

Government of Maharashtra

Sanjay Gandhi National Park, Mumbai, Maharashtra, India

Appointment of Consultant for Ecotourism Project, SGNP

Request For Proposals (e-RFP)

for appointment of Consultant(s) for developing

Sanjay Gandhi National Park, Mumbai as a World Class Eco-tourism destination

The Sanjay Gandhi National Park (SGNP), Mumbai request for proposals for appointment of Consultant(s) as per the following details:

1	E-tendering Portal	www.mahatenders.gov.in
2	Tender No.	SGNP Global Tender 1/3/RFP/ 2016-17
3	Division	Sanjay Gandhi National Park, Borivali , Mumbai
4	Name of Tender	The Sanjay Gandhi National Park (SGNP), Mumbai invites 'Request for Proposals' from eligible reputed Consultancy firms/ Companies and Consortiums for appointment of Consultant(s) preferably with global area of operations (Indian or foreign origin- in India or abroad) and having extensive experience and expertise in the field of Eco-tourism destination development for preparation of a Detailed Project Report (DPR) that will include concept plans, designs and detailed estimates of the tasks given in the TOR and providing assistance in subsequent stages of preparation and evaluation of tender documents for execution of approved eco-tourism works and in supervising their implementation and certification after completion of the works thereby developing Sanjay Gandhi National Park, Mumbai as a World class, State of the art Eco-tourism destination.
5	Contact Details	Chief Conservator of Forests & Director, Sanjay Gandhi National Park, Borivali, Mumbai- 400066 Tel:022-28860362 Fax:022-28864567 Web site- www.mahaforest.nic.in Email- sgnpmumbai@gmail.com www.sgnp.maharashtra.gov.in

6	Important Dates	Milestone	From date/time	To date /time
		Bid document download	05-09-2016 1100 Hrs.	19-10-2016 1700 Hrs.
		Pre-bid meeting	14-09-2016 1100 Hrs.	
		Last date of Online submission	05-09-2016 1100 Hrs.	19-10-2016 1700 Hrs.
		Opening Date	24-10-2016 1100 Hrs.	

The e-RFP can be downloaded from www.mahatenders.gov.in

(Vikas Gupta)

Chief Conservator of Forests & Director,

Sanjay Gandhi National Park,

Borivali, Mumbai.

Date: 02-09-2016

Place: Mumbai

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CHAPTER - 1

DETAILED NOTICE FOR INVITING e-REQUEST FOR PROPOSAL

The Sanjay Gandhi National Park, Mumbai (SGNP) is a unique protected area; an urban wilderness spread over 103 sq. km. and located right within the municipal limits of Mumbai. This City forest is remarkable because of its location and rich biodiversity. Home to over a staggering 1300 plant species, more than 274 species of birds, 35 species of mammals, 78 species of reptiles and amphibians and 170 species of butterflies, SGNP is actually a treasure trove of immense natural beauty and biodiversity. Besides, the forests of SGNP and its surrounding forests are vital catchments as they supply drinking water to the city of Mumbai. The geo-coordinates of SGNP are Longitude 72⁰ 51' 49" E to 72⁰ 58' 32" E and Latitude 19⁰ 08' 20" to 19⁰ 20' 44" N. The SGNP attracts an annual footfall of 8-10 lakh visitors. This unique wilderness has a tremendous potential to become a world class eco-tourism destination.

To enhance the visitor's experience, it is proposed to invite 'Request for Proposals' (RFP) as per the following details:

Maharashtra Government e-Tendering Portal: (www.mahatenders.gov.in)

Digitally signed and unconditional online Tenders in Appendix H (Lump Sum Basis) are invited by the Office of the CCF & Director, Sanjay Gandhi National Park (SGNP), Borivali, Mumbai - 400 066, from the eligible tenderers fulfilling conditions of the tender:

S r . N o	Name of work	Earnest Money Deposit Money (In Rs.)	Time Period
1	<p>The Sanjay Gandhi National Park (SGNP), Mumbai invites 'Request for Proposals' from eligible reputed Consultancy firms/ Companies and Consortiums for appointment of a Consultant preferably with global area of operations (Indian or foreign origin- in India or abroad) and having extensive experience and expertise in the field of Eco-tourism destination development for preparation of a Detailed Project Report (DPR) that will include concept plans, designs and detailed estimates of the tasks given in the TOR and providing assistance in subsequent stages of preparation and evaluation of tender documents for execution of approved eco-tourism works and in supervising their implementation and certification after completion of the works thereby developing Sanjay Gandhi National Park, Mumbai as a World class, State of the art Eco-tourism destination. The proposed concepts should be in consonance with the provisions of Indian Forest Act 1927, Wildlife (Protection) Act 1972, Forest Conservation Act 1980, The Water (Prevention and Control of Pollution) Act of 1974 and Amendment 1988, The Environment (Protection) Act of 1986, Biodiversity Act 2000 and Rules pertaining to these Acts in vogue and issued from time to time. Principals, Concepts and norms laid down by the National Forest Policy 1988, National Wildlife Action Plan, National Forestry Action Programme 1999, Maharashtra state Eco-tourism Policy, Wetland Convention 1975. The concept shall also be in consonance with GSTC norms and the principals, concepts and norms elaborated in various World Ecotourism Conferences and Summits.</p>	1 lakh	2 Yrs 7 Months

The tenders will be received online on above-mentioned official e-Tendering portal and will be opened on scheduled date and time as given below.

Sr. No.	Tender Schedule	Bidder Schedule	Start Date & Time	End Date & Time
1.	Tender Authorization and Publishing	-----	02-09-2016 1500 Hrs.	
2.	-----	Tender Document Download	05-09-2016 1100 Hrs.	19-10-2016 1700 Hrs.
3.		Pre-bid Meeting	14-09-2016 1100 Hrs.	
4.	-----	Bid Preparation and Submission		
5.	Tender Closing	-----	19-10-2016 1700 Hrs.	
6.	-----	Online Control Transfer of Bid		
7.	Opening Envelope A – Tender Fees, EMD	-----	24-10-2016 1100 Hrs.	24-10-2016 1300 Hrs.
8.	Opening Envelope B – Technical Bid	-----	26-10-2016 1100 Hrs.	26-10-2016 1500 Hrs.
9.	Opening Envelope C – Financial Bid	Date and Time will be intimated online	07-11-2016 1100 Hrs.	07-11-2016 1700 Hrs.

1. Tenderers should have valid appropriate class Digital Signature Certificate (DSC) obtained from any Certifying Authorities. In case of foreign agencies they will follow the usual international protocol applicable in their country of origin and also seek help, if required, from the Indian Portal mentioned above.
2. Tenderers who are participating in e-tendering for the first time shall have to obtain User ID & password from the portal.(www.mahatenders.gov.in)
3. The competent authority reserves the right to reject any or all of the offers, without assigning any reason thereof. The Competent Authority also reserves the right to call off the Tendering Process at any stage, if it feels so in the interest of the Government. The Competent Authority also reserves the right of altering, changing, or modification of any condition in the RFP during the course of the Tendering Process through issuance of Corrigendum on the Tendering Site.
4. The tenders shall be received online on above mentioned Maharashtra government official e-Tendering portal.(www.mahatenders.gov.in)

5. The validity period of the proposal shall be One Twenty Days(120 Days) from the date of opening of the financial bid of the e-tender.
6. In case the tender evaluation committee feels so, the lowest tenderer will have to submit the rate analysis of all major items.
7. A statement showing names of Partners, Directors, etc. of the firm with complete address of each should be uploaded to above mentioned official e-tendering portal and an authorized person on behalf of the firm should sign the e-tender using digital signature certificate.
8. The acceptance of tender will be intimated by email or otherwise, by the competent authority to the tenderer, which shall be deemed to be an intimation by the Authority Competent to accept the tender.
9. The lowest tenderer shall be equally responsible for completing the work as per specifications and if any decision of consumer/any Hon. Court is received regarding quality of work then the judicial decision will be binding on the contractor/consultant for rectification.
10. Bidder/Tendering Agency shall submit self-certification on financial capacity of the firm. The CCF and Director reserve the right to request for additional documentation from the bidder/ tenderer, if required, to satisfy himself.
11. If there is any amendment in the tender, the same shall be published on the following official e-Tender portals / website :
e-Tender Portal: www.mahatenders.gov.in
MFD Website: www.mahaforest.nic.in
SGNP Website: www.sgnp.maharashtra.gov.in
12. The bidder should visit the site prior to submission of tender and ascertain the local site condition, working restrictions, obstructions, conditions in tender document regarding necessary approvals, The selected bidder/ tendering agency will be reimbursed all such expenses likely to be incurred towards the NOC's/ approvals/ permissions on production of official receipts.
- 13 Pre-Bid meeting will be arranged on **14-09-2016 at 1100 hrs.** in the office of CCF & Director SGNP, Borivali East, Mumbai.
- 14 In case of any queries, Bidders may contact Maharashtra government e-tendering service desk at www.mahatenders.gov.in on any working day.
- 15 The appointed Consultant is not eligible to participate/ bid in the subsequent tendering process for implementation/ execution of various tasks as mentioned in the TOR in Appendix I.
- 16 Contact Help Desk- www.mahatenders.gov.in; in case of any queries related to uploading of tender documents
Help Desk- Toll Free 1800 3070 2232

Mobile no. +91-7878007972 and
+91-7878007973

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CHAPTER–2 INSTRUCTIONS TO TENDERERS

2.1 Application for RFP documents:

The Tenderers can download documents from link below.

www.mahatenders.gov.in

During submission the Tenderer shall pay Rs. 10,000/- as a tender fee. The relevant details are as under:

Important-The Tenderers shall deposit their tender fees online on the www.mahatenders.gov.in Web Portal

2.2 Details of Earnest Money:

The Earnest Money Deposit (EMD) for this work will be Rs. 1,00,000/(Rupees One Lac Only) and it shall have to be paid by way of electronic transfer. The relevant details are as under:

Important -The Tenderers shall deposit their Earnest Money Deposit online on the www.mahatenders.gov.in Web Portal

Interested Tenderers shall upload scanned copy of the receipt of the EMD paid during RFP preparation. RFP with no Earnest money deposit shall be summarily rejected. The earnest money of unsuccessful Tenderers will be refunded on application after intimation regarding rejection sent to them or on expiry of validity period whichever is earlier. In case of successful Tenderer, the amount of the Earnest money may be transferred towards part of the to be paid after the award of the work.

2.3 Details of Security Deposit:

The successful Tenderer shall have to pay 5% of total estimated cost of consultancy services as Security deposit. 2.5% is to be paid, within 10 days of receipt of Letter of Acceptance (LOA) or before the signing of the agreement whichever is earlier and shall be paid by Pay Order/Demand Draft payable to “SGNP” drawn on any branch of State Bank of India or any Nationalized Bank in Mumbai or by e-transfer. The successful Tenderer may also submit a Bank Guarantee. The balance 2.5% will be deducted from Running Account Bill. This will be refundable after completion of the work and completion of final deliverable that is the Detailed Project Report (DPR) including concepts, drawings, and financials, without interest, if the performance of consultancy services is satisfactory. Otherwise this will be forfeited against the administrative expenditure made by the CCF & Director, SGNP and to settle any claim etc. raised against the Consultant. The will be forfeited if the Consultant terminates his/her agreement before expiry and CCF & Director, SGNP reserves the right to give the same work to any other tenderer by entering into fresh agreement on

the terms and conditions prescribed by him. The Consultant if, fails to pay the , within the prescribed period shall loose his claim for the work and SGNP shall forfeit the Earnest Money Deposit and allot work to any other Tenderer.

2.4 Pre-Qualification and Eligibility Criteria

- a) Request for Proposals are invited from eligible reputed Consultancy firms/ Companies and Consortiums for appointment of Consultant(s) preferably with global area of operations and having extensive experience and expertise in the field of Eco-tourism destination development for preparation of a Detailed Project Report (DPR) that will include concept plans, designs and detailed estimates of the tasks given in the TOR as per Appendix A and providing assistance in subsequent stages of preparation and evaluation of tender documents for execution of approved eco-tourism works and in supervising their implementation and certification after completion of the works thereby developing Sanjay Gandhi National Park, Mumbai as a World class, State of the art Eco-tourism destination.
- b) The Lead Company of a consortium or any individual Consulting Firm should have been incorporated for at least 8 Years. In case of Consortium, the lead partner in a consortium and any individual consulting firm must have a past experience of minimum five years of executing Ecotourism Projects or projects of relevant nature with at least three project worth Rs. 100 crores each. International/global experience of the relevant period (i.e. Projects executed in a foreign country other than the country of its origin) will be given weightage as indicated in Para 3.4 while evaluating the bids technically. The arrangements and mechanism within the consortium are the prerogative of the Consortium and its internal affair. The CCF and Director will ensure that the Consortium is qualified as per TOR of this RFP and is supported by a Registered Consortium Agreement.
- c) The proposed concepts should be in consonance with the provisions of Indian Forest Act 1927, Wildlife (Protection) Act 1972, Forest Conservation Act 1980, The Water (Prevention and Control of Pollution) Act of 1974 and Amendment 1988, Environment (Protection) Act of 1986, Biodiversity Act 2000 and Rules pertaining to these Acts in vogue and issued from time to time. Principals, Concepts and norms laid down by the National Forest Policy 1988, National Wildlife Action Plan, National Forestry Action Programme,1999,Maharashtra state Eco-tourism Policy, Wetland convention 1975.The concept shall also be in consonance with GSTC norms and the principals, concepts and norms elaborated in various World Ecotourism Conferences and Summits.

- d) The Tenderer must have a minimum working experience of five years and expertise in the field of preparing Detailed Project Reports (DPR) of eco-tourism projects or projects of relevant nature of various sizes, complexity, technical speciality in India or within their country of operation and should be able to deliver a complete DPR package for developing Sanjay Gandhi National Park as a World Class, State of the Art eco-tourism destination. The Tenderers having global exposure and past experience in development of DPR of an Eco-tourism project at the international level will be given preference.
- e) The Tenderer shall have at least 9 key personnel who are experts in the field of providing services/preparing DPR and allied services for Ecotourism Destination Development Solutions. The bidder should clearly indicate in the RFP about lead person who should possess the requisite experience and qualifications of delivering the services with up-to-date technical specification in time and as described by the Government.

Desirable Conditions:

- f) It is desirable that the Tenderer / Bidder be a member of 'Global Sustainable Tourism Council' (GSTC) and should prepare the Detailed Project Report (DPR) encompassing Concept Plan, drawings and financial' compliant with the Criteria and Indicators as specified on www.gstcouncil.org. Following are the highlights of criteria and indicators:
- i. Demonstrate effective sustainable management.
 - ii. Maximise economic benefits to host community and minimise negative impacts
 - iii. Maximise benefits to communities, visitors and culture: minimise negative impacts
 - iv. Maximise benefits to environment and minimise negative impacts
- g) It will be desirable if the Tenderer is either a member, signatory to an agreement and have Operations in consonance with various provisions given below:
- i. Certification as per Sustainable Stewardship Council
 - ii. Membership International Ecotourism Society
 - iii. VISIT Standards for European Tendering Agencies and Sustainable Tourism Certification Network of Americas in case of European and

- American applicants.
- iv. ISO 9000 Certifying Quality Management Systems and ISO 14001 for Environmental Management Systems.
- v. Certifications from Eco-label Programs.
- vi. Benchmarking Programs of various Eco-tourism Initiatives
- vii. Region Specific Certification Programme for the country to which the applicant belongs
- h) It is desirable that the Operational Mechanism of the Tenderers should also be in consonance and accordance with
 - i. Agenda 21 Guidelines in this respect.
 - ii. Guidelines “World Ecotourism Summit, Accordance with Guidelines of Financing Sustainable Tourism Conference 2002.
 - iii. Guidelines of Financing Sustainable Tourism Conference 2002.
- i) The Tenderer should have adequate exposure with the Modern Tools and Technology like Remote Sensing, Geographical Information System, Wildlife Management and Forestry widely applicable in the field of Ecotourism. The team Members or one of the members should have technical qualification in all the above mentioned fields.

2.5 Documents to be submitted by the Tenderer (Digitally Signed):

- i. Profile of the Tenderer
- ii. A written document outlining the Vision and Conceptual Overview regarding the works proposed as per TOR at Appendix A.
- iii. Documents in brief describing the Completed Projects (in last 3 Years) including their costs.
- iv. Letters of Experience from clients for whom the works have been done and completed in time
- v. List and brief description of Projects in hand
- vi. List of various projects completed in total (before 3 years period), if any.
- vii. Resume of Key Persons and addresses.
Certificate of Incorporation in case of companies and registered agreement copies in case of Consortiums.
- viii. Documentary proof of being registered with international tourism and eco-tourism institutions and agreements amongst the ones mentioned in (2.4e, 2.4f and 2.4g) in this document.
- ix. Documents pertaining to and in accordance to Financial Protocols of the respective home countries of the applicants.

- x. Undertaking pertaining to and in accordance with various international protocols required to work or execute projects abroad (in this case India)
- xi. Documentary evidence of financial strength of the organisations.
- xii. Document showing accordance with taxes related protocols of the home country of the applicants and readiness to pay, any taxes which might be levied in India, as per law, rules and regulations in vogue.
- xiii. All the Forms from 'A' to 'E' shall be on the Letter Head of the Tenderer manually and digitally signed. Appendix A to G will be duly signed manually and digitally by the tenderer. The Appendix H will go in Envelope C on the Tenderer Letter head and duly signed manually and digitally. All these will be included/uploaded in the Technical Bid e-Envelope B. But Appendix H will be included/ uploaded in the e-Envelope C

2.6 Validity of Offer:

The offer remains valid for One Twenty Days (120) from the date of submission of RFP. During this period no Tenderer shall be allowed to withdraw his offer.

2.7 Right to Accept/Reject

Mere submission of proposal will not confer to Tenderers any right for receiving or carrying out the tendered job. The CCF & Director Sanjay Gandhi National Park, reserves the right to accept/reject one or all proposals or stop the process of approval at any stage, at its sole discretion without assigning any reasons and shall bear no liability whatsoever consequent upon such a decision.

2.8 Initials on Documents

All pages of RFP documents accompanying offer shall be initialled at the lower left hand corner and signed wherever required in the documents by the Tenderer or his authorized representative. All corrections, interpolations or erasing in the offer shall be attested by the Tenderer or his authorized representative. None of the pages of the RFP documents shall be removed or replaced.

2.9 Revision or Amendment in RFP Document:

The CCF and Director, SGNP, may omit or suspend certain items of work, revise or amend the RFP document before submission. Such revisions or amendments or extension, if any, shall be communicated to all concerned by fax/Hand delivery /by Registered Post/ telephonically/ by e-mail.

2.10 Summary Rejection of offer:

The offers not accompanied with Earnest Money shall be summarily rejected. Similarly, if the Tenderer proposes any alteration in or additions to the prescribed form of RFP document or declines to carry out any work mentioned in the said document, his/ her bid is liable to be rejected.

2.11 Successful Tenderer

The successful Tenderer will have to sign an agreement with the CCF and Director, SGNP. The necessary stamp fees, etc. required for completing the agreement will have to be borne by the Tenderer.

2.12 Visits to Site of Work

The Tenderers are requested to visit the proposed site of the work and acquaint themselves with the site conditions regarding layout, constraints and all other matters affecting the work before submitting their offer. Submission of an offer by an Tenderer implies that he/she has read these instructions and has made himself/herself aware of the scope of the work, conditions of contract and Chief Conservator and Forests and Director, SGNP will not, therefore, pay any compensation on any of this account. In case the Tenderer later realises that he/she has misjudged the site conditions or specifications and intends to or backs out then he/she will be solely responsible for this and will not be liable to be paid any compensation, whatsoever by the CCF and Director, SGNP. The successful Tenderer (who will be hired) shall make detailed visits and site inspections so as to prepare and provide a 'Detailed Project Report (DPR).

CHAPTER–3
GUIDELINES TO TENDERERS

3.0 GUIDELINES FOR SUBMISSION OF E-RFP

3.1 Accordance with Procedure

The Tenderers shall follow the instructions on the e-tendering portal for submission of e-RFP.

3.2 Submission of RFP

The RFP shall be submitted online on the e-tendering portal in ‘3 electronic envelopes system’ within prescribed schedule.

3.2.1 e-Envelope-A

The Tenderers shall upload scanned copies in PDF format (Clearly Readable Resolution) of the following:

- a) A Covering Letter on the Tenderer’s Company Letterhead
- b) Receipt of e-RFP purchase of Rs. 10,000/-
- c) Receipt of Earnest Money Deposit (EMD) of Rs.1,00,000/- (Rs. One Lacs Only)
- d) A solvency certificate for minimum 2.5 % of total estimated cost of consultancy services from the Collector of the District within which the Tenderer resides or a banker’s/ Chartered Accountants certificate/ Any such certificate as applicable in the country to which the Tenderer’s Company belongs - of the Tenderer’s financial stability and financial capability to carry out the said work. (In case of Foreign Nationals; from the Competent Authority in their respective countries).
- e) Documentary evidence/ certificates related to Pre qualifications and eligibility criteria as mentioned in Para 2.4 of Chapter 2.

3.2.2 e-Envelope–B (Technical Offer)

The Tenderers shall upload scanned copies of the following along with the RFP:

1. All the details to be submitted by the Tenderers as mentioned *in Chapter-7* All the Forms from ‘A’ to ‘E’ shall be on the Letter Head of the Tenderer manually and digitally signed. Appendix A to G will be duly signed manually and digitally by the tenderer. The Appendix H will go in Envelope C on the Tenderer Letter head and duly signed manually and digitally. All these will be included / uploaded in the Technical Bid e-Envelope B. But Appendix H will

be included / uploaded in the e-Envelope C (*Para 2.5 Chapter 2.*)

2. A Forwarding letter clearly indicating documents attached with the RFP with table of contents, page nos. etc. All documents should be certified for their authenticity
3. A short description regarding the methodology that the Tenderer proposes for this work, including the type of tools and plants, if any, required and schedule of works showing the average out-turn per month and working programme.
4. The Tenderer shall give an undertaking in writing that if awarded this work, he/she shall produce to the full satisfaction of the Officer-in-charge of SGNP before starting of work, the certificate of having registered with the Assistant Commissioner of Labour as required under contract labour (Regulations & abolition) Rules 1970.

3.2.3 e-Envelope C (Financial bid)

- a) Tenderer shall quote his offer Lump sum at the prescribed space in e-Envelope C as per Appendix- H.
- b) Upload the Digitally Signed copy of tender document.

3.3 Procedure for RFP opening

- a) The Contents of e-Envelope A will be scrutinized, decrypted and only those tenderers who have fulfilled the requirements as specified in the e-Envelope A shall be eligible and their e-Envelope B will be opened by the Tender Selection Committee. The offer received without Earnest money and/or documentation as specified for e-Envelope- A, will be summarily rejected.
The eligible offers received will be scrutinized by the committee constituted by the Government.
- b) The contents of e-Envelope B, after decrypting, will be scrutinized and only those tenderers who have fulfilled the requirements shall be eligible for the opening of e-Envelope C. The result of the decrypting of e-Envelope B shall be available on the e-tendering portal.
- c) During decrypting of e-Envelope C, the Tenderers may remain present in the office of the tender decrypting authority at the time of decrypting of financial bids. However, the results of the financial bids of all bidders shall be available on the e-Tendering portal immediately after completion of the decrypting process.

3.4 Criteria and the point system for the evaluation of Technical Proposals

Sr. No.	Criteria	Sub-criteria	Points
1	Conceptual Overview for DPR for each work component	<ul style="list-style-type: none"> -Whether the Concept is Innovative and new? -Whether the concept preserves natural and cultural values of the site? -Whether the concept gives SGNP a competitive advantage over other eco-tourism destinations? -Whether the concept enhances the image of SGNP as a world class eco-tourism destination amongst the tourists? -Whether the concept is commercially viable and self-sustainable? 	50
2.	Proponent's Profile & Experience	<ul style="list-style-type: none"> -Profile of the Proponent - Completed Relevant Projects in Last 3 Years (with completion certificates of clients) - Total relevant Projects preceding 3 years (with Completion Certificate from Clients)- Relevant Projects currently in hand (with Letter of Award from Clients) -Relevant projects completed or in hand abroad 	20
3	Key Project Personnel with the specified qualification and experience (Competency and capacity in relevant fields)	No. of Key persons matching the qualification and criteria list	10
4	Financial soundness	Financial Documentation & capacity to deliver the concept proposal	10

5	Documentary proof of being registered with international tourism and eco-tourism institutions and agreements	No. of International Organisations _____ No. of agreements _____ No. of Rewards/ Awards	05
6	Certificates/ Agreements/Awards pertaining to in accordance with various international protocols required to work or execute projects abroad (in this case India) In case of Indian Origin Applicant Firm protocols as per Government of India.		05
Total Maximum Marks			100
Associated Table of Ranking to elaborate the Broad Level Ranking System Given above.			

**Criteria and Detailed Point System for Evaluation of Technical Bid
(Reference Document)**

Sr. No.	Criteria	Sub-criteria	Ranking	Maximum Points
1	Conceptual Overview for DPR for each work component	Whether the Concept is Innovative and new?	Very Satisfactory- 10 Satisfactory- 7 Moderately Satisfactory- 4 Unsatisfactory-below 4	10
		Whether the concept preserves natural and cultural values of the site?	Very Satisfactory- 10 Satisfactory- 7 Moderately Satisfactory- 4 Unsatisfactory-below 4	10
		Whether the concept gives SGNP a competitive advantage over other eco-tourism destinations?	Very Satisfactory- 10 Satisfactory- 7 Moderately Satisfactory- 4 Unsatisfactory-below 4	10
		Whether the concept enhances the image of SGNP as a world class eco-tourism destination amongst the tourists?	Very Satisfactory- 10 Satisfactory- 7 Moderately Satisfactory- 4 Unsatisfactory-below 4	10
		Whether the concept is commercially viable and self-sustainable?	Very Satisfactory- 10 Satisfactory- 7 Moderately Satisfactory- 4 Unsatisfactory-below 4	10
			Total	50

2	Proponent's Profile & Experience	Certificate of Incorporation in case of companies and agreement copies in case of Consortiums, Registration in case of Organisations and Certification from Institutions	Certificate Enclosed-2 Certificate not Enclosed-0	2
		Profile of the Proponent (Organisational Structure, Administration and Management)	Very Satisfactory- 5 Satisfactory- 4 Moderately Satisfactory- 3 Unsatisfactory- below 3	5
		Completed Relevant Projects in Last 3 Years (with completion certificates of clients)	Total 4 Projects- 4 Total 3 Projects- 3 , Total 2 Projects- 2 , One Project- 1	4
		Total relevant Projects preceding 3 years(with Completion Certificate from Clients)	2 Projects Completed in preceding - 2 , One Project Completed- 1 , No project handled - 0 -	2
		Relevant Projects currently in hand (with Letter of Award from Clients)	Above 3 no. of Projects- 4 , 3 No of Projects- 3 , 2 No. of Project- 2 , 1 No. of Project - 1 , No Project- 0	4
		Relevant projects completed or in hand abroad (outside the country of origin)	At least 1 project abroad- 3 , No Projects abroad- 0	3
			Total	20

3	Key Project Personnel with the specified qualification and experience (Competency and capacity in relevant fields)	No. of Key persons matching the qualification and criteria list(Resume of Key Persons uploaded)	Nine Key personnel-4, Less than nine Key personnel-0	4
		Specialised Qualifications of Key Persons	Specilised Qualification-2, no specialised qualification-0	2
		Experience of Key Persons(No. of Years)(Aggregated Experience of Key personnel)	Experience more than 3 years-2. experience less than 3 years-1 and No experience-0	2
		Successful Projects handled in relevant disciplines	More that 3 Projects -2, Less than 3 projects-1 and No Project handled-0	2
			Total	10
4	Financial soundness	Financial Documentation & capacity to deliver the concept proposal	Capacity to deliver Concept- Very Satisfactory-3, Satisfactory-2, Moderately Satisfactor-1 Not Satisfactory-0	3
		Documentary evidence of financial strength of the organisations. (Turnover of Last 3 years) (Relevant legal and official documents as per Acts Rules and norms in vogue in the country of origin of the Tenderer)	Turnover Certificate –More than 400 Crores-3, 350- 400 Core-2, 300-350 Core-1 Less than 300 crore-0	3

		Documents showing compliance with Financial Protocols of the respective home countries of the applicants. (Income Tax Clearance Certificate, Sales Tax etc)	All requisites attached as regard Indian Companies or not applicable in case of foreign origin companies which will submit as per their norms in the country of origin- 2 , No requisites or equivalents attached- 0	2
		Document showing compliance with taxes related protocols of the home country of the applicants and readiness to pay, any taxes which might be levied in India, as per law, rules and regulations in vogue, (Service Tax and Professional Tax Registration, PAN and TAN document)	All requisites attached as regard Indian Companies or not applicable in case of foreign origin companies which will submit as per their norms in the country of origin- 2 , No requisites or equivalents attached- 0	2
			Total	10
5	Documentary proof of being registered with / or operating in accordance with norms of international tourism and eco-tourism institutions and agreements amongst the ones mentioned in (FORM E) in this document.	No. of International Organisations of which membership is held	If an undertaking is submitted - 2 If undertaking not submitted - 0	2
		No of Agreements	If an undertaking is submitted - 2 If undertaking not submitted - 0	2

		No. of Rewards	If an undertaking is submitted -1 If undertaking not submitted -0	1
			Total	5
6	Undertaking pertaining to accordance with various international protocols required to work or execute projects abroad (in this case India) In case of Indian Origin Applicant Firm protocols as per Government of India(with reference Para 2.4(c) or protocols of country of origin)		International Protocol Undertaking Submitted-5 Not Submitted 0	5
			Total	5
			Grand Total	100

3.4.1 Evaluation of Technical Proposal

The 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 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. The technical strength of the Tenderer is evaluated after combining the marks scored as per the Evaluation Criteria. The minimum qualifying score shall be 65%. Qualified Tenderers shall be given an opportunity to make a Power point Presentation before the Evaluation Committee and shall be informed about the date, time and location separately.

After the technical evaluation is completed, the SGNP shall inform the Applicants who have submitted proposals, of the technical scores obtained by their Technical Proposals, and shall notify those Applicants whose Proposals did not meet the minimum qualifying standards or were considered non responsive to the RFP and TOR.. Their Financial Proposals will be returned unopened after completing the selection process. The CCF and Director shall simultaneously notify the Applicants who have secured the minimum qualifying marks, the date, time and location for decrypting the Financial Proposals. The opening date should allow Applicants sufficient time to make arrangements for attending the

opening. Applicant's attendance at the **decrypting** of financial Proposals is optional.

3.4.2 Decrypting of Financial Proposal

Results of the decrypted 'Financial Proposals' shall be declared in the presence of the tenderers' or their representatives who choose to attend. The name of the tenderers and their technical scores shall be read aloud.

3.5 Evaluation of Financial Proposal:

The Tenderers who secure more than or equal to 65% marks in the Technical Proposal shall only qualify for consideration of decrypting of financial proposal. Financial Proposals of all qualifying Tenderers will be decrypted. The score on price quote will be calculated in the following manner:

The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 marks. The financial scores of other proposals will be calculated as per the formula given below:-

$$Sf = 100 \times Fm / F$$

in which

Sf is Financial Score,

Fm is the lowest Price, and

F is the Price of the Financial Proposal under consideration.

Total score will be worked out by adding the weighted marks on technical and financial proposals.

Weightage to each of the aforementioned proposals would be as under:

a)	Technical Proposal including presentation	70%
b)	Financial Proposal	30%
	TOTAL	100%

Combined and Final Evaluation

The Tenderer scoring highest weighted score will be considered for award of work. The lowest Evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points.

Combined weighted score (Sc) will be calculated by using following formula-

St = Technical Score

Sf = Financial Score

Sc = The Combined Score will be calculated by assigning 70% weightage to Technical Score (T) & 30% weightage to Financial Score (P)

Therefore **Sc = St x T% + Sf x P%.**

The selected tenderer shall be the first ranked having the highest combined score.

3.6 Minimum Qualifications for the Key Experts

The consultancy group is expected to provide at least 9 dedicated experts in their fields. A Project Manager and personnel he might require for assistance will be stationed and based in the office of the CCF & Director SGNP as given in TOR. However all the 9 Key Experts shall be made available on continuous basis till the submission and approval of DPR and thereafter as and when required by the Authorised Representative of CCF and Director, SGNP, Boriwali in the tendering / implementation / certification phase.

3.7 Conditional Offer

Conditional offer shall not be accepted. Documents submitted with RFP shall not be returned to the Tenderer. The CCF and Director SGNP reserves the right to ask for hard copies or originals as required.

3.8 Rejection of Bid

The right to reject all or any of the offers without assigning any reason, whatsoever, is reserved with the Competent Authority.

3.9 Competent Authority

The Principal Chief Conservator of Forests (Wildlife) Maharashtra shall be the competent Authority.

3.10 Agreement

The Tenderer shall have to enter into an agreement as per proforma enclosed on the receipt of acceptance of the offer and shall abide by all the rules and regulations embodied therein and pay the performance as shown in the schedule, failing which the CCF and Director SGNP shall be entitled to forfeit the full amount of earnest money deposited by the Tenderer. The CCF and Director, SGNP reserves the right to amend the draft agreement as may be required in larger public interest.

3.11 Working Method

1. The successful Tenderer shall have to work in co-ordination and co-operation with other contracting agencies appointed by the SGNP. The decision of the SGNP in case of any dispute between the different agencies appointed by the SGNP shall be final and binding.
2. The detailed notice inviting RFP along with the corrigendum, addendum etc. shall form part of the RFP document.
3. Any charges, fees etc. to be paid to any agency and any approvals required from any agency for carrying out the work shall be obtained by the Consultant at his cost.

3.12 Site Constraints

The tenderers shall familiarize themselves with the site constraints and accordingly fill their offer considering all the hurdles likely to be faced during work.

3.13 Right to Split/Amalgamate the work

The CCF and Director, SGNP reserves the right to split/amalgamate the work and /or change the location if required, into suitable parts and allocate the work in parts to different agencies. Under these circumstances, the amount of shall be proportionately apportioned. The tenderer shall indemnify the CCF and Director, SGNP for this splitting or amalgamate done by him.

3.14 Correction of any computational errors

The Evaluation Committee will correct any computational errors, in case of discrepancy between a partial amount and the total amount, or between words and figures the formers will prevail. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal it will have to be clarified in writing by the Applicants.

The 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 in this respect.

3.15 Negotiation

- i. The invited successful tenderer will, as a pre-requisite for attendance at the negotiations, confirm availability of all professional staff. Failure in satisfying such requirements may render him liable to be disqualified. Representatives conducting negotiations on behalf of the negotiating tenderer must have written authority to negotiate and conclude a Contract.

Important Note- There shall be no scope for any negotiation related to the Financial Quotes with any of the tenderer including the Tenderer who has quoted the lowest.

- ii. Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan and organization and staffing, and any suggestions made by the successful tenderer to improve the Terms of Reference. The Client and the Applicants will finalize the Terms of reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The CCF and Director shall prepare minutes of negotiations which will be signed by him and the concerned negotiating tenderer.

- iii. The financial negotiations shall include the clarification on the manpower input considered to complete the various activities under the assignment and the Lump sum charges quoted. Prior to contract negotiations, the Consultant shall have to provide assurances to the CCF & Director, SGNP that the Professional staff as required is actually available. SGNP will not consider substitutions about the staff during contract negotiations unless both Parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute in above cases shall have equivalent or better qualifications and experience than the original candidate and the same be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.
- iv. If the negotiation, with the Tenderer who has quoted the lowest quote fails, there will be no further negotiations with any of the tenderers and the process will be called off and Re-tendering will be done.
- v. After completing negotiations, the CCF & Director, SGNP shall award the Contract to the selected tenderer.
- vi. The selected tenderer is expected to commence the assignment on the date and the location as specified.

3.16 No Disclosure of Information

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the tenderers who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue disclosure by the selected tenderer of confidential information related to the process may result in the rejection of its proposal.

CHAPTER-4
GENERAL CONDITIONS OF CONTRACT (GCC)

4.0 General Provisions

4.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Applicable Law" means the laws and any other instruments having the force of law in India;
- b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached together with all the documents listed in Clause 1 of such signed Contract;
- c) "Effective date" means the date on which this contract comes into force and effect pursuant to **clause GCC 4.10.1**;
- d) "Project -in - Charge" any officer designated by the CCF & Director, SGNP (Employer) for the project.
- e) "GCC" means these General Conditions of Contract;
- f) "Government" means the Government of India / Government of Maharashtra.
- g) "Local currency" means the currency of the Indian Government;(INR)
- h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all these entities;
- i) "Party" means the Employer or the Consultants, as the case may be and Parties means both of them;
- j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof.
- k) "SCC" means the Special Conditions of Contract by which these General Conditions of Contract maybe amended or supplemented;
- l) "Services" mean the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto;
- m) "Sub-Consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of **Clause GCC 4.16** and
- n) "Third Party" means any person or entity other than the Government, the Employer, the Consultants or a Sub- Consultant.

4.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Employer and the Consultants. The Consultants, subject to this Contract, have complete charge of personnel and sub-consultants, if any, performing the services and shall be fully responsible for the services performed by them or on their behalf hereunder.

4.3 Law Governing Contract

This Contract means and interprets that the relation between the Parties shall be governed by the Applicable Laws in India.

4.4 Language

This Contract has been executed in the ENGLISH language specified in the SCC **Clause 5.1**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

4.5 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

4.6 Notices

1. Any 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 in person to an authorized representative of the Applicant Party to whom the communication is addressed, or when sent by registered mail, telegram or facsimile to such Party at the address specified in the SCC.
2. Notice will be deemed to be effective as specified in the SCC.
3. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC with respect to Clause GCC

4.7 Location

The Services shall be performed at such locations as are specified in Appendix A (Terms of Reference) hereto and, where the location of a particular task is not so specified, at such locations as the Employer may approve.

4.8 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the CCF & Director, SGNP (Employer) or the Consultants may be taken or executed by the officials specified in the SCC

4.9 Taxes and Duties

Unless otherwise specified in the SCC, the Consultants, Sub-consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

4.10 Commencements, Completion, Modification and Termination of Contract

4.10.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (“The Effective Date”) of the CCF & Director, SGNP’s, (Employer’s) notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

4.10.1.1 Expected period of completion:

The expected period of completion of various activities is given in TOR, in Appendix A.

4.10.1.2 :

An amount equivalent to 5% of the contract value shall be retained at the end of the contract for accuracy of project preparation and necessary assistance to SGNP and the same will be released after the completion and commissioning of contract works.

4.10.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SCC, either Party may, by not less than two (2) weeks’ written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

4.10.3 Commencement of Services

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SCC

4.10.4 Expiration of Contract

Unless terminated earlier pursuant to **Clause GCC 4.10.9** hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SCC.

4.10.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound or be liable for, any statement, representation, promise or agreement not set forth herein.

4.10.6 Modification

Modification of the terms and conditions of this Contract, including any modification 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 made by other Party.

4.10.7 Force Majeure

4.10.7.1 Definition

- a) For the purpose of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, 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 includes, but is not limited to war, riots, civil disorders, 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 agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party(Consultant) or such Party’s Sub-consultants or agents or employees, not (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

4.10.7.2 No Breach of Contract

The failure of a Party(Consultant) to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar 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.

4.10.7.3 Measures to be taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- b) A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than seven (7) days falling the occurrence of such events, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

4.10.7.4 Extension of Time

If time period exceeds for some reasons whatsoever and the Consultant Party was unable to perform such task as a result of Force Majeure, necessary extension may be granted by CCF & Director, SGNP depending on the merits of the case. No separate costs on any account will be paid in the extended period.

4.10.7.5 Consultation

Not later than seven (7) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

4.10.8 Suspension

The Employer may, by written notice of suspension to the Consultant/s, suspend all payments to the Consultant/s hereunder if the Consultant/s fail to perform any of their 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 Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant/s of such notice of suspension.

4.10.9 Termination

4.10.9.1 By the Employer

The Employer(CCF & Director, SGNP) may, by not less than ten (10) days' written notice of termination to the Consultant/s (except in the event listed in paragraph (e) below, for which there shall be a written notice of not less than twenty (20) days, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this **Clause GCC4.10.9.1** terminate this Contract:

- a. If the Consultant / fails to remedy a failure in the performance of their obligations here under, as specified in a notice of suspension pursuant to **Clause GCC 4.10.8** hereinabove, within ten (10) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing;
- b. If the Consultant/s becomes (or, if the Consultants consist of more than one entity, if any of their 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;
- c. If the Consultants submits to the Employer a statement which has material effects on the rights, obligations or interests of the Employer and which the Consultants knows to be false;
- d. If, as the result of Force Majeure, the Consultant/s is/are unable to perform a material portion of the Services for a period of not less than twenty (20) days; or
- e. If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f. If the Consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract with detrimental consequences for the employer, and includes collusive practice among consultants (prior to or after submission of proposals)designed to establish price sat artificial non- competitive levels and to deprive the employer of the benefits of free and open competition.

4.10.9.2 By the Consultants

The Consultants may, by not less than ten (10) days give written notice to the Employer. Such a notice is to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this **Clause GCC 4.10.9.2** to terminate this Contract:

- a. If the Employer fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to **Clause 4.28.0** hereof within forty five (45) days after receiving written notice from the Consultants that such payment will be deemed to be overdue;
- b. If the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within fifteen (15) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Employer of the Consultants' notice specifying such breach;
- c. If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than twenty (20) days; or
- d. If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to **Clause 4.28.0** hereof

4.10.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to **Clause GCC 4.10.2** or **GCC 4.10.9** hereof, or upon expiration of this Contract pursuant to **Clause GCC 4.10.4** hereof, all rights and obligations of the Parties hereunder shall cease, except:

- i. such rights and obligations as may have accrued on the date of termination or expiration;
- ii. the obligation of confidentiality set forth in **Clause GCC 4.12** hereof;
- iii. the Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in **Clause GCC 4.15** (ii) hereof; and
- iv. any right which a Party may have under the Applicable Law.

4.10.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to **Clause GCC 4.10.9.1** or **GCC4.10.9.2** hereof, the Consultants shall, immediately upon dispatch 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 Consultants and equipment and materials furnished by the Employer, the Consultants shall proceed as provided, respectively, by **Clauses GCC 4.18** or **GCC 4.19** hereof.

4.10.9.5 Payment upon Termination

Upon termination of this Contract pursuant to **Clause GCC 4.10.9.1** or **GCC 4.10.9.2** hereof, the Employer shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Employer).

- a. Remuneration pursuant to **Clause GCC 4.26.0** hereof of Services satisfactorily performed prior to the effective date of termination.
- b. Reimbursable expenditures pursuant to **Clause GCC 4.26.0** hereof for expenditures actually incurred prior to the effective date of termination; and
- c. Except in the case of termination pursuant to paragraphs (a) through (d) of **Clause GCC 4.10.9.1** hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.

4.10.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (c) of **Clause GCC Clause GCC 4.10.9.1** or **GCC 4.10.9.2** hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to dispute settlement pursuant to **Clause GCC4.28.0** hereof.

4.11 Obligations of the Consultants

4.11.1 General

4.11.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with general accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub-consultants or Third Parties.

4.11.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as the Personnel of the Consultants and any Sub-consultants, comply with the Applicable Law.

4.11.2 Conflict of Interests

4.11.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to **Clause GCC 4.26.0** hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to **Clause GCC 4.11.2.2** hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub-consultants as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

4.11.2.2 Consultants and Affiliates not to engage in Certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and any entity affiliated with such Sub-consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

4.11.2.3 Prohibition of Conflicting Activities

The Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities :

- a. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and
- b. after the termination of this Contract, such other activities as may be specified in the SCC.

4.12 Confidentiality

The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Employer's business or operations without the prior written consent of the Employer.

4.13 Liability of the Consultants

Subject to additional provisions, if any, set forth in the SCC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

4.14 Insurance to be taken out by the Consultants

The Consultants (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SCC, and (ii) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

4.15 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred in the SCC); (ii) shall permit the Employer or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer.

4.16 Consultants' Actions Requiring Employer's Prior Approval

The following shall obtain the Employer's approval in writing before taking any of the following actions:

- a. appointing such members of the Personnel as are listed in Appendix C (Key Man Power")
- b. entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Employer prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract; and
- c. any other action that may be specified in the SCC.

4.17 Reporting Obligations

The Consultants shall submit to the Employer the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

4.18 Documents Prepared by the Consultants to be the Property of the Employer

All The Detailed Project Report (DPR) including plans, drawings, specifications, designs, estimates reports, other documents and software prepared by the Consultants for the Employer under this Contract shall become and remain the property of the Employer, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Consultants may retain copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

4.19 Equipment and Materials Furnished by the Employer

Equipment and materials made available to the Consultants by the Employer, or purchased by the Consultants with funds provided by the Employer, shall be property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Employer an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Employer's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Employer in writing, shall insure them at the expense of the Employer in an amount equal to their full replacement value.

4.20 Consultants' Personnel and Sub-consultants

4.20.1 General

The Consultants shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the Services.

4.20.2 Description of Personnel

- a. The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the employers his / her name is listed as well.
- b. If required to comply with the provisions of **Clause GCC 4.11.1.1** hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Employer, provided (i) that such adjustments shall not alter the originally estimated period of engagement of 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 **Clause GCC 4.26.1 (b)** of this Contract. Any other such adjustments shall not be made without the Employer's written approval.

- c. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Employer and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause **GCC 4.26.1 (b)** of this Contract.

4.21 Approval of Personnel

The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C will hereby be approved by the Employer. In respect of other Key Personnel which the Consultants proposes to use in carrying out of the Services, the Consultants shall submit to the employer for review and approval a copy of their biographical data and (in the case of Key personnel to be used within the country of the Government). If the Employer does not object in writing (stating the reasons of the objection) within twelve (12) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such Key Personnel shall be deemed to have been approved by the Employer.

4.22 Working Hours, Overtime, Leave etc.

- a. Working hours and holidays for Key Personnel are set forth in Appendix C hereto. To account for travel time, foreign Personnel 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 (or after their departure from).
- b. The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultants remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix.
- c. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.23 Removal and /or Replacement of Personnel

(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Employer's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Employer. Except as the Employer may otherwise agree, (i) the Consultants 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 personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.24 Resident Project Manager

The Consultant shall ensure that all times during the Consultants' performance of the Services in India a resident project manager, acceptable to the Employer, shall take charge of the performance of such Services.

4.25 Obligations of the Employer

4.25.1 Assistance and Exemptions

Unless otherwise specified in the SCC, the Employer shall use its best efforts to ensure that the SGNP shall:

- a. assist the Consultants, Sub-consultants and Personnel with such documents as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services.
- b. (b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry documents required for their stay in India.
- c. Not valid for this contract

- d. issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- e. assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- f. grant to the Consultants, any Sub-consultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into Government's country reasonable amounts of foreign currency for the purpose of the services or for the personnel use of the personnel and their dependents and of withdrawing any such amounts as may be earned therein by the personnel in the execution of the services ; and
- g. provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SCC.

4.25.2 Access to Land

The Employer warrants that the Consultants shall have, free of charge, unimpeded access to all land in the country in respect of which access is required for the performance of the Services. The Employer will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-consultant or the Personnel of either of them.

4.25.3 Changes in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increase or decreases the cost or reimbursable expenses incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in **Clause GCC 4.26.1 (b)**.

4.25.4 Services, Facilities and Property of the Employer

The Employer shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix E, provided that if such services, facilities and property shall not be made

available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to **Clause GCC 4.26.1 (c)** hereinafter.

4.25.5 Payment

In consideration of the Services performed by the Consultants under this Contract, the Employer shall make to the Consultants such payments and in such manner as is provided by **Clause GCC 4.26.0** of this Contract.

4.25.6 Counterpart Personnel

If so provided in Appendix E hereto, the Employer shall make available to the Consultants, as and when provided in such Appendix E, and free of charge, such counterpart personnel to be selected by the Employer, with the Consultants' advice, as shall be specified in such Appendix E. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to him by the Consultants, which is consistent with the position occupied by such member, the Consultants may request the replacement of such member, and the Employer shall not unreasonably refuse to act upon such request.

4.26.0 Payments to the Consultants

4.26.1 Cost Estimates: Ceiling Amount

- a. An estimation of the cost of the Services payable in local currency is set forth in Appendix D.
- b. Except as may be otherwise agreed under **Clause GCC 4.10.6** and subject to **Clause GCC 4.26.1 (c)**, payments under this Contract shall not exceed the ceilings in local currency specified in the SC. The Consultants shall notify the Employer as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.
- c. Notwithstanding **Clause GCC 4.26.1 (b)** hereof, if pursuant to **Clauses GCC 4.25.3, 4.25.4 or 4.25.6** hereof, the Parties shall agree that additional payments in local currency shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in **Clause GCC 4.26.1(a)** above, the ceiling or ceilings, as the case may be,

set forth in **Clause GCC 4.26.1 (b)** above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

4.26.2 Remuneration and Reimbursable Expenditures

- a. Subject to the ceilings specified in **Clause GCC 4.26.1 (b)** hereof, the Employer shall pay to the Consultants (i) remuneration as set forth in **Clause GCC 4.26.2 (b)**, and (ii) reimbursable expenditure as set forth in **Clause GCC 4.26.2(c)**. If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.
- b. Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with **Clause GCC 4.10.3** and **Clause 4.10.4** (or such other date as the Parties shall agree in writing) at the rates referred to, and subject to such additional provisions as are set forth, in the SCC.
- c. Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in **Clause SCC 5.10.2 and 5.10.3**

4.26.3 Currency of Payment

The SCC shall specify which items of remuneration and reimbursable expenditures shall be paid, respectively, in foreign and in local currency.

4.26.4 Mode of Payment and Schedule

Payments in respect of the Services shall be made as follows:

- i. At the time of signing the agreement the Consultant will be paid a sum equivalent to 10% of the accepted offer price as 1st instalment to enable him to start the work.
- ii. The Consultant will be required to submit 5 copies of the Detailed Project Report (DPR) for each component of work as per the time schedule given above. A committee appointed by the employer will examine the draft DPRs. The DPR should be complete in all respect and containing all the items as mentioned before and should be submitted as per schedule, in addition to a soft copy thereof. On acceptance of the final DPRs by the employer, 20% of the accepted offer price will be released as IInd instalment.
- iii. The Consultant shall be required to prepare detailed estimates and assist the department in getting technical sanctions as per the approved plan and to make related tender documents as per the schedule mentioned above and shall submit five copies of the detailed estimates along with a soft copy of the same. On receiving the technical sanctions and prepared tender documents in five copies by the employer, 15% of the accepted offer price will be released as IIIrd instalment.

- iv. The Consultant shall have to assist in evaluation of the tenders for appointment of Contractor/ Contractor for implementation of works. On successful selection of contractor, 10% of the contract amount will be released as IVth instalment.
- v. The Consultant shall be required to supervise the implementation of work. Further 25% of the amount will be released on the completion of 50% of the work and acceptance of the measurement and quality of the work so completed as Vth instalment.
- vi. The remaining balance amount of 20% shall be released on completion of the remaining work and certification of satisfactory completion of works subject to the satisfaction of the employer.
- vii. 5% Security Deposit amount will be retained till successful completion of the assignment.
2.5% Security Deposit will be paid by the consultant, at the time of signing of the agreement once his Letter of Acceptance is received by SGNP. The rest 2.5 % Security Deposit will be recovered from the 6 bills mentioned (Payment Schedule Sr. No. 4-9 as per Appendix D) which the consultant will raise @ of 2.5 % of the amount of that particular bill. The 5 % Security Deposit will be paid back to the Consultant after the successful completion of the work as specified in Appendix A. (**Please see Clause 2.3 Chapter 2**). **No interest of any kind will be paid for the Security Deposit .**
- viii. The Consultant shall be required to make his own arrangement for stay, travel, survey, Computer, stationery, typing etc. for the works assigned. However, during field visits the staying facilities available with the employer may be made available, depending on availability, on payment.
- ix. The Consultant will be liable to pay Tax Deduction at source (TDS) like income tax, service tax, etc, as per the prevailing norms and rates in the country (India). The TDS will be deducted at the time of payment to the Consultant.

4.27.0 Fairness and Good Faith

4.27.1 Good Faith

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.

4.27.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to dispute subject to arbitration in accordance with **Clause GCC 4.28** hereof.

4.28.0 Settlement of Disputes

4.28.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

4.28.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the **SCC Clause 5.11**.

CHAPTER – 5

SPECIAL CONDITIONS OF CONTRACT (SCC)

5.0 Contract Language and Notice –“Government” means the Government of India/ Government of Maharashtra in this case represented by CCF & Director, SGNP, Mumbai.

5.1 The language is: English

5.2 The addresses are:

a) Employer:

Chief Conservator of Forests and Director, Borivali East, Western Express Highway,
Borivali Mumbai 400069

Fax: 022-2659 5907

E-mail:sgnpmumbai@gmail.com

b) Consultants:

5.3 Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) in the case of telegrams, 24 hours following confirmed transmission; and
- (c) in the case of facsimiles, 24 hours following confirmed transmission.
- (d) E-mailing

5.4 The Authorized Representatives are:

For the Employer:

CCF & Director, SGNP or an Officer Authorised by him

For the Consultant:

5.5 Taxes and Duties

The consultants, Sub-consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the employer shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

5.6 Time Period:

The time period shall be 2 years 7.5 months. Though the period allocated for submission of DPR is 2.5 years and 2.5 months have been allocated to the process of RFP of the Implementation Phase, the Tenderer/ bidder applying for this RFP shall be involved for a complete period of 2 years and 7.5 months, for technical monitoring and certification of the works carried out by the successful Tenderer of the Implementation Phase.. The Tenderer/ Bidder applying and succeeding in this RFP shall not be able eligible to apply for the RFP of the Implementation Phase.

5.7 The risks and the coverage

The risk and the coverage shall be as follows:

- a. Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub- consultants or their Personnel for the period of consultancy.
- b. Professional liability insurance with a minimum coverage equal to estimated remuneration and reimbursable.
- c. Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub- consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- d. Insurance against loss of damage to
 - i. equipment purchased in whole or in a part with funds provided under this Contract,
 - ii. the Consultants' property used in the performance of the Services, and
 - iii. any documents prepared by the Consultants in the performance of the Services.
- e. Security Deposit Money:

An amount equivalent to 5% of the contract value shall be retained at the end of the contract for accuracy of project preparation and necessary assistance to SGNP and the same will be released after the completion of civil contract works.

5.8 The other actions are:

Taking any action as required by the obligations of Contract.

5.9 Unrelated use of this contract

The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer.

5.10 Payments of Fees:

5.10.1 Billing

The billing will be in local currency is the standard fee prescribed in the Appendix-D

5.10.2 Payment

It is understood the payments toward the task are activity oriented and would be followed as per Appendix-D. The percentage out of total consultancy fees would be released as per Appendix-D. The remuneration shall cover:

- a. salaries and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges and overhead, and
- b. cost of back stopping by home office staff and
- c. the Consultants' fee,

5.10.3 Remuneration

Remuneration for local Personnel shall be paid in local currency.

5.10.4 Accounts specified

The accounts specified are: for payment in local currency

5.11 Dispute Settlements

Any dispute, difference and / or claims arising in connection with or in relation to this agreement, shall be settled by mutual discussions and consultations. Any dispute or difference arising out of the contract which cannot be amicably so settled between the two parties shall be referred to the sole arbitration of the Additional Principal Chief Conservator of Forest, (Wildlife), West Mumbai, Maharashtra state, Mumbai whose decision shall be final and binding on both the parties. Any aggrieved party by the decision of the APCCF (WL), West, Mumbai, may further refer the matter to the Appellate Authority, which in this case is, the Principal Chief Conservator of Forest, Wildlife and his/her decision shall be final. If either of the parties, is not satisfied with the decision of the Appellate Authority, it will be free to approach the Court of Law to seek legal remedy, and in such case the matter will be adjudicated to the jurisdiction of Courts in Mumbai, India.

CHAPTER-6
FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made in the month of-----, 2015, between, on the one hand, the Chief Conservator of Forests & Director, Sanjay Gandhi National Park (SGNP)) (hereinafter called the "Employer") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successor or successors and assignee or assignees of the FIRST PART and, on the other hand,(hereinafter called the "Consultant(s)") of the SECOND PART.

[*Note: If the Consultant(s) consist of more than one entity, the above should be partially amended to read as follows:

“Sanjay Gandhi National Park (SGNP) (hereinafter called the "Employer") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Consultants' obligations under this Contract, namely, (hereinafter called the "Consultant(s).")]

WHEREAS

(a) the Employer has requested the Consultant(s) to provide certain consulting services as defined in the General Conditions of Contract and TOR attached to this Contract (hereinafter called the "Services");

(b) the Consultant(s), having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract; Consultancy Services “for appointment of eligible Consultants (eligible reputed Consultancy firms/ Companies and Consortiums) with Global Area of operation (Indian or Foreign origin-in India or abroad), for preparation of a ‘Detailed Project Report (DPR)’ and providing assistance in subsequent stages of preparation and evaluation of tender documents for execution of approved eco-tourism works and in supervising their implementation and certification after completion of the works thereby developing Sanjay Gandhi National Park, Mumbai as a World class, State of the art Eco-tourism destination.

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 (hereinafter called "GCC");

- (b) The Special Conditions of contract (hereinafter called "SCC");
- (c) The following Appendices:

Appendix A: Terms of Reference; Description of the Services

Appendix B: Reporting Requirements

Appendix C: Key man- power

Appendix D: Consultancy fee and payment schedule

Appendix E: Services and Facilities Provided by the Employer

Appendix F: Letter of Award (LOA)

Appendix G: Letter of power of attorney etc

Appendix H: Financial Quote to be submitted by Consultants

2. The mutual rights and obligations of the Employer and the Consultant(s) shall be as set forth in the Contract, in particular:

- (a) The Consultant(s) shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Employer shall make payments to the Consultant(s) in accordance with the provisions of the Contract.

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

FOR AND ON BEHALF OF [NAME OF EMPLOYER]

By (Authorized Representative)

FOR AND ON BEHALF OF [NAME OF CONSULTANT]

By (Authorized Representative)

CHAPTER-7
DETAILS TO BE SUBMITTED BY THE CONSULTANT ON HIS LETTER HEAD
(On the Letter Head of the Tenderer)

FORM-'A'
Particulars of the Consultant.

1) Name and address of the Consultant:

2) Details of Works:

Sr.No.	Name of work executed/in hand	Department	Value of work	Date of commencement and completion /present state.	Remarks
1.	2.	3.	4.	5.	6.

Note- Completion Certificates from the Clients are required to be submitted, in case of completed projects.

3) Details of Earnest money payment:

Note: *True copies of testimonials to be attached which will not be returned.

(Signature of Consultant) Address

Place: _____

Date: _____

FORM-B

(On the Letter Head of the Tenderer)

DETAILS OF EQUIPMENT AND MATERIALS

THE CONSULTANT SHALL PROVIDE THE INFORMATION ABOUT INSTRUMENTS, RELEVANT TO THE CURRENT WORK, OWNED BY THE CONSULTANT OR BY THE AGENCY PROPOSED TO WORK ON THEIR BEHALF.

Sr.No.	Name of instruments	No of units	Kind/make /Age	Remarks

Note:*

1. True copies of testimonials to be attached which will not be returned.

(Signature of Consultant) Address

Place: _

Date: _

FORM-‘C’

(On the Letter Head of the Tenderer)

LIST OF TECHNICAL PERSONNEL AND EXPERTISE OF THE CONSULTANT(OR ITS AGENCY PROPOSED TO WORK ON THEIR BEHALF)LIKELY TO BE APPOINTED ON THIS WORK.

Sr.No.	Name of the Personnel	Designation /post held	Qualifications	Experience	Remarks

Note:*Consultants may attach separate sheet.

1. True copies of testimonials to be attached which will not be returned.

(Signature of Consultant) Address

Place: _

Date: _

FORM D

OTHER DOCUMENTS TO BE SUPPLIED BY CONSULTANTS

1. Profile of the Applicant
2. A written document outlining your Vision and Conceptual Overview regarding the works proposed in the category for which you have applied.
3. Documents in brief describing the Completed Projects (in last 3 Years) including their costs.
4. Letters of Experience from clients wherever the works have been completed
5. List and brief description of Projects in hand
6. List of various projects completed in total (before 3 years period), if any.
7. Resume of Key Persons and addresses.
8. Certificate of Incorporation in case of companies and agreement copies in case of Consortiums, Registration in case of Organisations and Certification from Institutions.
9. Documentary proof of being registered with international tourism and eco-tourism institutions and agreements amongst the ones mentioned in (5c, 5d and 5e) in this document.
10. Documents pertaining to accordance of Financial Protocols of the respective home countries of the applicants.
11. Undertaking pertaining to accordance with various international protocols required to work or execute projects abroad (in this case India)
12. Documentary evidence of financial strength of the organisations.
13. Document showing accordance with taxes related protocols of the home country of the applicants and readiness to pay, any taxes which might be levied in India, as per law, rules and regulations in vogue.

Note- Original testimonials shall be submitted by the Consultant for scrutiny / verification before the award of contract. They will be immediately returned.

FORM E
(List of Documents on the Letter Head of the Tenderer)

**DOCUMENTS PERTAINING TO INTERNATIONAL MEMBERSHIPS, BEING SIGNATORY
AND INTERNATIONAL CERTIFICATION**

It will be desirable if the applicant is either a member, signatory to an agreement and Operations in Consonance with various provisions given below:

- i. Certification as per Sustainable Stewardship Council
- ii. Membership International Ecotourism Society
- iii. VISIT Standards for European Tendering Agencies and Sustainable Tourism Certification Network of Americas in case of European and American applicants.
- iv. ISO 9000 Certifying Quality Management Systems and ISO 14001 for Environmental Management Systems.
- v. Certifications from Eco-label Programs.
- vi. Benchmarking Programs of various Ecotourism Initiatives
- vii. Region Specific Certification Programme for the country to which the applicant belongs
- viii. It is desired that the Operational Mechanism of the applicants is also in consonance with
- ix. Accordance with Agenda 21 Guidelines
- x. Guidelines “World Ecotourism Summit, Accordance with Guidelines of Financing Sustainable Tourism Conference 2002.
- xi. Accordance with Guidelines of Financing Sustainable Tourism Conference 2002.
- xii. Note- All documents to be accompanied with this Form)
- xiii. The Applicant shall have completed at least 3 similar works in India, as far as, Indian Agencies with Global Area of Operation are concerned and expert agencies from abroad, in last 3 years.

APPENDIX–A

TERMS OF REFERENCE

1. Objectives of Consultancy Services

The Sanjay Gandhi National Park, Mumbai (SGNP) is a unique protected area; an urban wilderness spread over 103 sq. km. and located right within the municipal limits of Mumbai and Thane. To enhance the visitor's experience, it is proposed to invite Request for Proposals (RFP) for appointment of Consultant(s) with the following main objectives:

- i. To propose high quality sustainable eco-tourism concepts and activities that offer unique visitor's experiences.
- ii. To develop Sanjay Gandhi National Park as an international eco-tourism destination and to enhance Mumbai's reputation as a world leading Eco-tourism city.
- iii. To develop Sanjay Gandhi National Park as a Centre of Nature awareness, education and research.
- iv. To support long term economic empowerment for the local people / communities through tourism and allied activities.
- v. To facilitate and augment local / national tourist circuits.

2. Scope of Work and tasks to be performed

The scope of work is mainly limited to the Krushnagiri Upvan Borivali (KUB), the Administrative zone of National Park, besides certain other locations. The proposed Concepts should be in consonance with the provisions of Indian Forest Act 1927, Wildlife (Protection) Act 1972, Forest Conservation Act 1980, The Water (Prevention and Control of Pollution) Act of 1974 and Amendment 1988, The Environment (Protection) Act of 1986, Biodiversity Act 2000 and Rules pertaining to these Acts in vogue and issued from time to time. Principals, Concepts and norms laid down by the National Forest Policy 1988, National Wildlife Action Plan, National Forestry Action Programme 1999, Maharashtra state Eco-tourism Policy, Wetland Convention 1975. The concept shall also be in consonance with GSTC norms and the principals, concepts and norms elaborated in various World Ecotourism Conferences and Summits. The **Detailed Project Report (DPR)** will cover the following Components mentioned thereof below:

1. Conceptual Plan and Lay out
2. Detailed Drawings
3. Designs, Maps, Plans, Measurements and Estimates

The detailed executable DPR will be prepared by the agency for the following Components and works specified.

Component 1- Renovation and development of Infra structure

- i. State of the art Entrance Gate and ticketing area
- ii. Drainage system

- iii. Drinking Water kiosks
- iv. Three tourist- huts
- v. Administrative building
- vi. Cafeterias
- vii. Sculptures at appropriate places
- viii. Boating Ticket Counter
- ix. Souvenir shops
- x. Technology upgrade of mini-train facility
- xi. Renovation of mini train stations

Component 2- Development of Eco-tourism facilities

- i. Developing Nature Interpretation Centres at Manpada, Susupada and Kanheri
- ii. Developing Nature trails
- iii. Developing Mangrove Walkway at Susupada
- iv. Eco- friendly transport system
- v. Machans & Canopy Walks
- vi. Butterfly Park (Enclosed)
- xii. Landscaping of designated Parks
- vii. Developing water harvesting /storage structures
- viii. Desiltation of lakes
- ix. Children Park at Manpada
- x. Adventure sports
- xi. Open Gymnasium
- xii. Sit-outs
- xiii. Eco-friendly toilets
- xiv. Developing garbage Collection & disposal facilities

Component 3- Development of Safari tourism

- i. Developing existing Lion & Tiger Safaris
- ii. Developing newly proposed Leopard Safari

Component 4- Use of ICT in the management of SGNP

- i. Providing Security solutions
- ii. MIS for visitors management
- iii. Developing mobile Apps.

Component 5- Promotion and Publicity of brand SGNP

- i. Developing promotional and publicity material
- ii. Developing sustainable model providing linkages with Publicity houses
- iii. Facilitating and augmenting local tourist circuits

iv. Development of niche programs for school children, college going students, photographers, bird watchers and other enthusiasts to encourage longer duration stays in the park.

Component 6- Promoting livelihood of local communities

- i. Enhancing and imparting skills to local communities to be used as guides and work force for running various facilities.
- ii. Promoting local warli/ tribal art.

Component 7- Development of Self sustainable revenue generation model

- i. Developing commercially viable and self- sustainable tourism.
- ii. Ecotourism structure assessment and elements of market demand.

3. Outputs/ Deliverables:

The expected outputs/ deliverables from the Consultant are as follows:

- 1) Preparation and submission of Detailed Project Report(DPR) covering site specific Concepts, Designs, Plans, Drawings and Estimates which will act as ready reckoner for further actions
- 2) Preparation of tender documents and rendering assistance in evaluation of tender documents.
- 3) Supervising implementation of works and their certification after completion.

The consultant shall submit additional copies of the above mentioned reports as may be required by the employer.

4. Duration and Expected period of completion of various Tasks

Appointment of Consultant for current RFP

- Publication of RFP
- Visiting SGNP and preparation of site specific Preliminary Concept Plan - **45 days**.
- Opening of Technical and Financial bids and appointment of the Consultant- **30 days**
- **Duration 75 days/ 2.5 months**

Preparation & Submission of DPR by the appointed Consultant

- Preparation of maps, designs and block estimates and draft plan for all activities in the respective categories - **60days**.
- Submission of Detailed Project Report (DPR) with detailed maps and designs to the CCF & Director, SGNP at Borivali, Mumbai - **15 days**.
- **Duration 75 days/ 2.5 months**

Preparation of Estimates and Preparation & Evaluation of Tender documents

- Preparation of detailed estimates and tender documents, etc. after the approval of the final DPR with designs and maps - **30 days**.
- Notification of tenders and evaluation of tender documents - **45 days**.
- **Duration 75 days/ 2.5 months**

Implementation and Certification of Works

- Technical Monitoring of Implementation and certification of works after their completion by the another consultant appointed for the purpose(DPR, Designs and Maps) through an independent process by the SGNP. - **2 years** from the date of commencement of Implementation works or earlier.
- **Duration 24 months/ 2 years**
- **Total duration for completion of Project: 2 years & 7.5 months.**

If time period exceeds for some reasons whatsoever, necessary extension may be granted by CCF & Director, SGNP, if he is satisfied about the genuineness of the reasons for delay and depending on the merits of the case. No separate costs on any account shall be paid in the extended period. However the Consultant or Contracting Agencies are requested to provide a realistic and factual Time Frame based on their experience.

5 Key Experts Team:

A dedicated minimum eight members Key Experts team along with a team leader shall be based in the SGNP by the consultancy group. The Consultant will appoint Experts of other relevant disciplines as and when required and as per the advice of the CCF & Director SGNP.

Sr. No.	KeyExpert	Basic Qualifications	Experience
1.	Eco-tourism Planner or Forestry & Wildlife Expert (Team Leader)	A Master's degree in Botany/ Zoology/Agriculture/Forestry/ Wildlife/ Environment sciences etc. or Associate of IGNFA/ SFS diploma holder in forestry; preferably a Ph.D. in the relevant disciplines.	Minimum 15 Years' experience in the field of forestry/ wildlife and of working on various subject specific issues, preferably, developing site specific innovations in Ecotourism Infrastructure Development

2.	Architect	A Bachelor's or equivalent degree	Minimum 7 years' experience in designing and Execution/ Implementation of innovative and eco-friendly infrastructure. Preferably worked on Tourism, Nature Tourism and Ecotourism Infrastructure and Destination Development.
3.	Civil Engineer	A Bachelor's degree preferably a master's degree	10 years' experience in executing civil engineering works. Preferably executed at least one Tourism/ Nature Tourism/Ecotourism Civil Infrastructure Development Project
4.	Creative Artist/ Graphic Designer/ Interior Designer	Graduation in one of the disciplines with overlapping skills related to the other two disciplines amongst these. Preferably holding a Master's Degree	A total experience of 5 Years. Preferably in designing indoor and outdoor displays for tourism/ ecotourism projects, Interpretation Centres.
5.	Livelihood Expert or Sociologist	Master's in Social Science preferably a Ph.D. in Livelihood Generation	3 Years' experience of working in relevant field preferably on a project /s involving Livelihood Generation through Ecotourism/ Tourism/ Nature Tourism Initiatives
6.	Software Engineer	B.E. Computers (Software), preferably M.E. in Software Engineering	3 years' experience in Software Engineering Project Execution, preferably Software Aided Designing and 3D and 4D Visualisations in case of Tourism/ Ecotourism
7.	Horticulture/ Landscape Designer	Bachelor's in Horticulture / Landscape Architecture/ Environmental Architecture preferably with a specialisation in	Minimum 5 years' experience in Landscape Designing of reputed organisations

		Landscape Designing	
8.	Naturalist	A Bachelor's degree preferably in Botany/ Zoology/Environment sciences etc.	Minimum 8 years' experience in the field; an expert having sound knowledge of natural history of SGNP and with an expertise in developing Nature Information Centres, nature trails and biodiversity Signage's.
9.	Financial Expert	Master's degree in Economics/ CA / MBA(Finance)	Minimum 5 years' experience in the field

6 Reporting Requirements

The Consultant shall prepare and submit the proposal / reports as given in Appendix B.

7 Schedule of Submissions

The Consultant shall follow the Schedule of Submissions as given in Appendix B.

8 Accommodation and vehicles

The consultant shall be responsible for making his own arrangement for all his accommodation on rental basis (including the field office of the Project-In-charge and his Site Staff, including furniture, equipment and maintenance thereof) near the site and vehicles for transportation of office staff/field staff etc. (including crew, maintenance and repairs thereof). However, the Consultant may carry out the part of the contractual obligation at his place of convenience, under intimation to the Employer.

9 Co-ordination and consultation:

The consultant will be required to liaise and co-ordinate with all agencies involved in the proposed works at his own cost & expenses including travel, stay, miscellaneous, out of pocket, office overheads etc. as mentioned in the payment schedule. The consultant will provide all facilities and equipment necessary for successful completion of the project. All data collected for the project by the consultant along with the user manuals, will become the property of the employer.

10 Reviews by SGNP authorities:

The SGNP officials will make periodic reviews of the progress of the work. The consultant shall also produce working papers on important issues as required by the Employer.

The CCF & Director, SGNP and other concerned officials shall review consultant's reports, progress reports etc. as given in Para 11 above and also working papers.

11 Security Deposit money

An amount equivalent to 5% of the contract value shall be retained at the end of the contract for accuracy of project preparation and necessary assistance to SGNP and the same will be released after the completion and commissioning of project contract works.

12 Penalty Clause:

If the Consultant fails to complete the due performance of the contract in accordance with the specifications and conditions agreed during the final contract negotiations, the SGNP reserves the right to recover the penalty at 0.25% (per cent) of the contract value per month or part thereof subject to a maximum of 5% of contract value as penalty for non-performance / delayed performance.

APPENDIX–B
REPORTING

1.0 Reports

1.1. Monthly Progress Reports:

The consultant shall prepare a brief progress report summarizing the work undertaken for the preceding month. The report will outline any problems encountered (administrative, technical or financial) and give recommendations on how such problems may be resolved. Brief work progress summaries will be included for ongoing works, outlining problems encountered and proposing solutions. The reports shall also be submitted in electronic format in addition to 5 nos. hard copies.

1.2. Project Final Detailed Project Report:

The consultant shall prepare and submit a comprehensive report after obtaining completion of the entire works as per Terms of Reference

2.0 Schedule of submissions:

The various outputs of completion as required from the works shall be submitted by following milestones strictly as agreed in the contract. The same shall be with the stages of implementation schedule provided by the consultants. The Milestones for completion of tasks shall be with the groups of the activities as indicated in Para 8.1 of the TOR which will be agreed upon by both the parties.

The SGNP envisages completion of various tasks in 7 months' time period before the implementation phase starts and from the date of award of the contract. The implementation phase shall be completed in 24 months or 2 years' time period. However the Consultant or Contracting Agencies are requested to provide a realistic and factual Time Frame based on their experience. The Consultants shall provide this information in the following format.

The Tenderers shall state their version of Milestones after referring the TOR.

Sr No,	Activities	Milestones	Remarks
RFP Stage for shortlisting a Consultant for developing a Detailed Project Report(DPR)			
1.	Pre-bid Field visit after the Pre-bid Meeting		
2.	Vision of the Tenderer for ' Developing SGNP as a World Class Ecotourism Destination' and Overview Concept		
3.	Evaluation of Technical and Financial bids		

	and Appointment of Consultant		
Post RFP Stage after shortlisting a Consultant for developing a Detailed Project Report(DPR)			
3.	Site Specific Field Visits		
4.	Preparation and Submission of draft DPR		
5.	Mutual Finalisation of DPR and its final submission.		
6.	Preparation and submission of detailed Estimates along with designs and maps		
6	Preparation and Evaluation of Tender Documents for Implementation of the Project for development of Sanjay Gandhi National Park as a World Ecotourism Destination		
7	Assistance in supervising implementation and certification of works after their completion.		

In addition to the above, the assignment also includes services during the defects liability period of 6 months for the work. The Consultant has to ensure presence of Senior Personnel towards the end of Defects liability period for preparation of Final Report and contract closure. The assignment team would be mobilized on the date of actual commencement of task by the contractors. During the Defects Liability Period, the Senior Personnel shall continue on a part time basis and the assignment team members if required would be mobilized on an as required basis.

After award of the contract the Employer may expect all the proposed key personnel to be available during submission of deliverables for consultation, if required. The Employer shall not consider substitutions. In case of replacements, the Consultant shall ensure that there is a reasonable overlap between the staff to be replaced and the replacement. The replacement should be strictly with the acceptance of SGNP.

APPENDIX C
MINIMUM KEY MANPOWER

This is a job base assignment. The Consultants may decide the number of man power required to complete the assignment and Submit with the details of breakups.

The Project Execution is planned to be done through-

1. The Technical Key Consultants with details at Form C (CVs Included) of 8 Key Team Members and supporting in- house staff Members with a Team Leader

2. In-House Team of the _____(Lead Company of the Consortium)(Form C-Additional supporting list of In house Consultants) 6 Members including Team Leader.

3. International Consultants with (Form C- Additional Supporting Documents)

4. Retired Forest Officers as Consultants (Form-C Additional Supporting Documents)

5. Other Team Members

Note-The Break of the Manpower and financial outlay is to be enclosed in Envelope-C pertaining to Financial Bid for obvious reasons.

APPENDIX-'D'
FEES AND PAYMENT SCHEDULE

As quoted / negotiated and agreed upon, for the Consultancy assignment under this contract, Consultants shall be eligible to receive the fees indicated below in this schedule. Break-up of the fees payable at different stages of completion of milestone activities of the Development of Detailed Project Report (DPR) and other activities as required.

Sr No,	Particulars	Payment
RFP Stage for shortlisting a Consultant for developing a Detailed Project Report(DPR)		
1	Pre-bid Field visit after the Pre-bid Meeting	Nil
2	Vision of the Applicant for ‘ Developing SGNP as a World Class Ecotourism Destination’ and Overview Concept	Nil
Post RFP Stage after shortlisting a Consultant for developing a Detailed Project Report(DPR) once the shortlisting of Consultant for DPR Preparation is final		
	Payments in respect of the Services shall be made as follows:	
4	At the time of signing the agreement the Consultant will be paid a sum equivalent to 10% of the accepted offer price as 1 st instalment to enable him to start the work.	10%
5	The Consultant will be required to submit 5 copies of the Detailed Project Report (DPR) for each component of work as per the time schedule given above. A committee appointed by the employer will examine the draft DPRs. The DPR should be complete in all respect and containing all the items as mentioned before and should be submitted as per schedule, in addition to a soft copy thereof. On acceptance of the final DPRs by the employer, 20% of the accepted offer price will be released as IInd instalment.	20%
6	The Consultant shall be required to prepare detailed estimates and assist the department in getting technical sanctions as per the approved plan and to make related tender documents as per the schedule mentioned above and shall submit five copies of the detailed estimates along with a soft copy of the same. On receiving the technical sanctions and prepared tender documents in five copies by the employer, 15% of the accepted offer price will be released as IIIrd installment.	15%

7.	The Consultant shall have to assist in evaluation of the tenders for appointment of Contractor/ Contractor for implementation of works. On successful selection of contractor, 10% of the contract amount will be released as IVth instalment.	10%
8	The Consultant shall be required to supervise the implementation of work. Further 25% of the amount will be released on the completion of 50% of the work and acceptance of the measurement and quality of the work so completed as Vth installment.	25%
9	The remaining balance amount shall be released on completion of the remaining work and certification of satisfactory completion of works subject to the satisfaction of the employer. (and the follow ups for the Preparation of Tender Document for Implementation of the Project, Financial Estimates, handholding till the finalisation and completion of the process of appointment of Consultant for Implementation of the Project and Technical Monitoring of the entire Implementation stage of the Project till its successful completion.)	20%
	Total	100%
	Note- 2.5% will be paid by the consultant, at the time of signing of the agreement once his Letter of Acceptance is received by SGNP. The rest 2.5 % will be recovered from the 6 bills (Sr. No.4-9) mentioned above which the consultant will raise @ 2.5 of that particular bill. The 5 % will be paid back to the Consultant after the successful completion of the work as specified in Appendix A. (Please see Clause 2.3 Chapter 2). No interest of any kind will be paid for the .	
10	Security Deposit of 5% till the successful completion of the assignment.	5%

Other Terms of Payment

1. The Consultant shall be required to make his own arrangement for stay, travel, survey, Computer, stationery, typing etc. for the works assigned. However, during field visits the staying facilities available with the employer may be made available, depending on availability, on payment
2. The Consultant will be liable to pay Tax Deduction at source (TDS) like income tax, service tax, etc, as per the prevailing norms and rates in the country (India). The TDS will be deducted at the time of payment to the Consultant.
3. All the other or any Taxes levied by the Government of India and the State Government of Maharashtra, applicable from time to time, shall be payable by the Consultant.

Note:

- 1) The total fees payable will include all expenses on required survey work, data collection, preparation of proposals, liasoning with various departments, travelling expenses, out of pocket expenses, printing & stationary charges, office expenses, miscellaneous expenses, taxes (excluding Service Tax), profits and overheads etc. Service Tax will be paid as per rules in vogue.
- 2) The assignment is job oriented. No extra payments on any account shall be payable during the extended period, that may require to complete the assignment.

APPENDIX–E

SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER

1. All the existing documentation and maps required.
2. Access to Site of Work
3. Interactions with the Employer or his representative as and when required, in the interest of and relevance to the work.
4. Temporary space for accommodation at a payment of fees on the campus to facilitate works
5. A conducive environs and atmosphere for the Consultant in his obligation of the contract.

APPENDIX-F: LETTER OF AWARD (LOA)

**APPENDIX-G: LETTER OF POWER OF ATTORNEY
(On Letter Head)**

APPENDIX–H
Financial quote to be submitted by Tenderers
On Letter Head

The Consultant(s) shall submit their financial quote in e-Envelope 'C' as Lump Sum for Sr. No 1-3 amount including taxes and duties as applicable and excluding Service Tax.

Unit	Description	Lump sum Amount Rs.
1.	Preparation of a Detailed Project Report (DPR) that will include concept plans, designs and detailed estimates for developing Sanjay Gandhi National Park, Mumbai as a World class, State of the art Eco-tourism destination.	
2.	Providing assistance in subsequent stages of preparation and evaluation of tender documents for implementation of approved eco-tourism works	
3.	Supervising the 'Implementation of the works' and certification after completion of the works	
4.	Grand Total	
	Net Amount in Rs.	

Note: These Components and Activities are as per the Scope of Work as given in TOR-Appendix A.

(Rupees _____ including all taxes and duties as applicable)

SIGNATURE OF THE TENDERER WITH SEAL