orally and in writing.
- The Contractor must provide his own transport in order to carry out his tasks efficiently and timely.

10 Technical support team:

Technical support team would consist of key experienced Technical's who would be assisting team mainly in operation and Maintenance contract of various electrical Services .

Team Members	Essential Qualification	Minimum Experience
AC Operator (One)	ITI in refrigeration and Air Conditioning	5 Years
AC Helper (One)	8th Pass	3 Years
Electrician (One)	ITI In Electrician trade	5 Years
Helper (One)	8 th Pass	3 Years
Fire Operator (One)	Certificate in fire	3 Years
Sound System Operator (One)	10 th Pass	3 Years
Telephone wiring Technician (One)	10 th Pass	3 Years
CCTV Technician (One)	10 th Pass	3 Years

ANNEXURE-I

Name of Work: **AMC of Central Air Conditioning system at Aranya Bhawan, Jaipur.**
LIST OF EQUIPMENT

S.No.	Item	Qty.	Capacity	Make	Location
1.	Water Cooled Chilling Unit	3 Nos.	110 TR Each	Daikin Mcquay	AC Plant Room
2.	Condensor Water Pump	3 Nos.	12.5 HP Each	Kirloskar	AC Plant Room
3.	Primary Chilled Water Pump	3 Nos.	7.5 HP Each	Kirloskar	AC Plant Room
4.	Secondary Chilled Water Pump	3 Nos.	12.5 HP Each	Kirloskar	AC Plant Room
5.	Cooling Tower	3 Nos.	160 TR	Bell	Back side of Building
6.	Air Handling Unit with Starter Panel, Proportional Thermostate, Motorized Valve Complete	25 Nos.	2000/3500/4000/5000/6000 cfm	Ravi aircon	At Various Locations in Building
7.	Hydraunic Cassette	22 Nos.	1.0 / 1.25 /1.5 / 1.75 / 2.0 / 2.5 TR	Carryaire	In First floor Rooms of Building
8.	Fan Coil Unit 600 / 800 Cfm with controls	24 Nos.	600 / 800 cfm	Ravi aircon	In Second floor Rooms of Building
9.	Expansion Tank	1 Nos.	1000 Ltr	No Make	Terrace
10.	Main AC Auxiliary LT Panel	1 Nos.			AC Plant Room
11.	AHU Power Panel	1 Nos			AC Plant Room
12.	Tube axial Flow Fan	4 No.	17000 cfm	Nicotra	Basement
13.	Control Panel with CO 2 sensor for Tube Axial flow fan	1 Nos.			In Basement Electrical room

ANNEXURE-II

Name of Work: AMC of Central Air Conditioning system at Aranya Bhawan, Jaipur.

1. Operation Timing

Contractor will operate the plant from 9.00 AM to 6.00 PM on all working days. This does not include operation on Sunday and other holidays declared by Rajasthan Government. If the services of operation staff will be required for operation of the plant other than routine 9 Hrs. operation of the plant contractor will be bounded to operate the plant and no extra cost will be paid for this.

2. Contract Period:

12 Months from the date of order

3. Temperature Requirement of AC space:

The efficient and uninterrupted air conditioning is essential for Aranya Bhawan with maintaining the following condition:

- a) Summer temperature - $22^{\circ}\text{C} \pm 2^{\circ}\text{C}$
- b) Mansoon temperature - $22^{\circ}\text{C} \pm 2^{\circ}\text{C}$

4. Manpower Condition:

All the manpower should have required qualification and technical experience it is the duty of contractor for manpower if any manpower is found absent during inspection than Rs. 500/- per person per day will be charged from contractor as penalty.

AMC staff employed by the contractor shall be responsible for attending of AC complaints on telephone & rectification of the same. They shall also switch ON/OFF AHU from AC Plant room as per demand of Aranya Bhawan staff on telephone.

5. Penalty Clause:

The Aranya Bhawan building is Important & to ensure the smooth working of AC system it is necessary to operate the trouble free plants. The penalty clause on bill should be applicable for any break, non performance or delay in carrying out services in the maintenance contract.

Penalty as under:

- a) Rs. 1000/- per day (for a period of five days)
- b) Rs. 2000/- per day (after five days) If fault is not attended within prescribed time schedule then counting of penalty days will start from date of reporting
- c) If any manpower is found absent then Rs. 500/- per person per day will be charged from the contractor as penalty.

6. **General:**

Sewage Treatment plant is located near cooling tower. It is the duty of contractor to take water for cooling tower from STP, if required he can take water from overhead tank every morning before start of plant and in the evening after office hours.

Following T&P shall be ready stock available in the plant room by the contractor:

- a) 4 Cell Torch
- b) Digital Tong Tester
- c) Digital Thermometer 2 Nos.
- d) Anemo meter (Digital)
- e) Tool Kit
- f) dB Meter (Sound meter)

7. **Special:**

During winter period, when plant is not in operation, the contractor shall carry out preventive, routine & operation related maintenance with the labour supplier as per Item No. 1 & 2 of **daily, weekly and monthly** schedule of maintenance of Annexure-III.

- 8. Income Tax, Service Tax or any other Taxes on manpower etc. in respect of this contract will be payable by the contractors and nothing extra will be payable by Aranya Bhawan even if such taxes/duties are levied before or after the tenders are opened or during the currency of contract.
- 9. Contractor shall provide Uniform to all the labour with the name of firm printed on uniform also issue laminated identity card without any extra cost.
- 10. Contractor shall be responsible for police verification of all the labour, it is the duty of the contractor to get verification of labour within 15 days from the nearest police station. If any labour gets changed at any time same procedure should be followed.

Name of Work: AMC of Central Air Conditioning work.

SCHEDULE OF MAINTENANCE

A. Daily Schedule of Maintenance:

1. Check water level of cooling tower, chilled water make up water tank.
2. Check oil level of compressor.
3. Check suction screen filter of cooling tower.
4. Check refrigerant gas for leakages liquid line pilot solenoid valve for operation & closing & unloading solenoid valves for loading & unloading the plant.
5. Check the temperature of motor bearing starters etc.
6. Any major deficiency observed must be brought to notice of engineer-in-charge immediately.

B. Weekly Schedule of Maintenance:

1. Check the float valve operation of cooling tower, expansion tank; make up water, storage tanks and humidification tank.
2. Check cooling tower water condition and sump for dust mud and to clean.
3. Check belt tension of AHU motors.
4. Inspect and clean port strainers, Y strainers for chilled water/condenser water line.
5. Check operation of controls.
6. Check three way mixing valves clean and lubricate.
7. Check and clean air intake filter for AHU's
8. Check the safety control switches and circuits.

C. Monthly Schedule of Maintenance:

1. Check bearing lubrication for motors, blowers and pumps and other machinery as required.
2. Check and clean contact point in starters controls.
3. Check setting and operation of protective emergency operating devices.
4. Check alignment for AHU's & CT motors.

5. Check chilled water coils for dust and clean if required.
6. Check CFM of air handling units and to clean.
7. Check RPM of AHU's with techno meter.
8. Check condenser for decaling and to rectify if necessary.
9. To clean evaporator coils.
10. Tightening of various nuts, bolts, flare point and coupling etc.
11. Testing for possible leaks in the refrigerants system. Recording of various reading and ensuring proper tonnage and comfort condition in various condition areas.
12. Checking of blower, efficiency and air flow various halls, chambers, periodical y and to take corrective action whenever required.
13. Contractor should also carry out quarterly and half yearly maintenance after mutual discussion with Engineer-in-charge of air conditioning plants.

A log book shall be maintained by the contractor in which record of weekly, monthly, quarterly & yearly check will be kept.

Annexure- IV

Name of Work: Annual operation and Maintenance contract of various electrical and other services in Aranya Bhawan, Jaipur.

B. Fire Fighting and Fire Detection System

S.No.	Item	Qty.	Unit	Location
1	Electric Driven Fire Pump 2280 LPM suitable for 70 Mtr Head, single stage, 2900 RPM	1	No.	Fire Pump House
2	Diesel Engine Driven Fire pump 2280 LPM suitable for 70 Mtr Head, single stage, 2900 RPM	1	No.	Fire Pump House
3	Jockey Pump 180 LPM suitable for 70 Mtr	1	No.	Fire Pump House
4	Electrical Panel for Fire Pump House	1	No.	Fire Pump House
5	Sprinklers	335	No.	Basement
6	Air Vessel 450 mm	1	No.	Fire Pump House
7	Air Vessel 250 mm	1	No.	Fire Pump House
8	Internal Hydrants	18	No.	in Fire Shaft
9	External Hydrants	6	No.	Out side
10	4 way Fire Brigade Connection	1	No.	at Gate
11	4 way Suction Coupling	1	No.	on Fire Tank
12	RRL Hose 63 mm , 15 Mtr. Long with SS coupler	25	No.	in Fire Hose Box / Shaft
13	Branch Pipe Gun Metal 63 mm	24	No.	in Fire Hose Box / Shaft
14	First -Aid hose reel wall mounted swinging type with 30 mtr. Hose pipe , shut off nozzle complete.	18	No.	in Fire Shaft
15	Fire Hose Cabinet	6	No.	Out side
16	Fire Alarm control panel Addressable type 5 Loop	1	No.	Fire alarm Control Room
17	Addressable Multycriteria Smoke Detector	350	No.	in Building
18	Hooter	19	No.	in Building
19	Pull Box	20	No.	in Building
20	Monoblock Pump 5.0 HP with Starter	2	No.	Fire Pump House
21	Mud Pump	3	No.	1 no. in Fire Pump House & 2 no. in Basement Sump

C. Electrical Substation and External electrical Installations.

S.No.	Item	Qty.	Unit	Location
1	Main LT Panel	1	No.	in Electrical Panel Room
2	Basement LT Panel	1	No.	in Electrical Panel Room Basement
3	Distribution Panel	3	No.	In Electrical Shaft Basement

4	Transformer 500 Kva ' Vardhman ' with Accessories	2	No.	In Electrical Substation
5	APFC Panel 200 KVAR	2	No.	in Electrical Panel Room
6	RMU with one in comer two Outgoing ' ABB '	1	No.	In Electrical Substation
7	RMU for JVVNL connection	1	No.	outside Gate
8	HT Meter Box	1	No.	in HT Meter room
9	Street Light pole with LED Post Top " Philips "	15	No.	in campus
10	Flood Light 400 Watt Metal halide	17	No.	in campus
11	Street Light Feeder Pillar	1	No.	in campus
12	LED Post top for Gate	4	No.	on Both Gate
13	Early Emission type Lightning arrester with cable Etc.	1	No.	at Terrace

D. Internal electrical Installations

S.No	Item	Qty	Unit	Location
1	Tube Light	480	No.	in Building
2	Ceiling Fan	230	No.	in Building
3	Fan Regulator	234	No.	in Building
4	Wall Fan	97	No.	in Building
5	LED Down Lighter Surface type " Philips "	119	No.	in Building
6	LED down Lighter Surface type " Wipro "	110	No.	in Building
7	LED Recess Light	232	No.	in Building
8	Philips Light 2' x 2' Cirrus	124	No.	in Building
9	Trilux Liventy 2' x 2'	38	No.	in Building
10	Ventilating Fan	41	No.	in Building
11	Exhaust Fan 300 mm	25	No.	in Building
12	Distribution Board with MCB	17	No.	in Building

E. Conference Mike system and Public Address system.

S.No.	Item	Qty.	Unit	Location
1	Digital Chairman Unit Flush mounted with Goosneck Microphone of Bosch (DCN) Make	1	No.	In Conference Hall
2	Digital Delegate Unit Flush mounted with Goosneck Microphone of Bosch (DCN) Make	18	No.	In Conference Hall
3	Digital Interface Unit for connection upto 2 Delegate Unit	10	No.	In Conference Hall
4	6 Watt Metal Ceiling Speaker of Bosch Make	12	No.	In Conference Hall
5	120 Watt Mixing Amplifier of Bosch Make	1	No.	In Conference Hall
6	Hydraulic Pop up Box	4	No.	In Conference Hall

7	Switcher with 4 HDMI Inputs and 1 HDMI Output of " Kramer " Make	1	No.	in Equipment Rack
8	4x1 Computer Graphics Video & Stereo Audio Switcher, IR remote control, Input : 4 VGA, 4 unbalanced stereo audio, Output : 1 VGA, 1 unbalanced stereo audio.Make : Kramer VS-41H	1	No.	in Equipment Rack
9	Scaler with 1 HDMI, 1 VGA, 1 Audio Inputs and 1 HDMI Output, HDCP Compliant with IR remote control.Make : Krame	1	No.	in Equipment Rack
10	LCD/ DLP Projector 4500 ANSI 1024 X 768 Native resolution of Epson Make with Remote	1	No.	In Conference Hall
11	Motorized Projection Screen with 100 " diagonal	1	No.	In Conference Hall
12	6 Zone Voice Alarm Controller with Built in 240 watt Booster amplifier	1	No.	In CCTV and PA system Control Room
13	Voice Alrm Call station with Gooseneck Microphone	1	No.	In CCTV and PA system Control Room
14	6 Watt Wall mounted Speaker	1	No.	In CCTV and PA system Control Room
15	15 Watt Horn Speaker	1	No.	in Basement
16	240 Watt Power Amplifier	4	No.	In CCTV and PA system Control Room
17	Equipment Rack	1	No.	in Equipment Rack
18	Digital Chairman with Gooseneck Microphone of Ahuja (CMS-4300) Make	1	No.	In Conference Room
19	Digital Delegate with Gooseneck Microphone of Ahuja (CMD-4200) Make	21	No.	In Conference Room
20	Central Amplifier (CMA-4400)	1	No.	In Conference Room

F. Auditorium Sound system and Stage lighting system.

S.No.	Item	Qty.	Unit	Location
1	Full Range Two way Speaker with Bracket for Flying Speaker of " Bose " Make	4	No.	In Auditorium
2	Subwoofer Module of " Bose " Make	1	No.	In Auditorium
3	Multi position Floor Monitor of " Bose " Make	2	No.	In Auditorium
4	Graphic Equalizer of " DBX " make	1	No.	In Auditorium Control Room
5	Digital Class D Networkable amplifier 4000 watt of ' Bose" Make	1	No.	In Auditorium Control Room

6	Wired Vocal Microphone of " AKG " Make	2	No.	In Auditorium Control Room
7	Wireless Vocal Microphone of " AKG " Make	1	No.	In Auditorium Control Room
8	Gooseneck Microphone with pluggable cardioid of " AKG " Make	1	No.	In Auditorium podium
9	Mixer of " Soundcraft" make	1	No.	In Auditorium Control Room
10	LCD/ DLP Projector 6000 ANSI 1024 X 768 Native resolution of Hitachi Make with Remote	1	No.	In Auditorium
11	Motorized Projection Screen with 144 " x 90 " diagonal of "Euross' make	1	No.	In Auditorium
12	On Line UPS 5 KVA of " Numeric " Make	1	No.	In Auditorium Control Room
13	1000 Watt Halogen Profile Light of " Sai stage " Make	2	No.	In Auditorium
14	1000 Watt Plano Convex Spot Light of " Sai stage " Make	4	No.	In Auditorium
15	1000 Watt Halogen Light with Mash & Barn door of " Sai stage " Make	6	No.	In Auditorium
16	1000 Watt PAR Sealed Beam Light of " Sai stage " Make	10	No.	In Auditorium
17	Dimmer Rack	1	No.	In Auditorium Control Room
18	12 Channel Control Panel	1	No.	In Auditorium Control Room
19	Equipment Rack 24 U Floor Standing	1	No.	In Auditorium Control Room

G. EPBX and Telephone Cabling Installations.

S.No	Item	Qty.	Unit	Location
1	EPBX with expandable port up to 512 Matrix Make	1	No.	in EPBX Room
2	Float cum Boost Charger	1	No.	in EPBX Room
3	Telephone Instruments	140	No.	in Building
4	Operator Console	11	No.	in Building

5	MDF 20 / 100/ 400 Pairs	25	No.	in Building
6	Telephone Cabling of Different Sizes	1	Lot	in Building

H CCTV System Installations.

S.No.	Item	Qty.	Unit	Location
1	CCTV camera with ¼-inch CMOS HD 720p resolution, with built-in IR LEDs to provide quality night time monitoring with 20-30 mtrs viewing distance, Intelligent motion detection, PoE, Day/Night Infrared IP camera wiht Varifocal 2.5 to 9 mm, Bosch Make	3	No.	Outside Campus
2	CCTV Camera with Full HD 3 Mega Pixel IR Dome Camera, Hikvision Make	24	No.	In building
3	CCTV 1.3 Mega pixel IR Dome Camera Hikvision Make	1	No.	In building
4	CCTV Full HD PTZ camera Hikvision Make	1	No.	on Front Porch
5	Rack mounted 32 channel Network Video Recorder with 28 TB Surveillance HDD (4TB x 7 = 28TB, Make: Seagate / WD) Hikvision Make	1	No.	In CCTV control room
6	PC workstation with Intel Pentium Dual Core, 3 Ghz or better with 4GB, RAM, 500 GB SATA HDD, NVIDIA GeForce 2 GB Graphic card, Windows 7, USB , DVD Port Blocking feature,	1	No.	In CCTV control room
7	32" Flat Screen HD LED TV with remote control and wall mount unit / floor stand of "Samsung " Make	2	No.	In CCTV control room
8	2 KVA online UPS with min battery Backup of 1/2 hrs with batteries ' Numeric ' Make	1	No.	In CCTV control room
9	12 U Wall mounted Rack	1	No.	In CCTV control room

I D G Set

S.No	Item	Qty	Unit	Location
1	DG Set capacity 200 KVA	01	No.	in Building