

JHARKHAND ZOO AUTHORITY
BHAGAWAN BIRSA BIOLOGICAL PARK, ORMANJHI, RANCHI
Email Id- jharkhandzooauthority@gmail.com, Phone No. 9470590737

REQUEST FOR PROPOSAL (RFP)

For

**Consulting Services towards
Preparation of Detailed Project Reports (DPRs), Bid Documents,
Assistance in Bid Process Management, and Monitoring &
Supervision for Development of Modern Zoos at Giridih and
Dumka, Jharkhand**

RfP Inviting Authority:

The Member Secretary
JHARKHAND ZOO AUTHORITY
BHAGAWAN BIRSA BIOLOGICAL PARK,
ORMANJHI, RANCHI – 835 219

RFP No: 01/2025

Date: 24/09/2025

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of their employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide prospective parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, bidding fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Notice No: 01/2025

Date: 24/09/2025

Request for Proposal (RFP)

for

Hiring of Consulting firm for Preparation of Detailed Project Reports (DPRs), Bid Documents, Assistance in Bid Process Management, and Monitoring & Supervision for Development of Modern Zoos at Giridih and Dumka, Jharkhand

Jharkhand Zoo Authority invites "Proposals" from the eligible consultancy agencies to submit their interest to provide the Consulting Services for "Preparation of Detailed Project Reports (DPRs), Bid Documents, Assistance in Bid Process Management, and Monitoring & Supervision for Development of Modern Zoos at Giridih and Dumka, Jharkhand".

Interested Agencies may submit their "Proposal" in a sealed envelope clearly superscripted as "*Proposal for the Consulting Services for Preparation of Detailed Project Reports (DPRs), Bid Documents, Assistance in Bid Process Management, and Monitoring & Supervision for Development of Modern Zoos at Giridih and Dumka, Jharkhand*" latest by 15:30 hours on **08th November'2025**.

Interested agencies may obtain further information and procedures for submitting the "Proposal" by downloading the RFP document from the official website of Jharkhand Zoo Authority i.e. <https://birsazoojharkhand.in/>

Member Secretary
Jharkhand Zoo Authority

REQUEST FOR PROPOSAL (RFP)

For

**The Consulting Services towards
Preparation of Detailed Project Reports (DPRs), Bid Documents, Assistance in
Bid Process Management, and Monitoring & Supervision for Development of
Modern Zoos at Giridih and Dumka, Jharkhand**

Key dates and information

RFP Ref. No. & Date	01/2025 Date: 24/09/2025
RFP issuance Date	24/09/2025
Last Date and Time for receipt of request for clarifications, if any.	17:00 hours of 10/10/2025 E-mail ID: jharkhandzooauthority@gmail.com
Pre-Proposal Meeting	11:30 hours of 11/10/2025
Last Date and Time for submission of Technical & Financial Proposals.	15:30 hours of 08/11/2025
Date and Time for opening of Technical proposals	16:00 hours of 08/11/2025
Place for Opening of Proposals	Jharkhand Zoo Authority, Ormanjhi, RANCHI – 835219 Jharkhand

Sd/-
**Member Secretary
Jharkhand Zoo Authority**

CONTENTS

Sl. No.	Particulars	Page No.
1	Section 1: Letter of Invitation	6
2	Section 2: Instructions to Consultants	8
3	Data Sheet	22
4	Technical Evaluation Criteria	25
5	Section 3: Technical Proposal-Standard Forms	28
6	Section 4: Financial Proposal - Standard Forms	43
7	Section 5: Terms of Reference	50
8	Section 6: Standard Forms of Contract	56

Section 1: Letter of Invitation

RFP No: 01/2025

Date: 24/09/2025

To,
All Interested Organizations/Firms

Dear Sir/ Madam,

1. The Jharkhand Zoo Authority ((hereinafter called “Employer or JZA”), functioning under the aegis of the Forest, Environment & Climate Change, Government of Jharkhand, has proposed the establishment of modern zoos at Giridih and Dumka. These zoos are envisioned to be developed in accordance with the guidelines of the Central Zoo Authority (CZA), with a strong focus on wildlife conservation, eco-tourism, education, and research. The objective is to create world-class zoological facilities that offer conservation-oriented visitor experiences, while contributing to biodiversity protection, community awareness, and local employment generation.
2. The employer intends to invite proposals for following consulting services (hereinafter called “Services”): Selection of an Agency for the Consultancy Services for “Preparation of Detailed Project Reports (DPRs), Bid Documents, Assistance in Bid Process Management, and Monitoring & Supervision for Development of Modern Zoos at Giridih and Dumka, Jharkhand”. More details on the services are provided in the Terms of Reference in this RFP document (Section-5).
3. You are now invited to submit a detailed technical and financial proposal as per the attached RFP document with signed and sealed by the authorised persons. The agency will be selected based on **Quality and Cost Base Selection** (QCBS) method as per Jharkhand Procurement of Goods and Services Manual (2024), Govt. of Jharkhand and procedures described in this RFP.
4. The RFP includes the following documents/ Section:
 - Section: 1 - Letter of Invitation.
 - Section: 2 - Information to Consultants (including Data Sheet).
 - Section: 3 - Technical Proposal - Standard Forms.
 - Section: 4 - Financial Proposal - Standard Forms.
 - Section: 5 - Terms of Reference.
 - Section: 6 - Standard Forms of Contract.
5. This Request for Proposals (RFP) has been addressed to the above-mentioned shortlisted agencies. It is not permissible to transfer this invitation to any other firm.
6. Deadline for submission of technical and financial proposal is 15:30 hours of 08/11/2025.
7. A pre-proposal meeting shall be conducted on 11:30 hours of 11/10/2025 as per details specified in the RFP.

8. The last date for submission of request for clarifications on this RFP will be **10/10/2025** till 17:00 Hrs. The agencies are requested to submit their request for clarifications through email at jharkhandzooauthority@gmail.com before the date of pre-proposal meeting, as per format given in **Annexure-2** of the RFP.

Yours sincerely,

Sd/-
Member Secretary
Jharkhand Zoo Authority

Section- 2: Instructions to Consultants (ITC)

Part I

Standard

1. Definitions

- (a) “Employer” means the Jharkhand Zoo Authority, Ormanjhi, RANCHI (JZA), who have invited the bids for consultancy services, and with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
- (b) “Consultant/ Agency” means any entity or person or associations of person who have been shortlisted to submit their proposals that may provide or provides the Services to the Employer under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- (d) “Project specific information” means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means Government of Jharkhand.
- (g) “Instructions to Consultants” (Section-2 of the RFP) means the document which provides short-listed Consultants with all information needed to prepare their proposals.
- (h) “LOI” (Section- 1 of the RFP) means the Letter of Invitation being sent by the Employer to the short-listed consultants.
- (i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Domestic Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India.
- (j) “Proposal” means the Technical Proposal and the Financial Proposal.
- (k) “RFP” means the Request for Proposal prepared by the Employer for the selection of Consultants, based on the SRFP.

- (l) “SRFP” means the Standard Request for Proposals, which must be used by the Employer as a guide for the preparation of the RFP.
- (m) “Assignment/job” means the work to be performed by the Consultant pursuant to the Contract.
- (n) “Sub-Consultant” means any person or entity with which the Consultant subcontracts any part of the Assignment/job.
- (o) “Terms of Reference” (TOR) means the document included in the RFP as Section- 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.
- (p) “Lead Consultant/ Consortium/ Association of Consultants” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the Consortium, and where only Lead Member of the Consortium will be liable to the Client for the performance of the Contract.

2. Introduction

- 2.1 The Employer named in the ITC Part- II Data Sheet will select a consulting firm/organization (the Consultant) from those to whom the LOI has been addressed, in accordance with the method of selection specified in the Part-II Data Sheet.
- 2.2 The name of the assignment/Job has been mentioned in Part- II Data Sheet. Detailed scope of the assignment/ job has been described in the Terms of Reference in Section- 5
- 2.3 The date, time and address for submission of the proposals have been given in Part -II Data Sheet.
- 2.4 The short-listed Consultants are invited to submit their Proposal, for consulting Assignment/job named in the Part II Data Sheet. The Proposal will be the basis for contract negotiations and ultimately a signed Contract with the selected Consultant.
- 2.5 Consultants should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/job and Local conditions, Consultants are encouraged to meet the Employer’s representative named in part II Data Sheet before submitting a proposal and to attend a **pre-proposal meeting** if one is specified in the Part II Data Sheet. Attending the pre-proposal meeting is optional. Consultants should contact the Employer’s representative to arrange for their visit or to obtain additional information on the pre-proposal meeting. Consultants should ensure that these representatives are advised of the visit in adequate time to allow them to make appropriate arrangements.

- 2.6 The Employer will provide at no cost to the Consultants the inputs and facilities specified in the Part-II Data Sheet, assist the consultants in obtaining licenses and permits needed to carry out the Assignment/job, and make available relevant project data and reports.
- 2.7 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

3. Eligibility of Consultant and Association of Consultants and Sub-Consultants/ Consortium:

- 3.1 If the consultant had formed an association of consultants/ Consortium, each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in Part II data sheet. The combined score of each member of the association of consultant shall be taken into account for evaluation purpose. If any member of the association of consultants is dropped at the RFP stage, such an association of consultants is liable to be rejected by the Employer. However, the Employer, at its sole discretion, may decide to evaluate for short-listing such association of consultant without considering the strength of the dropped member and if found eligible, may allow such association of consultant to submit their proposal.
- 3.2 A short-listed consultant may associate with consultants and /or individual expert at the time of submission of proposal. Under such circumstances each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in Part II data sheet. The combined score of each member of the association of consultant shall be taken into account for evaluation purpose. However, the lead member of the association of the consultant shall be the consultant who has been short-listed by the Employer and employer shall deal with only the lead member for the purpose of this assignment. Although the contract shall be signed by all the members of the associations of the consultants, the lead member of the association of the consultant shall be responsible and liable to the Employer for every aspect of their proposal, contract etc.

3.3. Bidder(s) /Consultant belonging to country(s) sharing land border with India

In accordance with Ministry of Finance, Govt. of India OM F.No. 6/18/2019-PPD dated 23rd July, 2020, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

- a. "Bidder" (including the term 'knowledge partner', 'consultant', 'agency' or 'firm' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
- b. "Bidder from a country which shares a land border with India" means: -
 - (i) An entity incorporated, established or registered in such a country; or
 - (ii) A subsidiary of an entity incorporated, established or registered in such country; or
 - (iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - (iv) An entity whose *beneficial owner* is situated in such a country; or
 - (v) An Indian (or other) agent of such an entity; or
 - (vi) A natural person who is a citizen of such a country; or
 - (vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- c. The *beneficial owner* for the purpose of (iii) above will be as under:
 - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

I. Explanation

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - i. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - ii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen

percent of the property or capital or profits of such association or body of individuals;

- iii. Where no natural person is identified under 3.3-I (c)(i) or II (b) (i) or II (b) (ii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- iv. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

II. Competent Authority and Procedure for Registration:

- a) The Competent Authority as stated under clause 3.3(I) of this RFP, for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- b) Any Bidder, participating in this RFP and belonging to country(s) sharing land border with India, is urged to check the website of DPIIT regarding the registration process.
- c) Bids of the bidders, belonging to country sharing land border with India, and not registered with the competent authority, shall be summarily rejected.

III. Bidders are required to submit an undertaking (on company's letterhead) regarding their compliance with the OM of Ministry of Finance mentioned under clause 3.3(I) and the conditions stated under clause 3.3 of this RFP, based on the format given under **FORM TECH- 12**.

IV. If the undertaking submitted by the bidder(s), whose bid is accepted, is found to be false, this would be ground for immediate termination of the contract and further legal action in accordance with law.

V. If the bidders belonging to countries sharing land border with India, are registered with the competent authority, they are required to submit the copy of their registration as part of their bid document. The registration must be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution.

4. Clarification and Amendment of RFP Documents:

- 4.1 Consultants may request a clarification on any clause of the RFP documents up to the number of days indicated in the Part II Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Part II Data Sheet. The Employer will respond in writing, which can be downloaded from the website of employer (including an explanation of the query but without identifying the source of inquiry) for all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 4.2 below.
- 4.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be available on the website of employer for all Consultants and will be binding on them. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

5. Conflict of Interest:

- 5.1 Employer requires that Consultants provide professional, objective, and impartial advice and always hold the Employer's interest's paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.
- 5.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities: (i) A firm that has been engaged by the Employer to provide goods, works or Assignment/job other than consulting Assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment/job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting Assignment/job ; (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Employer. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent

environmental assessment for the same project, and a Consultant assisting an Employer in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. **Similarly, a Consultant hired to prepare Terms of Reference for an Assignment/job should not be hired for the Assignment/job in question.**

Conflicting relationships (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

5.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve in the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose the said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of the assignment.

5.4 No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

6. Unfair Advantage

6.1 Consultant could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per para 5 above, the Employer shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

7. Proposal:

7.1 Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.

8. Proposal Validity:

8.1 The Part II Data Sheet to consultant indicates the validity of the Consultants' Proposals after the date of submission. During this period, Consultants shall maintain availability of Professional staff nominated in the Proposal and also keep the financial proposal unchanged. The Employer will make its best effort to complete negotiations within this period. Should the need arise, the Employer may request Consultants to extend the validity period of these proposals. Consultants who agree to such extension shall confirm that they

maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remains unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation before the award of the contract. Consultants who do not agree to extend the validity of their Proposals, under such circumstance the Employer shall not consider such proposal for further evaluation.

9. Preparation of Proposals

- 9.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Employer, shall be written in English language, unless specified otherwise.
- 9.2 In preparing their Proposal, Consultants are expected to examine in detail all the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 9.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
 - (a) If a Consultant considers that it may enhance its expertise for the Assignment/job by associating with other Consultants in sub-consultancy, it may associate with Consultant who is not part of another proposal.
 - (b) The estimated number of Professional man-months/weeks for the Assignment/job is as shown in the Part II Data sheet. However, the Proposal shall be based on the number of Professional man-months/weeks or budget estimated by the Consultants. While making the proposal, the consultant must ensure that he/she proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.
 - (c) Alternative professional staff shall not be proposed, and only one curriculum vita (CV) may be submitted for each position mentioned.
- 9.4 Depending on the nature of the Assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Section 3. The Part II Data sheet in Section 2 indicates the formats of the Technical Proposal to be submitted. **Submission of the wrong type of Technical Proposal will result in the Proposal being declared as non-responsive.** The Technical Proposal shall provide the information indicated in the following para's from (a) to (g) using the attached Standard Forms (Section 3). Form Tech – 1 in Section 3 is a sample letter of technical proposal which is to be submitted along with the technical proposal.
 - (a) A brief description of the consultant's organization and in the case of a Consortium/ Association of Consultant, of each partner, will be provided in Form Tech-2. In the same Form, the consultant and in the case of a consortium/ joint venture, each partner will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant's involvement. Information

should be provided only for those Assignment/jobs for which the Consultant was legally contracted as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract / completion certificate for all the assignments mentioned in the proposal.

- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment/job; and on requirements for counterpart staff and facilities including: administrative support, office space, Domestic transportation, equipment, data, etc. to be provided by the Employer (Form Tech -3 of Section 3).
 - (c) A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided in Form Tech-4 of Section 3. The work plan should be consistent with the Work Schedule (Form Tech-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
 - (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member and their tasks is to be provided in Form Tech-5 of Section 3.
 - (e) Estimates of the staff input needed to carry out the Assignment/job needs to be given in Form Tech-7 of Section 3. The man-months/week input should be indicated separately for each location where the Consultants have to work and / or provide their key staff.
 - (f) CVs of the Professional staff as mentioned in para 9.4 (d) above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
 - (g) A detailed description of the proposed methodology and staffing for training needs to be given, if the Part II Data sheet specifies training as a specific component of the Assignment/job.
- 9.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.
- 9.6 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the Assignment/job, including (a) remuneration for staff and (b) reimbursable expenses indicated in the Part- II Data sheet. If appropriate, these costs

should be broken down by activity and, if appropriate, into foreign (if applicable) and domestic expenditures. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected.

10. Taxes

- 10.1 The Consultant shall fully familiarize themselves about the applicable Domestic taxes / GST on amounts payable by the Employer under the Contract. All such taxes must be included by the consultant in the financial proposal.

11. Currency

- 11.1 Consultants shall express the price of their Assignment/job in Indian National Rupees only.

12. Bid Security Declaration /Earnest Money Deposit (EMD) Declaration

- 12.1 Bidders are required to submit signed Bid Security Declaration in their company's letterhead in the format given under Form Tech-11. Proposals not accompanied by EMD Declaration shall be rejected as non-responsive.
- 12.2. The bidder will be suspended for the period of time specified in the bid security declaration from being eligible to submit Bids/Proposals for contracts with the Procuring Entity in the following events:
- (a) If the Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
 - (b) If the Proposal is varied or modified in a manner not acceptable to the Employer after opening the Proposal during the validity period or any extension thereof.
 - (c) If the consultant tries to influence the evaluation process.
 - (d) If the First ranked consultant withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).

13. Bid Processing Fees:

-Deleted-

14. Submission, Receipt, and Opening of Proposal

- 14.1 The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of Tech-1 of Section 3, and FIN-1 of Section 4.

- 14.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney/ authorization letter accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.
- 14.3 -DELETED-
- 14.4 The Proposals must be submitted no later than the time and the date indicated in the Data sheet, or any extension to this date in accordance with para 4.2 above. *Specific clauses related to submission and opening of technical and financial proposals from Clauses 14.1 to 14.4 are replaced or revised with new Clauses mentioned in Data Sheet.*
15. **Proposal Evaluation:**
- 15.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
- 15.2 The employer has constituted a Consultant Selection Committee (CSC) which will carry out the entire evaluation process.
- 15.3 **Evaluation of Technical Proposals:**
The CSC, while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded, and the competent authority accepts the recommendation.
- 15.4 The CSC shall evaluate the Technical Proposals on the basis of the responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected, if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain **unopened**. The qualifications of the consultant and the evaluation criteria for the technical proposal shall be as defined in the Data sheet.
- 15.5 **Public opening & evaluation of the Financial Proposals:**
Financial proposals of only those firms who are technically qualified shall be opened publically. The date and time of opening of financial proposals shall be communicated to the technically responsive consultants. The name of the Consultants, their technical score (if required) and their financial proposal shall be read aloud.

- 15.6 The CSC will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposals, so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. If permitted under RFP to quote in any currency other than Indian Rupees, prices shall be converted to Indian Rupees using the selling rates of exchange, source and reference date indicated in the Data sheet. Normally, the date will be the date of opening of the tender unless specified otherwise in the Data sheet.
- 15.7 After opening of financial proposals, appropriate selection method shall be applied to determine the consultant who will be declared successful and be eligible for award of the contract. The methods of selections are described in the Data Sheet

This selected consultant will then be invited for negotiations, if considered necessary.

- 15.8 Preference to Make in India or Purchase Preference: Not Applicable

16. Negotiations:

- 16.1 Negotiations will be held at the date, time and address intimated to the selected Consultant. The selected Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
- 16.2 **Technical negotiations:** 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 Consultant to improve the Terms of Reference. The Employer and the Consultants 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 Assignment/job". Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the Assignment/job. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Consultant.

- 16.3 Financial negotiations: After the technical negotiations are over, financial negotiations will be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstance, the financial negotiation shall result in increase in the price originally quoted by the consultant. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Employer with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.
- 16.4 Availability of Professional staff/experts: Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available. The Employer will not consider substitutions 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 or if the professional staff has left the organisation. 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 shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.
- 16.5 Conclusion of the negotiations: Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Consultant will initial the agreed Contract. If negotiations fail, the employer will invite the next-ranked Consultant to negotiate a Contract. Once the employer commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

17. Award of Contract:

- 17.1 After completing negotiations, the Employer shall issue a Letter of Intent to the selected Consultant and promptly notify all other Consultants who have submitted proposals about the decision taken.
- 17.2 The consultants will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of contract in Section-6, within 15 days of issuance of the letter of intent,
- 17.3 The Consultant is expected to commence the Assignment/job on the date and at the location specified in the Part II Data Sheet.

18. Confidentiality:

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.

INSTRUCTIONS TO CONSULTANT

Part-II

DATA SHEET

Sl. No.	Ref of ITC	Particulars
1.	2.2	Name of the Employer: Jharkhand Zoo Authority, Ormanjhi, RANCHI, Jharkhand
2.	2.2	Name of the Assignment/job is: Selection of Consultant for the Consultancy Services towards “ Preparation of Detailed Project Reports (DPRs), Bid Documents, Assistance in Bid Process Management, and Monitoring & Supervision for Development of Modern Zoos at Giridih and Dumka, Jharkhand ”.
3.	2.5	A pre-proposal meeting will be held: Yes Date and Time: - 11/10/2025 at 11.30 hours Venue: Jharkhand Zoo Authority, Ormanjhi, RANCHI – 835219.
4.	14.4	Date & time and other details for submission of proposal/ bid: Deadline Date and Time: 08/11/2025 till 15.30 hours. Address for submission and opening of proposal: Jharkhand Zoo Authority, Ormanjhi, RANCHI – 835219, Jharkhand (Technical Proposal- one original and one copy. Financial proposal one original. Both technical and financial proposal sealed separately superscripted on cover of the each envelop as “Technical Proposal” & “Financial Proposal” and both the sealed Technical and financial proposals put in a single envelop superscripted as “ Technical & Financial Proposal ” of the consultancy services for “Preparation of Detailed Project Reports (DPRs), Bid Documents, Assistance in Bid Process Management, and Monitoring & Supervision for Development of Modern Zoos at Giridih and Dumka, Jharkhand”) ITC Clause 14.2.1 is being replaced with the following new Clause: 14.2.1 In the case of a Consortium, Proposal submission letters shall be signed by all members so as to be legally binding on all members or by an authorized representative who has a written power of attorney signed by each member’s authorized representative. The submission letters and the power of attorney shall be part of the Technical Proposal.
5.	2.5	The Employer’s representative is: Member Secretary, Jharkhand Zoo Authority Name & Address: Jharkhand Zoo Authority, Ormanjhi, RANCHI – 835219, Jharkhand.
6.	2.6	The Employer will provide the following inputs and facilities: (a) All required background materials/Guidelines/Manuals required for execution of the Assignment.

		<p>(b) Facilitate the contact details and initial coordination with all stakeholders related to the assignment.</p> <p>(c) Office Space at Jharkhand Zoo Authority, Ormanjhi, RANCHI with proper internet facility.</p> <p>(d) Any other document/support as required for the assignment.</p>
7.		The Employer envisages the need for continuity for downstream work: Yes
8.	8.1	Proposals must remain valid for 90 days from the date of opening of technical proposal.
9.	4.1	<p>ITC Clauses 4.1 and 4.2 are replaced with the following and a new Clause 4.3 is added:</p> <p>4.1 The Consultant may submit a request seeking clarification of any part of the RFP no later than date specified here in the RFP i.e. deadline for submission of request seeking clarifications is the date prior to the date of pre-proposal meeting through email at <i>jharkhandzooauthority@gmail.com</i>. The request for clarifications should be submitted in the format given at Annexure-2 below.</p> <p>Requests for clarifications submitted through any other medium shall not be entertained. Response of the employer shall be uploaded on the website of the employer. Should the employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>4.1.1 At any time before the proposal submission deadline, the employer may amend the RFP by issuing an amendment on the website. The amendment shall be binding on all participating Consultants.</p> <p>4.1.2 If the amendment is substantial, the employer may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals. The consultants cannot withdraw the proposals after the deadline for submission of proposals.</p>
10.	9.3 (b)	The estimated number of professional staff-months required for the Assignment/job is: As per the attached Terms of Reference.
11.	9.4	<p>The formats of the Technical Proposal to be submitted are:</p> <p>Form Tech 1: Letter of Proposal submission</p> <p>Form Tech 2 : Consultant's organization & experience</p> <p>Form Tech 3 : Comments & suggestions on TOR</p> <p>Form Tech 4 : Approach & Methodology and Work Plan</p> <p>Form Tech 5 : Team composition</p> <p>Form Tech 6 : Curriculum vitae</p> <p>Form Tech 7: Staffing Schedule</p> <p>Form Tech 8 : Work Schedule</p> <p>Form Tech 9: Comment / modification suggested on draft contract.</p> <p>Form Tech 10: Information regarding any conflicting activities and declaration thereof.</p> <p>Form Tech 11: Bid Security Declaration</p> <p>Form Tech 12: Undertaking regarding restriction on procurement from a bidder of a country which shares land border with India.</p>
12.		Training is a specific component of this Assignment/job: No
13.	11.1	Consultant to state the cost in Indian National Rupees only.
14.	12	The Bidder shall furnish Bid Security of ₹. 40,000/- (Rupees Forty

		Thousand Only) in form of Bank Guarantee from a scheduled bank in favour of Jharkhand Zoo Authority along with duly signed Form Tech - 11. The Bid Security of unsuccessful bidders shall be returned promptly upon the successful Bidder's furnishing of the Performance Security.
15.	15.4	<p>Evaluation Criteria: Criteria, sub-criteria, for evaluation of Technical Proposals have been prescribed:</p> <p>Detailed Pre-qualifications/ Responsiveness Criteria and Evaluation Criteria is mentioned at Annexure-1 at the end of Datasheet.</p>
16.	15.7	<p>Method of Selection: Quality and Cost Base Selection (QCBS)</p> <ul style="list-style-type: none"> - Minimum Marks for Technical Qualification – 70 marks. - The technical quality of the proposal will be given a weightage of 70% - The method of evaluation of technical qualification will follow the procedure given in para 15.4 above (Annexure-1) - The financial proposal of only those consultants who qualify technically will be opened. The proposal with the lowest cost may be given a financial score of 100 and the other proposal given financial score that are inversely proportionate to their prices. The financial proposal shall be allocated weight of 30%. For working out the combined score, the employer will use the following formula: <p>Total points = $T(w) \times T(s) + F(w) \times LEC / EC$, where</p> <p>T (w) stands for weight of the technical score. T (s) stands for technical score F (w) stands for weight of the financial proposal EC stands for Evaluated Cost of the financial proposal. LEC stands for Lowest Evaluated Cost of the financial proposal.</p> <p>The proposals will be ranked in terms of total points scored. The proposal with the highest combined score (H-1) will be considered for award of contract and will be called for negotiations, if required.</p>
17.	17.3	Expected date for commencement of consulting Assignment/job: January, 2026
18.	17.3	Location for performance assignment / job: Ranchi.

TECHNICAL EVALUATION CRITERIA: CRITERIA, SUB-CRITERIA, FOR EVALUATION OF TECHNICAL PROPOSALS

I. Prequalification/ Responsiveness Criteria:

The bidder must submit/ comply with following requirements, otherwise shall be considered as Non-Responsive and will not be taken further for detailed technical evaluation.

1. Technical proposal must not contain any financial information/financial proposal should not be part of the technical proposal.
2. Requisite signed Bid Security Declaration in the company's letterhead in the format given under Form Tech-10 of RFP to be submitted.
3. Submission of the wrong type of Technical Proposal will result in the Proposal being declared as non-responsive. All required technical forms of the technical proposal must be submitted.

II. Selection Criteria: Broad Scoring and Marking Criteria:

S. No.	Evaluation and Scoring Criteria	Maximum Marks	Supporting Documents to be Submitted to Substantiate the Fulfillment of Criteria
I	<p>Specific Experience of the Firm/ bidder relevant to the assignment Experience of implementing similar types of assignments in consonance with the ToR attached as Annexed with this document.</p> <p>Marks to be awarded based on number and relevance of past completed projects: Preparation of DPRs for public parks, eco-tourism zones, or ecological restoration projects, Smart City projects or similar urban infrastructure projects, Rejuvenation of ponds, lakes, or rivers, Riverfront development projects.</p> <p>5 Marks Per Project maximum up to 20 Marks</p>	20 Marks	<p>Information to be provided as per Form Tech 2. Documents to be enclosed-</p> <p>i. Copies of contracts with detailed ToR of assignments and;</p> <p>ii. Completion or acceptance certificate by the clients or CA certificate (with UDIN) with details of completion of assignments and receipt of final payment for the respective assignments.</p>
II	<p>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs) - Qualitative assessment based on Demonstration of understanding of the requirements through providing:</p>	30 marks	
(a)	<p>Understanding of Objectives and detailed Approach and Methodology [will assess quality and whether the proposed methodology is clear, responds to the TORs]</p>	15	Information to be provided by the Agency in Form Tech- 4
(b)	<p>Work plan- Qualitative assessment based on proposed timelines/ work plan, dependencies and milestones and will assess whether work plan is realistic and implementable Innovation, sustainability, and CZA compliance integration</p>	10	To be elaborated by the Agency in Form Tech 4 and 8
(c)	<p>Organisation and staffing: Organisation background, proposed structure of team composition and assigned roles/ responsibilities [Overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts will be assessed]</p>	5	To be elaborated by the Agency in Form Tech 2, 4 and Form Tech 5

S. No.	Evaluation and Scoring Criteria	Maximum Marks	Supporting Documents to be Submitted to Substantiate the Fulfillment of Criteria
III	Resource Profile **	50 Marks	
	Key Experts' qualifications and competence for the Assignment		Key Experts CVs to be provided as per Form Tech 6
01	Team Leader <ul style="list-style-type: none"> • Postgraduate in relevant field (Planning/Engineering/Management) – 20% • ≥15 years' experience including managing DPR consultancy assignments – 40% • Experience in Smart City, Zoo, Eco-tourism, or Infrastructure DPRs – 40% 	15 marks	
02	Civil Engineer <ul style="list-style-type: none"> • B.Tech/M.Tech (Civil) – 20% • ≥10 years of DPR/design execution in infrastructure or public space projects – 40% • Experience in public park/zoo/eco-tourism/campus infrastructure – 40% 	10 marks	
03	Architect <ul style="list-style-type: none"> • B.Arch/M.Arch with COA registration – 20% • ≥5 years of DPR/design execution in infrastructure or public space projects – 40% • Experience in landscape, zoo design, or public facility architecture – 40% 	10 marks	
04	Environmental Analyst <ul style="list-style-type: none"> • Postgraduate in Environmental Science/Engineering or related – 20% • ≥5 years of DPR/design execution in infrastructure or public space projects – 40% • Experience in EIA, EMP, eco-restoration, biodiversity projects – 40% 	5 marks	
05	Zoo Analyst <ul style="list-style-type: none"> • Relevant degree in Zoology, Wildlife Sciences, or Veterinary – 20% • ≥10 years of DPR/design execution in infrastructure or public space projects – 40% • Experience in zoo operation planning, CZA compliance, animal habitat design – 40% 	10 marks	

Format for submission of REQUEST FOR CLARIFICATIONS

Sl. No.	Referred Para with exact content of RFP	Reference Page no. of RFP	Query/Suggestions from Bidders, seeking clarifications
01			
02			
03			
04			

Section 3: Technical Proposal - Standard Forms

FORM TECH-1

LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To: [Name and address of Employer]

Dear Sir,

We, the undersigned, offer to provide the consulting Assignment/job for *[Insert title of Assignment/job]* in accordance with your Request for Proposal dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph 8 of the Part II Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours sincerely,

initials]:

Authorized Signature *[In full and*

Name and Title of Signatory:

Name of Firm:

Address:

FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc.] This should not include marketing materials / collaterals

B - Consultant's Experience

[Using the format below, provide **information on each Assignment/job** for which your firm/ or Consortium/ Association firm (if any), was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job (If possible, the employer shall specify exact assignment / job for which experience details may be submitted).

1	Name of similar Project	
1.1	Approx. value of the contract (in Rupees):	
1.2	Duration of Assignment/job (months): Start date End Date	
1.3	Name of Employer/ Funding Agency/ Awarding Agency:	
1.4	Name and designation of Nodal Officer, Address of the Employer/ Funding Agency/ Awarding Agency:	
1.5	Brief Description of Project	
1.6	Brief Description of Services Provided	
1.7	No. of respondents covered under the project	
1.8	Geographic coverage	

1.9	Name of associated Consultants, if any:	
-----	---	--

Note: For each project, please provide documentary evidence as mentioned at Annexure-1: Technical Evaluation Criteria: Criteria, Sub-Criteria, For Evaluation of Technical Proposals, 2) Selection Criteria: Broad Scoring and Marking Criteria. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

FORM TECH-3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE EMPLOYER.

A - On the Terms of Reference

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point and incorporated in your Proposal.]

B - On Inputs and Facilities to be provided by the employer

[Comment here on Inputs and facilities to be provided by the Employer according to Paragraph 6 of the Part II Special information to consultants including: administrative support, office space, Domestic transportation, equipment, data, etc.

FORM TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT:

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- (a) Technical Approach and Methodology,
- (b) Work Plan, and
- (c) Organization and Staffing,

(a) **Technical Approach and Methodology.**

- i. Understanding about the assignment
- ii. Overall Approach
- iii. Methodology (Provide detailed steps)

(b) Work Plan. The consultant should **propose and justify** the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

(c) Organization and Staffing. The consultant should **propose and justify** the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.]

FORM TECH-5

TEAM COMPOSITION AND TASK ASSIGNMENT

1. Experts to be Deployed by the Agency (Key resources)

Sr. No.	Name of Staff	Area of Expertise	Position assigned	Internal (On Organization payroll)/ External staff (Contractual/Consultant)	Task assigned for this job
01					
02					
03					

2. Other Experts to be Deployed and Non Key Resources:

Sr. No.	Designation/Proposed Position	Internal (On Organization payroll)/ External staff (Contractual/Consultant)	Brief experience of Resource and Area of Expertise	Task assigned for this job
01				
02				

FORM TECH-6

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position:
[For each position of key professional separate form Tech-6 will be prepared]:
2. Name of Firm:
[Insert name of firm proposing the staff]:
3. Name of Staff:
[Insert full name]:
4. Date of Birth:
5. Nationality:
6. Education:
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
7. Membership of Professional Associations:
8. Other Training:
9. Countries of Work Experience:
[List countries where staff has worked in the last ten years]:
10. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
11. Employment Record:
[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]:

To Year]:

Employer:

Positions held:
12. Detailed Tasks Assigned
[List all tasks to be performed under this Assignment/job]
13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staffs have been involved, indicate the following information for those Assignments/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

Place:

[Signature of staff member or authorized
representative of the staff]

[Full name of authorized representative]:

FORM TECH-7

STAFFING SCHEDULE

Sl. No.	Name of Staff	Staff Input (in the form of a bar chart)												Total Months
		1	2	3	4	5	6	7	8	9	10	11	12	
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														

Note:

- 1 For Key experts and other professionals, the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: data entry, clerical staff, etc.).
- 2 Months are counted from the start of the Assignment. For each staff indicate separately staff input for home and field work.

FORM TECH-8

WORK SCHEDULE

Sl. No.	Activity	Staff Input (in the form of a bar chart)												Total Weeks
		1	2	3	4	5	6	7	8	9	10	11	12	
1.														
2.														
3.														
4.														
5.														
6.														
7.														
8.														
9.														
10.														
11.														

- 1 Indicate all main activities of the Assignment/job, including delivery of reports (e.g.: inception, interim, draft and final reports), and other benchmarks such as Employer approvals. For phased Assignment/jobs indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

FORM TECH-9

COMMENTS / MODIFICATIONS SUGGESTED ON DRAFT CONTRACT

[Here the consultant shall mention any suggestion / views on the draft contract attached with the RFP document. The consultant may also mention here any modifications sought by him in the provisions of the draft contract. This information shall be used at the time of the negotiations. However, the Employer is not bound to accept any/all modifications sought and may reject any/all such request of modification.]

FORM TECH-10

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF:

Are there any activities carried out by your firm or group/ company which are of conflicting nature as mentioned in para- 5 of section 2. If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, our associate / group firm are not indulged in any such activities which can be termed as the conflicting activities under para- 5 of the section 2. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

initials]:

Authorized Signature [In full and

Name and Title of Signatory:

Name of Firm:

Address:

FORM TECH-11

BID SECURITY DECLARATION

[to be submitted in the bidder company's letter head and signed by authorised signatory]

We hereby declare that if we withdraw or modify our bid during the period of validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline defined in the request for proposals (RFP) document, our company/agency will be suspended/debarred for three (3) years period of time from being eligible to submit Bids/Proposals for contracts with Jharkhand Zoo Authority, Ranchi and our Bid Security shall be forfeited by Jharkhand Zoo Authority.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

FORM TECH-12

UNDERTAKING REGARDING RESTRICTION ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA

[to be submitted in the bidder company's letter head and signed by authorised signatory as per Instruction to Consultants, Clause No 3.3]

I/We hereby declare that we have **read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India** and on sub-contracting to contractors from such countries. I/We certify that our Organization _____ (add name and address of registered office of bidder / consortium partner, if any) is not from such a country, or if from such a country, has been registered with the Competent Authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the competent authority **(wherever applicable, evidence of valid registration by the Competent Authority shall be attached)**. I/We hereby certify that our organization fulfils all requirements in this regard and is eligible to be considered.

Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:

Section 4.

Financial Proposal - Standard Forms

(The Financial Forms should not be included by the Bidder as a part of the Technical Proposal. All Financial Forms under Section 4, must be submitted in a separate sealed envelope and marked as “Financial Proposal”)

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

The Member Secretary
Jharkhand Zoo Authority
Bhagwan Birsa Biological Park
Ormanjhi, RANCHI – 835 219, Jharkhand

Dear Sir,

We, the undersigned, offer to provide the consulting Assignment/job for *[Insert title of Assignment/job]* in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal. Our attached Financial Proposal is for the sum of *[Insert amount(s) in words and figures1]*. This amount is exclusive of the GST/taxes. We hereby confirm that the financial proposal is unconditional, and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

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

We remain,

Yours sincerely,

initials]:

Authorized Signature [In full and

Name and Title of Signatory:

Name of Firm:

Address:

FORM FIN-2

SUMMARY OF COSTS

Sl.No.	Particulars	Amount in figures (Rs.)	Amount in words (Rs.)
1	Cost of the financial proposal for DPR, estimate and Bid document preparation including: i. Remuneration ii. Reimbursable and any other Miscellaneous expenses		
2	Assistance in Monitoring & Supervision of Zoo development		
3	GST / Any other tax		
4	Total Amount (Rs.)		

NOTE:

- (a) Price quoted above includes all cost of execution of services as per Scope of Work (including resources).
- (b) Total financial proposal must match with total cost of Remuneration and Reimbursable and Miscellaneous expenses as quoted under Form Fin-3, Form Fin-4 and Form Fin-5 respectively.
- (c) Taxes Extra as applicable. Agencies to indicate applicable taxes. Any change in taxes will be made as per applicable law and rates.
- (d) Taxes will not be considered for evaluation purposes.

Authorized Signature

Name:

Designation.....

Name of firm:

Address:

FORM FIN – 3

BREAKDOWN OF REMUNERATION

(for details please refer to Note below)

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

S.No.	Name of Staff	Position	Man Month Rates (A)	Proposed Man Months (B)	Total Amount in Rupees. (A)*(B)
1	Key professionals *1				
2.	Non-Key staff				
3	Support Staff if any				
	Total				

*1 Key & Non Key Professionals are to be indicated by name

*2 Support Staff is to be indicated per category (e.g: Draftsman, Assistant etc.)

Total Remuneration =

Amount in Rs.

(Amount in Words) :

Note:

- 1) Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, Assistants etc.). Cost of Secretarial services, if any, will be indicated in form Fin-4.
- 2) Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5 & 7.

FORM: FIN-4

BREAKDOWN OF REIMBURSABLE AND MISCELLENIOUS EXPENSES

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. **This Form shall not be used as a basis for payments under Lump-Sum contracts**

(Note: Reimbursable expenses will be quoted only for work related travel outside the place of work decided by the employer in the data sheet. It can also include travel from the Headquarter of the consultant to the place of work).

Sl.No	Particulars	Unit Rate	Quantity (staff months)/number	Amount
Reimbursable expenses will be indicated only for work related travel				
1	Travel expense flights/Train	Trip		
2	Miscellaneous travel expenses	Trip		
3	Subsistence allowance	Day		
4	Local transportation costs			
5	Office rent/ accommodation/ clerical assistance			
Miscellaneous Expenses (It will include only such expenses which are directly chargeable to the assignment/job)				
6	Secretarial staff			
7	Office equipment			
8	Preparation of reports / deliverables.			
	Total			

Total Reimbursable and miscellaneous expenses: =

Total amount in Rs.

Amount in words:

FORM: FIN-5

BREAKDOWN OF ASSISTANCE IN BID PROCESS MANAGEMENT, MONITORING & SUPERVISION OF ZOO DEVELOPMENT EXPENSES

Description	Unit Rate in INR (Per day per person)	Estimated No. of Man-Days	Total in INR (2) X (3)
(1)	(2)	(3)	(4)
Assistance in Monitoring & Supervision of Zoo development	<i>[to be filled by bidder]</i>	20	<i>[to be filled by bidder]</i>

Note :-

- (a) The Unit rate includes all expenses about remuneration, travel expenses, per diem, equipment, report preparation etc.
- (b) The estimated number of Man-Days in column (3) above is of indicative nature. It may vary based on requirement of Jharkhand Zoo Authority. However, bidders are requested not to change this figure.
- (c) The Member Secretary, Jharkhand Zoo Authority shall issue a request letter as per need via email for providing required manpower indicating type of expert required with expected Man-Days.
- (d) This assistance shall be required at Ranchi, Dumka and Giridih.

**Consultant's Representations Regarding Costs and Charges
(Model Form I)**

(Expressed in INR)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remune ration Rate per month	Social Charges	Overhead	Subtota l	Profit	Away from Home Office Allowanc e	Propose d Fixed Rate per Working Month	Propose d Fixed Rate per Month

Section 5: Terms of Reference

TERMS OF REFERENCE

Terms of Reference (ToR) for the Consulting Services for Preparation of Detailed Project Reports (DPRs), Bid Documents, Assistance in Bid Process Management, and Monitoring & Supervision for Development of Modern Zoos at Giridih and Dumka, Jharkhand

A. Introduction

Bhagwan Birsa Biological Park, Ranchi is a conservation-focused zoological park that was established on 26.01.1994 by the erstwhile Govt. of Bihar in a notified Protected Forest in Chakla village, Ormanjhi block, Ranchi district. The zoo was named after Birsa Munda, a legendary tribal freedom fighter of Chotanagpur area where in he is revered as 'Bhagwan' and hence the name of this zoo "Bhagwan Birsa Biological Park". The zoological park is dedicated to preserving biodiversity, educating the public, and promoting sustainable wildlife conservation practices. Nestled on 104 hectares in the heart of the capital city, the zoo is a rich in diversity of Flora and Fauna with undulating topography with natural dry deciduous Sal forests & water bodies in and around it. The park is situated on both the sides of National Highway 33, at about 20 kms from the Ranchi city, the capital of Jharkhand. The part of the park on the northern side of the NH is the botanical section consisting of an area of 23 Ha, while the larger part of the park on the other side of NH is the zoological section or the main Zoo spread over an area of 81 Ha. of area.

Bhagwan Birsa Biological Park Initially the zoo was recognised as a small zoo but in the year 2013 it was upgraded to a medium zoo by the Central Zoo Authority. The zoo had been under the direct management of state government up to 23.10.2009. The park is pride of Jharkhand and is one of the major tourist attractions, with an annual foot fall of about 8 lakhs.

B. ESTABLISHMENT OF TWO MODERN ZOOS IN DUMKA AND GIRIDIH DISTRICTS OF JHARKHAND:

(a) Dumka

It is proposed to establish a zoo at Dumka as a new and ambitious project under Dumka Division. As of now, a total area of 116.35 hectares (287.50 acres) has been identified for establishment of zoo. However, this description of land may vary based upon actual field conditions at the time of DPR preparation.

(b) Giridih

It is proposed to establish a zoo at Giridih as a new and ambitious project under Giridih East Forest Division. As of now, a total area of 68.21 hectares has been identified for establishment of zoo. However, this description of land may vary based upon actual field conditions at the time of DPR preparation.

C. Objective

C.1.

The Jharkhand Zoo Authority (JZA), functioning under the aegis of the Forest, Environment & Climate Change Jharkhand Zoo Authority, Ranchi, Government of Jharkhand, has proposed the establishment of modern zoos at **Giridih and Dumka**. These zoos are envisioned to be developed in accordance with the guidelines of the Central Zoo Authority (CZA), with a strong focus on wildlife conservation, eco-tourism, education, and research.

The objective is to create world-class zoological facilities that offer conservation-oriented visitor experiences, while contributing to biodiversity protection, community awareness, and local employment generation.

C.2.

To achieve this, the Government of Jharkhand has earmarked land parcels at both locations for the development of modern zoological parks and associated tourism infrastructure.

C.3.

The Jharkhand Zoo Authority (JZA) now intends to engage a reputed and experienced consultancy firm for the preparation of **Detailed Project Reports (DPRs)** for both sites. The DPRs should be **technically sound, financially/commercially viable**, and fully **compliant with the guidelines issued by the Central Zoo Authority (CZA)**. The scope also includes the preparation of tender documents, assistance in bid process management, and support in monitoring and supervision during project execution and asset handover.

C.4. Main Objectives of the Proposed Zoos at Giridih and Dumka:

- (a) To promote **eco-tourism and environmental awareness** through sustainable wildlife-based attractions.
- (b) To support **wildlife conservation**, including scientific breeding and rehabilitation of endangered and rescued species.
- (c) To establish centres for **wildlife education, research**, and community engagement.
- (d) To create facilities for the **rescue, care, and rehabilitation** of sick, injured, or seized wild animals.
- (e) To develop **training infrastructure** for forest and zoo personnel on wildlife rescue, man-animal conflict mitigation, and animal management.
- (f) To provide **nature-based recreation and educational opportunities** to the public.
- (g) To generate **local employment and livelihood opportunities** through tourism-linked activities.
- (h) To develop **zoo safari and interpretation experiences** that aligns with global best practices in animal welfare and visitor engagement.

C.5. Major Components Proposed in the Zoos:

On the identified project lands at Giridih and Dumka, the following components are expected to be developed:

- (a) Entry Plaza, Ticketing Zone, Visitor Parking and Administrative Complex
- (b) Zoological Enclosures and Habitats designed as per CZA standards
- (c) Nature Interpretation Centre (NIC) of international standards
- (d) Safari Zones (Herbivore, Carnivore, Bird Safari etc.)
- (e) Night Safari and attractions such as musical fountain shows
- (f) Wildlife Research, Training and Rescue Facilities
- (g) Public amenities like restaurants, souvenir shops, toilets, drinking water etc.
- (h) Environmental infrastructure (renewable energy use, waste and water management)
- (i) Landscaping and biodiversity parks
- (j) Peripheral fencing, boundary walls, internal roads and support infrastructure

C.6.

With a view to inviting tenders for project implementation, JZA intends to appoint a **Consultant** to prepare a **comprehensive DPR** for each location that is:

- (a) Technically feasible
- (b) Financially and commercially viable
- (c) Acceptable to CZA and compliant with its latest norms
- (d) Supported by detailed designs, cost estimates (to be vetted by competent authorities like CPWD/PWD), and statutory compliance needs
- (e) Capable of forming the basis for EPC or DBOT model tenders

The Consultant shall also support the JZA in **bid process management, contractor selection, and monitoring during execution**, up to the **successful handover** of project components.

C.7.

The proposed projects are expected to be developed with sustainable and revenue-generating models, thereby minimizing operational dependency on public funds. The DPRs should be grounded in **thorough market research, demand assessment, revenue modelling, and long-term financial viability analysis**, including clear projections and investment frameworks. The final documents must ensure that the zoos will offer significant **educational, recreational, and ecological value** to visitors—both domestic and international.

D. SCOPE OF WORK FOR THE PROJECT

D.1. Objective

The objective of the assignment is to assess the suitability of the identified project sites at **Giridih and Dumka** for the development of modern zoos, propose appropriate project components and layout, and evaluate the financial viability. The Detailed Project Reports (DPRs) shall provide a comprehensive analysis of technical feasibility, revenue potential, demand estimation, and other critical factors.

D.2. Scope of Services

The Consultant shall be responsible for delivering the following services, but not limited to:

- (a) DPR preparation
- (b) Bidding process management,
- (c) Onsite monitoring during execution of construction contract
- (d) Extend support to JZA on contract management

D.3. Technical Feasibility

D.3.1. Site Understanding and Investigations:

- (a) Detailed site appraisal and reconnaissance surveys.
- (b) Conducting contour mapping, topographical surveys, soil investigations, and other required technical assessments.

- (c) SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis of the site.
- (d) Evaluation of suitability for proposed zoo infrastructure and associated tourism facilities.

D.3.2. Tourist Traffic Assessment:

- (a) Analysis of existing and potential domestic, regional, and international tourist traffic.
- (b) Catchment area and demand forecasting.

D.3.3. Market & Demand Analysis:

- (a) Assessment of market trends, visitor expectations, and comparable zoo projects.
- (b) Identification of revenue streams including entry fees, safari rides, merchandise, F&B, etc.

D.3.4. Proposed Product Mix:

Recommendations for project components such as animal enclosures, safaris, interpretation centres, eco-tourism zones, etc., based on ecological, educational, and tourism potential.

D.3.5. Infrastructure Planning:

- (a) Preliminary layout and master planning.
- (b) Identification of required support infrastructure (roads, utilities, waste management, etc.).

D.3.6. Environmental Considerations:

- (a) Preliminary environmental assessment, including alignment with applicable laws and CZA guidelines.
- (b) Integration of sustainability features and green infrastructure.

D.3.7. Disaster Risk and Safety Planning:

Risk assessment and preparation of a disaster management and animal safety plan.

D.3.8. Preliminary Cost Estimates:

Estimation of capital investment, phasing of works, and operating costs.

D.3.9. Project Management Framework:

Suggesting implementation strategy, institutional framework, and key roles/responsibilities.

D.3.10. DPR Approvals:

The DPR shall be prepared in line with the latest CZA guidelines and should be acceptable to the competent authority.

D.4. Financial Feasibility

The Consultant shall undertake a comprehensive financial analysis, including:

- (a) Estimation of capital expenditure (CAPEX) and operation & maintenance costs (OPEX).
- (b) Revenue projections based on visitor footfall and services.
- (c) Viability gap assessment, if applicable.

- (d) Development of a sustainable business model including PPP/EPC/Hybrid options.
- (e) Identification of potential funding sources and investment structuring.

E. DELIVERABLES, TIMEFRAME AND PAYMENT SCHEDULE

E.1. Timeline

- (a) Total duration for preparation of the DPRs and feasibility reports shall be **12 (twelve) weeks**, excluding the time taken by JZA in providing feedback or approvals.
- (b) Assistance in the bid process management shall span an additional **14 (fourteen) weeks**.
- (c) Need based assistance in contract management till the operationalization of both zoos.

E.2. Submission Format

The Consultant shall submit **7 (seven)** hard copies of draft reports and **10 (ten)** copies of the final reports along with editable soft copies (MS Word, Excel, AutoCAD, etc.).

E.3. Inception and Review

- (a) On commencement, the Consultant shall submit an **Inception Report** detailing project understanding, methodology, and work plan.
- (b) This shall be accompanied by a **PowerPoint presentation** before the Jharkhand Zoo Authority.

E.4. Deliverables and Timelines

S. No.	Deliverable	Details	Timeline
Phase I: DPR Preparation			
(a)	Inception Report	Methodology, site understanding, work plan, market survey plan	Within 1 week of commencement
(b)	Draft DPR	Survey data, layout plan, technical & financial feasibility, preliminary cost estimates, concept designs	Within 4 weeks of commencement
(c)	Final DPR	Finalised DPR based on feedback from JZA and relevant authorities (including CZA), with presentation	Within 12 weeks of commencement
Phase II: Bid Process Management			
(d)	Draft RFP Document	Preparation of tender documents for project implementation	Within 6 weeks of Final DPR
(e)	Bid Support	Participation in pre-bid meetings, response to bidder queries, preparation of meeting minutes	As per bid schedule

E.5. Payment Schedule

S. No.	Milestone / Deliverable	Payment (% of total consultancy fee except fee during assistance phase)
(a)	Submission of Inception Report	10%
(b)	Submission of Feasibility Report	20%
(c)	Submission of Draft DPR	30%
(d)	Submission and acceptance of Final DPR by Authority / Department	30%
(e)	Support during Bid Process Management	10%

Section 6. STANDARD FORM OF CONTRACT

Consultant's Services

Lump Sum

CONTRACT FOR CONSULTANTS' SERVICES
Lump-Sum Contract

between

Jharkhand Zoo Authority,
Ormanjhi, RANCHI – 835 219
Jharkhand

and

Date: _____

I. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made on the _____ day of the month of _____, 2025, between **Jharkhand Zoo Authority, Ormanjhi, RANCHI – 835219 Jharkhand** (hereinafter called the “Employer”), of the First Part and, *{Name of Consultant}* (hereinafter called the “Consultant/agency”) of the Second Part.

WHEREAS

- (a) the Consultant, having represented to the “Employer” that he has the required professional skills, personnel and technical resources, has offered to provide in response to the RFP Notice dated _____ issued by the Employer.
- (b) the “Employer” has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

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

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

Appendix A: Description of Services
Appendix B: Reporting Requirements
Appendix C: Staffing schedule
Appendix D: Contract Cost
Appendix E: Duties of the “Employer”
Appendix F: Duties of the Consultant
Appendix G: Technical Proposal of Consultant

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

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

Signed by -----

For and on behalf of *{Name of employer}*

[_____]

In presence of (Witness)-

Signature-Name and Designation:

For and on behalf of *{Name of consultant}*

[.....]

In presence of (Witness):

Signature-

Name and Designation:

II. General Conditions of Contract.

1. GENERAL PROVISIONS

1.1 **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 for the time being.
- (b) “Consultant” means any private or public entity that will provide the Services to the “Employer” under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Day” means calendar day.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) “Foreign Currency” means any currency other than the currency of the “Employer’s” country.
- (g) “GC” means these General Conditions of Contract.
- (h) “Government” means the Government of India
- (i) “Local Currency” means Indian Rupees.
- (j) “Member” means any of the entities that make up the consortium/association; and “Members” means all these entities.
- (k) “Party” means the “Employer” or the Consultant, as the case may be, and “Parties” means both of them.
- (l) “Personnel” means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).
- (m) “Reimbursable expenses” means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) “Third Party” means any person or entity other than the “Employer”, or the Consultant.
- (r) “In writing” means communicated in written form with proof of receipt.
- (s) “Lead Consultant/ Consortium/ Association of Consultants” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the Consortium, and where only Lead Member of the Consortium will be liable to the Client for the performance of the Contract.

1.2 Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “Employer” and the Consultant. The Consultant, subject to this Contract, has 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.

1.3 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

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

1.5 Notices

1.5.1 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 Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.6 Location: The Services shall be performed at such locations as are specified in **Appendix-A hereto** and, where the location of a particular task is not so specified, at such locations, as the “Employer” may approve.

1.7 Authority of Lead Partner: In case the Consultant consists of a consortium/ association of more than one entity, the Members hereby authorize the entity specified (Lead Consultant) in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the “Employer” under this Contract, including without limitation the receiving of instructions and payments from the “Employer”. However, each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.

1.8 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Employer” or the Consultant may be taken or executed by the officials specified in the SC.

1.9 Taxes and Duties: The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.10 Fraud and Corruption

1.10.1 Definitions: It is the Employer's policy to require that Employers as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- (a) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution.
- (b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract.
- (c) "collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels.
- (d) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract.

1.10.2 Measures to be taken by the Employer

- (a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation.
- (b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

1.10.3 Commissions and Fees

At the time of execution of this Contract, the Consultants shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract: This Contract shall come into force and effect on the date (the "Effective Date") of the "Employer's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

2.2 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 specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services: The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.5 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 by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations:

- (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- (b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, 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 disorder, earthquake, fire, explosion, storm, flood, pandemic, epidemic or other extreme 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 or by or of such Party’s Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- (c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract 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.

2.7.3 Measures to be Taken:

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the “Employer”, shall either:
 - (e) demobilize, or
 - (f) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.
- (g) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension: The “Employer” may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension. The Consultant shall be paid on actuals for the work performed till the time of suspension

2.9 Termination

2.9.1.1 By the “Employer”: The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause GC 2.9.1.1.

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) 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 becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing

Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Consultant, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- (f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- (g) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.
- (h) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (i) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence the “Employer” shall give a not less than thirty (30) days’ written notice of termination to the Consultants, and sixty (60) days’ in case of the event referred to in (h).

2.9.2 **By the Consultant:** The Consultant may terminate this Contract, by not less than thirty (30) days’ written notice to the “Employer”, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

- (a) If the “Employer” fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the “Employer” fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- (d) If the “Employer” is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the “Employer” of the Consultant’s notice specifying such breach.

2.9.3 **Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 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 GC 3.3 hereof, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

- 2.9.4 **Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant 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 Consultant and equipment and materials furnished by the “Employer”, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.
- 2.9.5 **Payment upon Termination:** Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the “Employer” shall make the following payments to the Consultant:
- (a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination.
 - (b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.
- 2.9.6 **Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

- 3.1.1 **Standard of Performance:** The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser 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.

3.2 **Conflict of Interests:** The Consultant shall hold the “Employer’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 **Consultant not to benefit from Commissions, Discounts, etc.:**

- (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its 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 payment.
- (b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the Consultant shall comply with the Employer’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Employer”. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the “Employer”.

3.2.2 **Consultant and Affiliates Not to Engage in Certain Activities:** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project.

3.2.3 **Prohibition of Conflicting Activities:** The Consultant 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 business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 **Confidentiality:** Except with the prior written consent of the “Employer”, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 **Insurance to be Taken out by the Consultant:**

- (a) The Consultant shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, 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 coverages specified in the SC, and
- (b) 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.

3.5 Accounting, Inspection and Auditing: The Consultant

- (a) 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 changes and costs, and the bases thereof, and
- (b) shall periodically permit the “Employer” or its designated representative and/or the Employer, and up to five years from 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” or the Employer, if so required by the “Employer” or the Employer as the case may be.

3.6 Consultant’s Actions Requiring “Employer’s Prior Approval: The Consultant shall obtain the “Employer’s prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in Appendix C.
- (b) Subcontracts/ Sub-contracting: Sub-contracting is not allowed under this contract. However, in any case the Consultant want to subcontract field work relating to the Services, the same should be carried out to an extent and with such experts as may be approved in advance by the “Employer”. Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the “Employer” to be incompetent or incapable or undesirable in discharging assigned duties, the “Employer” may request the Consultant to provide a replacement, with qualifications and experience acceptable to the “Employer”, or to resume the performance of the Services itself.

3.7 Reporting Obligations: The Consultant 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. Final reports shall be delivered in CD ROM/ pen drive in addition to the hard copies specified in said Appendix.

3.8 Documents Prepared by the Consultant to be the Property of the “Employer”:

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the “Employer” under this Contract shall become and remain the property of the “Employer”, and the Consultant 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 Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request.. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the “Employer’s prior written approval to such agreements, and the “Employer” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.9 Equipment, Vehicles and Materials Furnished by the “Employer”: Equipment, vehicles and materials made available to the Consultant by the “Employer” or purchased by the Consultant wholly or partly with funds provided by the “Employer”,

shall be the property of the “Employer” and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the “Employer” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the “Employer”’s instructions. While in possession of such equipment, vehicles and materials, the Consultant, 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.

Equipment and Materials Provided by the Consultants: Equipment or materials brought into the Government’s country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. CONSULTANTS’ PERSONNEL AND SUB-CONSULTANTS

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

4.2 Description of Personnel:

- (a) The title, agreed job description, minimum qualification, and estimated period of engagement in the carrying out of the Services of each of the Consultant’s Key Personnel are as per the consultant’s proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the “Employer”, his/her name is listed as well.
- (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant 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 GC 6.1(b) of this Contract. Any other such adjustments shall only be made with 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 Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel: The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the “Employer”. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the “Employer” for review and approval a copy of their Curricula Vitae (CVs). If the “Employer” does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the “Employer”.

4.4 Removal and/or Replacement of Personnel:

- (a) Except as the “Employer” may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant 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 Consultant shall, at the “Employer’s written request specifying the grounds therefore, 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, 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”. The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant 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.

4.5 Resident Project Manager : If required by the SC, the Consultant shall ensure that at all times during the Consultant’s performance of the Services a resident project manager, acceptable to the “Employer”, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE “EMPLOYER”

5.1 Assistance and Exemptions: Unless otherwise specified in the SC, the “Employer” shall use its best efforts to ensure that the Government shall:

- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- (b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits, and any other documents required for their stay in India.
- (c) 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.
- (d) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to

the Consultant 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 GC 6.1(b).

5.3 Services, Facilities and Property of the “Employer”:

- (a) The “Employer” shall make available to the Consultant and its 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.
- (b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services .

5.4 Payment: In consideration of the Services performed by the Consultant under this Contract, the “Employer” shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 Counterpart Personnel:

- (a) If necessary, the “Employer” shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Consultant’s advice, if specified in Appendix E.
- (b) Professional and support counterpart personnel, excluding “Employer”’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

6.1 Total Cost of the Services

- (a) The total cost of the Services payable is set forth in Appendix D as per the consultant’s proposal to the Employer and as negotiated thereafter.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment: All payments shall be made in Indian Rupees.

6.3 Terms of Payment The payments in respect of the Services shall be made as follows:

- (a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC 13.
- (b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the consultant without further delay.
- (c) Final Payment : The final payment as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the “Employer”. The Services shall be deemed completed and finally accepted by the “Employer” and the final report and final statement shall be deemed approved by the “Employer” as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the “Employer” unless the “Employer”, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the “Employer” has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the “Employer” within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the “Employer” for reimbursement must be made within twelve (12) calendar months after receipt by the “Employer” of a final report and a final statement approved by the “Employer” in accordance with the above.
- (d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the consultant and the consultant has made presentation to the CMC / Employer (Mention this if presentation is required) with / without modifications to be communicated in writing by the Employer to the consultant.
- (e) If the deliverables submitted by the consultant are not acceptable to the Employer / CMC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer’s right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Employer.
- (f) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.
- (g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.
- (h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such

details, the remuneration shall be calculated based on the man month rate as specified. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

7.1 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.

7.2 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 a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3. Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. LIQUIDATED DAMAGES / PENALTY

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed **[10]%** of the total value of the contract as specified in Appendix D.

9.3 The liquidated damages or penalty on payment shall be applicable under following circumstances:

- (a) If due deliverables are not submitted/completed as per schedule as specified in SC 13, the Consultant shall be liable to pay **2%** of the total invoiced amount of due deliverable for delay of each week or part thereof. The submission of partial/unsatisfactory deliverables shall not be considered for payment.
- (b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Employer within 15 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to **2%** of total invoiced amount of due deliverable for every week or part thereof for the delay.

9.4 If there is anticipated delay in the submission/ completion of deliverables as per contract timelines which is beyond the control of the consultant, the consultant should promptly inform employer about same with proper justification for delay in achieving the defined milestone and request for reasonable extension of timelines for the same or extension of time period of the contract. The employer/ CMC will assess such request from the consultant and provide reasonable extension of timelines, if appropriate. The extended time period for submission of deliverables/ milestone shall be considered only upon written approval of the employer.

10. MISCELLANEOUS PROVISIONS

- (a) “Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (b) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (c) The Contractor/Consultant shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

- (d) Each member/constituent of the Contractor/Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract. However, over all responsibility of completion of services under contract and reporting to JZA lies with Lead Partner only. JZA will not coordinate with any consortium partners/associate and sub-contractor for their services under contract.
- (e) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (f) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant.
- (g) The Contractor/ Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- (h) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (i) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/Consultant) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

I. Special Conditions of Contract:

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	<p>The addresses are:</p> <p>“Employer”: Jharkhand Zoo Authority, Ormanjhi, RANCHI Jharkhand Attention: _____ E-mail: _____</p> <p>“Consultant”: _____ Attention: _____ Email: _____ Phone: _____</p>
2	1.7	Not Applicable
3	1.8	<p>The Authorized Representatives are:</p> <p>For the “Employer”: _____ Email- _____ Phone: _____</p> <p>For the Consultant: _____ Email: _____ Phone: _____</p>
4	2.1	Effectiveness of Contract: from the date of Signing of the contract by both parties
5	2.2	The time period for Termination of Contract for Failure to Become Effective shall be one month
6	2.3	The time period for Commencement of Services shall be fifteen (15) days from the date of signing of the contract
7	2.4	<p>The Total Contract time period shall be _____ from the date of Commencement of Services.</p> <p>Further extension of the contract shall be considered with mutual agreement of both the parties, depending upon need for continuance of the assignment, delay in completion of project due to Force Majeure (COVID/emergency situation) & performance of the agency.</p>
8	3.4	<p>Limitation of the Consultants’ Liability towards the “Employer”:</p> <p>(a) Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</p> <ol style="list-style-type: none"> i. for any indirect or consequential loss or damage; and ii. for any direct loss or damage that exceeds the total value of the Contract.

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		<p>(b) This limitation of liability shall not;</p> <ul style="list-style-type: none"> i. affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services. ii. be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "Applicable Law". <p>Notwithstanding anything to the contrary, the Consultant's aggregate liability shall be limited to the value of the contract.</p>
9	3.4	The consultant shall be responsible for taking all necessary insurance coverage as per standard law/ norms for the execution of the project, including but not limited to; Professional liability insurance, Third Party motor vehicle liability insurance, Third Party liability insurance, Client's liability and workers' compensation insurance in respect of the experts and Sub-consultants etc., whichever applicable. The employer shall not be responsible for any such risk and insurance involved in the project.
10	4.6	-NA-
11	{5.1}	-
12	6.1 (b)	The ceiling in local currency is: Rs. _____ excluding GST (Rs. _____). The detailed break-up of contract cost is provided at Appendix-D.
13	6.3	<p>Payment Terms:</p> <p>Payment will be made based on following milestone achieved, as per frequency specified below upon submission of valid invoice along with supporting documents as specified in the TOR</p> <p>*Performance Bank Guarantee: The Agency shall submit a Performance Security of the amount equivalent to 5% of the total contract value in the form of a Bank Guarantee issued by a nationalized/scheduled bank located in India and acceptable to the Jharkhand Zoo Authority. The minimum validity of the performance security should be _____ from the date of signing of the contract.</p> <p>The PBG must be submitted to Employer within 21 days of the signing of the contract.</p>

14	6.3	Bank Account of Consultant: Bank Account name: _____ Bank Account No: _____ Name& Address of Bank: _____ IFSC code: _____
15	8.3	The Arbitration proceedings shall take place in Ranchi, Jharkhand

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES (Terms of Reference)

APPENDIX B - REPORTING REQUIREMENTS

APPENDIX C – STAFFING SCHEDULE

Note: Man-months/weeks proposed above is indicative and all proposed key professional shall be available for the entire contract period as per the requirement of the assignment

APPENDIX D – TOTAL COST OF SERVICES (Lumps-sum)

I. Summary of Costs

Sl. No.	Particulars/ Cost Head	Amount (Rs.)
1	i. Remuneration	
	ii. Reimbursable and any other Miscellaneous expenses	
	Cost of the financial proposal (i+ii)	
2	Total Amount- rounded off (Rs.)	
3	GST @%	
4	Total Amount including GST (Rs.)	
5	Assistance fee for Monitoring & Supervision of Zoo development (Per Man-Day)	

II. Breakdown of Renumeration

Sr. No.	Name of the Staff	Position	Man Month Rate (A)	Proposed Man Month (B)	Total Amount (A*B)
			(in INR)	(in INR)	(in INR)
	1A. Key Professional				
1					
2					
3					
4					
5					
6					
7					
	1B. Non Key Professional				
8					
9					
10					
11					
12					
	Total				

III. Breakdown of Reimbursable and Miscellaneous Expenses

[illegible]

APPENDIX E - DUTIES OF THE “EMPLOYER”

The “Client” is expected to assist:

- To provide timely feedback on deliverables and provide approvals as per the agreed timelines.
- JZA shall facilitate access to the requisite data for candidates required for study.
- To provide support in case of any emergencies (COVID breakout, earthquake or any other natural calamity)

APPENDIX G - TECHNICAL PROPOSAL OF THE “CONSULTANT”

Technical Proposal of the Consultant is available separately both with the employer and the consultant and is considered as integral part of the contract.