Department of Urban Development, Housing and Local Self Government Government of Rajasthan, Jaipur

No. TPR 1520/ZDP/Emp./2019 3032

6 MAR 2010 Dated: 05.03.19

EXPRESSION OF INTEREST FOR

"Empanelment of Consultants"

for preparation of Zonal Development Plans and Other Planning Services/Projects

Department of Urban Development, Housing and Local Self Government, Government of Rajasthan intends to prepare a panel of consultants for "Preparation of Zonal Development Plans" and other Planning Services/Projects as per requirement of Development Authorities/Urban Improvement Trusts/Urban Local Bodies/Other Government Agencies. Expression of interest is hereby invited from experienced and reputed consultants having experience in Master Plans/Zonal Plans/Sector Plans etc. and who can take up the work from physical survey using latest Drone technology/DGPS survey/total station survey for mapping, collection of data, existing land use, superimposition of revenue maps with geo-referencing and preparation of proposal of Zonal Development Plans as per relevant statutes and directions of Hon'ble High Court in CW (PIL) No. 1554/2004 and other Planning Services/Projects.

Selection of consultants and award of work will be as per following:

- Empanelment of consultants after technical evaluation.
- Invitation of financial bids amongst empaneled consultants.
- Rationalization of Rates/Rate contract.
- Selection of "Dedicated consultants" for towns.

The "Dedicated Consultants" will also be engaged for other planning services/project woks related to "Prashasan Shahron ke Sang Abhiyan" which is proposed to be launched in coming months.

The consultancy firms/companies fulfilling the eligibility criteria and requirements as given in Terms of Reference, can submit their proposal along with details and Demand Draft of Rs. 25,000/- as processing fee (Non-refundable) payable to the following address: -

> Office of the Chief Town Planner Nagar Niyojan Bhawan, Opp. Birla Mandir, J.L.N. Marg, Jaipur-302004 (Rajasthan)

TOR and other details are available on the website:

sppp.rajasthan.gov.in.

http://urban.rajasthan.gov.in/content/raj/udh/en/UDH/town-planning-department/tenders/tenders.html

For further details, contact: Mr. Ankur Dadheech, Mobile No.+918447119125

(R.K. Vijayvargia)

Chief Town Planner,

Government of Rajasthan, Jaipur

Email: ctprajasthan19@gmail.com



Department of Urban Development, Housing and Local Self Government, Govt. of Rajasthan, Jaipur

Bidding Document

for

"Empanelment of Consultants" for preparation of Zonal Development Plans and Other Planning Services/Projects

Year: 2019-2020

Office of Chief Town Planner, Govt. of Rajasthan, Nagar Niyojan Bhawan, Opp. Birla Mandir, J.L.N.Marg, Jaipur-302 004.

Email: ctprajasthan19@gmail.com

Empanelment of Consultants

(OPEN COMPETITIVE BIDDING)

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Office of The Chief Town Planner,
Nagar Niyagan Bhavan, Opp. Birla Bhawan,
J.L.N. Marg, Jaipur-302004 (Rajasthan)
Ph. No. 0141-2563702, Office e-mail: ctprajasthan19@gmail.com

Invitation to Submit Request for Proposals

No: TPR: 1520/ZDP/Emp./2019 Jaipur, 05.03.2019

Request for Proposal (RFP) is hereby invited for consultancy services for "Empanelment of Consultants" for preparation of Zonal Development Plans and Other Planning Services/Projects in the manner and method prescribed below.

The ULB's/any other Govt. agency concerned shall obtain services from the empaneled consultants for the preparation of the Zonal Development Plans, Planning Projects and making available Urban Planners and GIS specialists as per the requirement of the respective ULB/Govt. agency and as per provision under rules depending upon the size and nature of the project.

The State Govt. after obtaining technical offers from the consultants and after evaluation of technical profiles, the consultants shall be empaneled. The State Govt. shall then obtain financial offers to rationalize rate for Consultancy Services, which shall act as rate contract. In furtherance of this process, the State Govt. may also allocate towns to the empaneled consultants based on their capacity of handling the projects. The ULB's and other agencies shall be directed to award projects on such rationalized rates, directly without involving further tendering, to the empaneled consultants. The empaneled consultant shall also provide the services of Urban Planners, GIS Specialists, AutoCAD operators on fixed remuneration as approved by the State Govt., to handhold the work in ULB's and Town Planning Department as per their requirements.

The RFP includes the following:

Section I - Instructions to Consultants (enclosed/attached herewith)

Section II – Bid Data Sheet (enclosed/attached herewith)
Section III - Bidding Forms (enclosed/attached herewith)

Section IV - Terms of Reference (enclosed/attached herewith)

The evaluation and qualification criteria and procedure of evaluation of proposals and award of Contract are included in Instructions to Consultants.

- 1. Bid documents can be downloaded from portal (http://sppp.rajasthan.gov.in/ or http://urban.rajasthan.gov.in/content/raj/udh/en/UDH/town-planning-department/tenders/tenders.html), the price of documents included in the processing fee.
- 2. Prebid meeting will be held on 25th March,2019 at 3.00 PM. in the Office of Chief Town Planner, Nagar Niyojan Bhawan, Opp. Birla Temple, J.L.N. Marg, Jaipur.
- 3. The filled up Proposal Document along with the processing fee of Rupees 25,000/-(Rupees Twenty Five thousand only) in favor of Executive Director, RUDSICO payable at Jaipur (Non refundable) as per RFP in the form of bank demand draft of a scheduled bank in India may be submitted.

- 4. The sealed proposals (only Technical bid) shall be submitted in the office of Chief Town Planner, Rajasthan, Jaipur. upto 5:00 PM on the 08.04.2019.
- 5. The sealed proposals (only Technical bid) shall be opened at 3.00 PM on the 09.04.2019 in the presence of consultants or their representatives.
- 6. The department has the right to accept or reject all or any of the bid without assigning any reason whatsoever.

(R.K. Vijayvargia)

Chief Town Planner, Rajasthan, Jaipur

Section I: Instructions to Consultants

Section I: Instruction to Consultants

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Instructions to Consultants:-

The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" [hereinafter called the Act] and the "Rajasthan Public Procurement Rules, 2012" [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal http://sppp.rajasthan.gov.in. Therefore, the Consultants are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the procurement process. If there is any discrepancy between the provisions of the Act and the Rules and this Request for Proposals Document, the provisions of the Act and the Rules shall prevail.

Definit	tions		
S.No	Particulars	Clause	Description
1.1		1.1.1	"Act" means the Rajasthan Transparency in Public Procurement Act, 2012.
		1.1.2	"Client" means Urban Development Department, Government of Rajasthan on behalf of Urban Local bodies who will empanelled the selected Consultant for the Services and after empanelment of consultants, "Client" means Urban Local Bodies with which the selected consultants signs the contract for the services.
		1.1.3	"Consultant" means the Bidder i.e. a registered firm/company/society that may provide the Services to the various Urban Local Bodies of the State.
		1.1.4	"Contract" means the Contract signed by the Parties and all the attached documents and the appendices.
		1.1.5	"Bid Data Sheet (BDS)" means such part of the Instructions to Consultants used to reflect specific assignment conditions.
		1.1.6	"Day" means a calendar day.
		1.1.7	"Government" means the Government of Rajasthan.
		1.1.8	"Instructions to Consultants (ITC)" means the document which provides Consultants with information needed to prepare their Proposals.
		1.1.9	"Personnel" means professionals and support staff provided by the Consultant and assigned to perform the Services or any part thereof.
		1.1.10	"Proposal" means the Technical Proposal submitted by the Consultant.
		1.1.11	"RFP" means the Request For Proposals prepared by the Client for the selection of Consultants.
		1.1.12	"Services" means the work to be performed by the Consultant.

G.N.		1.1.13	"Terms of Reference" (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment. "Urban Local Body" (ULB) means the Development Authority, Urban Improvement Trust and municipalities of the State of Rajasthan.
S. No	Particulars	Clause	Description
2.	Introduction	0.1.1	
2.1		2.1.1	The Client named in the Bid Data Sheet will select consulting firm/organisation (the Consultant) in accordance with the method of selection specified in the Bid Data Sheet.
		2.1.2	This RFP consists of the following documents: Section I: Instruction to Consultants (ITC) Section II: Bid Data Sheet (BDS) Section III: Bidding Forms Section IV: Terms of Reference (TOR)
		2.1.3	The Consultants are invited to submit a Technical Proposal, as specified in the Bid Data Sheet, for consulting services required for the assignment named in the Bid Data Sheet.
		2.1.4	Consultants should familiarise themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-bid conference as specified in the Bid Data Sheet. Attending the pre-bid meeting is optional. If there is Any query, clarifications, suggestions made on the RFP document the same should reach the client latest by two days before the date of pre bid meeting. Only one person per firm to be allowed for pre bid
			meeting.
		2.1.5	The ULB will timely provide at no cost to the Consultants the inputs and facilities specified in the Bid Data Sheet after execution of agreement.
		2. 1.6	Consultants shall bear all costs associated with the preparation and submission of their proposals. The

S. No.	Particulars	Clause	Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time without assigning any reason and without thereby incurring any liability to the Consultants. Description
3	Conflict of In	terest, etc.	•
3.1		3.1.1	In addition to the provisions of Rule 81, the Procuring Entity requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
			The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of the Procuring Entity. Without limitation on the generality of the foregoing, Consultant and any of their affiliates, shall be considered to have a conflict of interest and shall not be hired, under any of the circumstances set forth below:
	Conflicting activities	3.1.1.1	A consultant that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods, works or non consulting service resulting from or directly related to the firm's consulting services for such preparation or implementation.
	Conflicting assignments	3.1.1.2	Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. 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 a Client in the privatisation of public assets shall not purchase, nor advise purchasers of, such

		assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.
Conflicting relationships	3.1.1.3	A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract.
	3.1.2	Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
	3.1.3	No agency or current employees of the Client shall work as Consultant under their own organisation. Recruiting former employees of the Client to work for their former organisation is acceptable subject to compliance of requirements of respective service rules and provided no conflict of interest exists. When the Consultant nominates any serving government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.
Unfair Advantage	3.1.4	Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client 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.
Code of Integrity	3.1.5.1	 The Consultants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Any person participating in the procurement process shall,-

Santian	1.	Instructions t	to Concu	Itanta
Section	1:	Instructions	ro Consu	itants

		a. not offer any bribe, reward or gift or any
		material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence
		the procurement process; b. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial
		or other benefit or avoid an obligation; c. not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the
		procurement process; d. not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
		e. not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement
		f. not obstruct any investigation or audit of a procurement process;
		g. disclose conflict of interest, if any; and h. disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other
		procuring Entity.
Breach of Code of Integrity by the Bidder	3.1.5.2	The Procuring Entity shall, notwithstanding anything to the contrary contained in this RFP, reject a Proposal without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any corrupt, fraudulent, coercive, undesirable or restrictive practices in the Selection Process. In such an event, the Procuring Entity shall, without prejudice to its any other rights or remedies under section 11(3), 46 and Chapter IV of the Act, forfeit and appropriate the Bid Security or any other Security as genuine preestimated compensation and damages payable to the Procuring Entity for, inter alia, time, cost and effort of the Procuring Entity in regard to the bid, including consideration and evaluation of such Consultant's Proposal.
	3.1.5.3	Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract.

3.2	Eligibility	3.2.1	A Consultant may be a private Entity, Government-owned Entity.
		3.2.2	A Consultant shall have the nationality of India.
		3.2.3	A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.
		3.2.4	A Consultant shall not be eligible to apply for this Services Contract in case it has been debarred by Government of Rajasthan or the Procuring Entity under section 46 of the Act or in case the assignment is being financed with the funds of a Development Partner, then by that Development Partner and such a directive is in effect at the time of the submission of this Proposal.
3.3	Pre- condition for applying	3.3.1	(i) The Consultant's organisation should have been in operations for at least last three years with the proof of incorporation/commencement of business.
			In case of a company/firm, Registration Certificate issued by Registrar of Companies along with Memorandum of Association (MOA) and Article of Association (AOA) be submitted.
			In case of a society, cooperative society, Registration Certificate issued under Societies Registration Act, Cooperative Societies Act along with copy of bye laws be submitted.
			In case of a partnership firm, Registration Certificate issued by Registrar of Firms along with power of attorney in favor of one partner duly signed by all the partners of the firm be submitted.
			Any other equivalent document in case of any other registered entity be submitted.
			(ii) GST Registration Certificate in the name of the Consultant be submitted.
3.4	Only one Proposal	3.4.1	The consultant shall submit only one proposal for empanelment in its own name and none of its members or individuals shall submit any other proposals. In case more than one proposal is found, than all the proposals shall stand disqualified.
3.5	Proposal Validity	3.5.1	The Bid Data Sheet indicates how long Consultants' Proposals must remain valid after the last date of

	1		
			submission of Proposals. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals. Proposal will be valid for a period as mentioned in bid data sheet.
3.6	Bid Securing Declaration/ Bid Security	3.6.1	For the empanelment of consultant, bid security is not required to enclose along with the technical proposal, however, every consultant shall have to deposit bid security declaration/bid security at the time of agreement with concerned Urban Local Bodies as per the Rajasthan Transparency in Public Procurement Rules, 2013.
3.7	Bid Processing Fee	3.7.1	For the empanelment of consultant, processing fee required to enclose along with the Technical Proposal as mentioned in bid data sheet.
S. No	Particulars	Clause	Description
4	Clarification	and Amen	dment of RFP Documents
4.1		4.1.1	Consultants may request a clarification of any of the RFP Documents up to the number of days indicated in the Bid Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Bid Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the Bid Documents as a result of a clarification, it shall do so following the procedure under clause 4.1.2.
		4.1.2	i. At any time before the submission of Proposals, the Client may amend the RFP Documents by issuing an addendum in

			writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. It shall also be uploaded on the State Public Procurement Portal and the Procuring Entity's web site, where available. ii. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals under due intimation to the Consultants who have been issued the RFP by the Procuring Entity and also by uploading it on its official website and State Public Procurement Portal. iii. The Consultants may submit a modified proposal to take into account the amendment of RFP, prior to deadline for submission of proposals.
S. No.	Particulars	Clause	Description
5	Preparation of		
5.1	General	5.1.1	The Proposal, as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language specified in the Bid Data Sheet.
		5.1.2	In preparing their Proposal, Consultants are expected to examine in detail the RFP document. Material deficiency in providing the information requested may result in rejection of a Proposal.
		5.1.3	While preparing the Technical Proposal, Consultants must give particular attention to the following:
		5.1.3.1	Alternative professional staff shall not be proposed, and at least two Curriculum Vitae (CV) may be submitted for each position.
		5.1.3.2	Documents as part of the bid, to be submitted by the Consultants for this assignment must be in the language specified in the Bid Data Sheet. It is desirable that the firm's Personnel have a working knowledge of the Client's national language.
5.2	Technical Proposal Format and Content	5.2.1	The Bid Data Sheet indicates the format of the Technical Proposal to be submitted. The Consultant is required to submit a Full Technical Proposal (FTP) as indicated in the Bid Data Sheet and using the

	Standard Forms provided in Section III of the RFP. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from 5.2.1.1 to 5.2.1.4. The recommended number of pages for the description of the approach, methodology and work plan has also been indicated. A page is considered to be one printed side of A4 or letter size paper.
5.2.1.1	The Technical Proposal should include: Brief description of the Consultants' organisation (approximately 2 Pages) and an outline of recent experience of consultancy firm/company in preparation of 3 completed similar assignments for Master Plan/City Development Plan/Zonal Development Plan/Sector Plan in the field of urban planning is required in Form TECH-2 of Section III or the consultancy firm/company having at least one key personnel having PG qualification in urban/regional planning with 5 years of experience in the field of Urban Planning or the key personnel retired from the post not below the rank of Senior Town Planner from Town Planning Department of any State/Centre is required in Form TECH-3 of Section III. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting
	firms cannot be claimed as the experience of the 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 if so requested by the Client.
5.2.1.2	CVs of the Professional staff shall be signed by the staff themselves and countersigned by the Consultant (Form TECH-3 Part-II of Section III).
5.2.2	The Technical Proposal shall not include any financial information. A Technical Proposal containing

			financial information may be declared as non responsive.	
			 The consultant shall submit the following along with Technical Proposal duly signed by authorized person: 1. TECH-1, TECH-2 & TECH-3 2. Declaration by the Bidder in compliance of section 7 of the Act. 3. Authorization Letter, if applicable (Clause 6.1.2 of ITC) 4. Instructions to Consultant (signed by authorized person), Section I of RFP. 5. Bid Data Sheet (signed by authorized person), Section II of RFP. 6. Terms of Reference (signed by authorized person), Section IV of RFP. 7. Bid Processing Fee DD in favor of Executive Director, RUDSICO payable at Jaipur. 8. Supplementary Documents for pre conditions for applying (as per Clause 3.3.1 of ITC). 9. Supplementary Documents for eligibility (as per Clause 3.2.1 of ITC) 10. Copy of the audited balance sheet for financial year 2012-13, 2013-14 & 2014-15. 	
5.3	Financial Proposals	5.3.1	For the empanelment of consultant, financial proposal is not required to submit along with the technical proposal. The financial proposals for the services as rate contract may be invited by the Client from amongst the empanelled bidders.	
5.4	Currencies of Proposal and Payments	5.4.1	The unit rates and the Prices shall be quoted by the Consultants entirely in Indian Rupees at the time of submission of financial bid and all payments shall be made in Indian Rupees as mentioned in Bid Data Sheet.	
5.5	Taxes	5.5.1	The Consultant and Experts are responsible for meeting all tax liabilities arising out of the Contract.	
6. Subr	6. Submission, Receipt and Opening of Proposals			
S.No.	Particulars	Clause	Description	
6.1	Submission, Receipt and Opening of Proposals	6.1.1	The original proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must sign such corrections. Submission letters for Technical Proposals should	

	respectively be in the format of TECH-1 of Section III.
6.1.2	The Consultant or a person authorised by the Consultants shall sign all pages of the original Technical Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. One original set of the Technical Proposal shall be submitted by the consultant as indicated in the Bid Data Sheet.
6.1.3	The Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal". This envelope shall bear the submission address, reference number and be clearly marked "Do Not Open, Before [insert the time and date of the submission deadline indicated in the Bid Data Sheet]". The Client shall not be responsible for misplacement, losing or premature opening if the envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection.
6.1.4	The proposal or its modifications must be sent by hand or by post to the address indicated in the Bid Data sheet & received by the Client no later than the time & the date indicated in the Bid Data sheet or any extension to the date. Any proposal received by the client after the deadline for submission shall be returned unopened.
6.1.5	The Client shall open the Technical Proposal at the time and place indicated in the Bid Data Sheet.
6.1.6	The Client's Proposals opening committee shall conduct the opening of the Technical Proposals in the presence of the Consultants or their authorised representatives who choose to attend in person on the opening date, time and the address as stated in the Bid Data Sheet.
6.1.7	At the opening of the Technical Proposals the following shall be read out: (i) the name and address of the Consultant (ii) the presence or absence of Proposal Processing Fee, (iii) any modifications to the Proposal submitted prior to proposal submission

			deadline; and (iv) any other information deemed appropriate or as indicated in the Bid Data Sheet.		
7. Prop	7. Proposals Evaluation				
S.No.	Particulars	Clause	Description		
7.1	General	7.1.1	From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, may result in the rejection of the Consultants' Proposal.		
			Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical Proposals.		
7.2	Evaluation of Technical Proposals	7.2.1	The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, specified in the Bid Data Sheet. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the required technical personnel and other criteria indicated in the Bid Data Sheet.		
			After the technical evaluation is completed, the Client shall inform those Consultants whose Technical Proposals did not meet the minimum eligibility criteria and minimum technical qualified personnel or were considered non responsive to the RFP and TOR.		
			The qualified consultants shall be empanelled according to the experience and qualification of the consultants as mentioned in Bid Data sheet and list of the same also be placed on the State Public Procurement Portal and client shall inform to all empanelled consultants.		
7.3	Empanelment of Consultants		The list of the successful consultants as mentioned in TOR will be submitted to State Government for further necessary action as per TOR.		

8. Award of Contract				
Clause	Description			
8.1.1	The ULB's/ any other Govt. agency concerned shall obtain services from the empaneled consultants for the preparation of the Zonal Development Plans, Planning Projects and making available Urban Planners and GIS specialists as per the requirement of the respective ULB/Govt. agency and as per provision under rules depending upon the size and nature of the project. After empanelment of consultants, the State Govt. shall then obtain financial offers to rationalize rate for Consultancy Services, which shall act as rate contract. In furtherance of this process, the State Govt. may also allocate towns to the empaneled consultants based on their capacity of handling the projects. The ULB's and other agencies shall be directed to award projects on such rationalized rates, directly without involving further tendering, to the empanelled consultants. The empaneled consultant shall also provide the services of Urban Planners, GIS Specialists, AutoCAD operators on fixed remuneration as approved by the State Govt., to handhold the work in ULB's and Town Planning Department as per their requirements. Urban Local Body shall inform the successful Consultant in writing, by registered post or email, that its Proposal has been accepted. If the issuance of formal letter of acceptance (LOA) is likely to take time, in the mean while a Letter of Intent (LOI) may be sent to the Consultant. The acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the Consultant given in the Proposal. In the written intimation of acceptance of its Proposal sent to the successful Empanelled Consultant, it shall also be asked to execute an agreement as per rule on a non judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, if applicable, within a period specified by the Urban Local Body. ULB shall promptly notify all Consultants who have submitted proposals about the acceptance of the			

			State Public Procurement Portal.
		8. 1.2	If the Consultant fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration within the specified time period, the ULB shall take action against the successful Consultant as per the provisions of the Act and the Rules. The Client may, in such case, cancel the previous award and new award may be given to other empaneled Consultant on same rates.
		8.1.3	The Consultant is expected to commence the assignment on the date and at the location specified by the ULB at the time of contract.
		8. 1.4	Type of consultancy contract with ULBs - Lump Sum Based Rate Contract.
8.2	Performance Security	8.2.1	Performance Security shall be solicited by the ULBs from the successful Consultant except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them. The amount of Performance Security shall be as per RTPP Rule,2013. The currency of Performance Security shall be Indian Rupees.
		8.2.2	Performance Security shall be furnished to ULBs in one of the following forms: a) Deposit through eGRAS; or b) Bank Draft or Banker's Cheque of a Scheduled Bank in India; or c) National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of the Procuring Entity with the approval of Head Post Master; or d) Bank guarantee. It shall be in the form given in Section VC, Contract Forms, issued by a Scheduled Bank in India; or e) Fixed Deposit Receipt (FDR) of a Scheduled Bank in India. It shall be in the name of the

			Procuring Entity on account of Bidder and discharged by the Bidder in advance. The Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand to the Client without requirement of consent of the Consultant concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit. Performance Security furnished in the form of a document mentioned at options (b) to (e) above shall remain valid for a period of sixty days beyond the date of completion of the services and all contractual obligations of the Consultant.
		8.2.3	 (a) Forfeiture of Performance Security: Amount of Performance Security in full or part may be forfeited in the following cases:- (b) when the Consultant does not execute the agreement in accordance with ITC Clause 8.1 [Award of Contract] within the specified time; after issue of letter of acceptance of offer; or (c) when the Consultant fails to commence the Services as per Letter of Award within the time specified; or (d) when the Consultant fails to complete the Services satisfactorily within the time specified; or (e) when any terms and conditions of the contract is breached; or (f) to adjust any accepted dues against the Consultant from any other contract with the Procuring Entity; or (g) if the Consultant breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and ITC Clause 3.1. (h) Notice of reasonable time will be given in case of forfeiture of Performance Security. (i) The decision of the concerned ULB in this regard shall be final.
8.3	Payments	8.3.1	All payments shall be made in Indian Rupees.
8.4	Mode of Payments	8.4.1	Prescribed charges as approved by the ULB for the services to be carried out by the consultants will be deposited by the incumbent to the ULB along with the

Section I: Instructions to Consultants

Appendix A: Procedure of Appeals

Section I: Instructions to Consultants

1. Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in ITC Clause 11.1 within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- 2. The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- 3. If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in ITC Clause 11.1 in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

4. Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

5. Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

6. Fee for filing appeal

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

Section I: Instructions to Consultants

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

7. Procedure for disposal of appeal

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

Annexure

FORM No. 1 [See rule 83]

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

Appeal Before		st / Second	Appellate Authority)
	Particulars of appellant: i. Name of the appellant: ii. Official address, if any: iii. Residential address:		
2.	Name and address of the respo i. ii.	ndent(s):	

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a

Date _____

statement of a decision, action or omission of the Procuring Entity in contravention to the provisions

of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

(Supported by an affidavit)

7. Prayer:

Appellant's Signature

Section I: Instructions to Consultants

Section II: Bid Data Sheet

ITC clause Reference	
2.1.1	The Procuring (Empanelling) Entity (Client) for Technical Proposals with full address: The Chief Town Planner, Rajasthan on behalf of Department of Urban Development, Housing & Local Self Govt., Rajasthan Address: Office of The Chief Town Planner, Nagar Niyojan Bhavan, Opp. Birla Mandir, J.L.N. Marg, Jaipur, Rajasthan
	Method of selection: As per Rule No. 31 of RTPP Rule,2013
	The Procuring Entity (Client) for Agreement with full address: Jaipur/Jodhpur/Ajmer Development Authority Urban Improvement Trust (All in Rajasthan) Municipal Corporation/Council/Board (All in Rajasthan)
2.1.3	Technical Proposal Name of the assignment is: "Empanelment of Consultants" for preparation of Zonal Development Plans and Other Planning Services/Projects
2.1.4	The Pre-Bid conference will be held, the time and date will be:3:00 PM on the 25.03.2019 other details are: Only one person per firm to be allowed for pre proposal conference.
	Name and Designation of the convener: Shri R.K. Vijayvargia, Chief Town Planner, Rajasthan, Jaipur. Address: Office of The Chief Town Planner, Nagar Niyojan Bhavan, Opp. Birla Mandir, J.L.N. Marg, City: Jaipur PIN Code:302004 Telephone No. with STD Code: 0141-2563702 Email address: ctprajasthan19@gmail.com
2.1.5	The Client (Urban Local Body) will provide the following inputs and facilities: (i)Master Plan report of the concerned town (ii)Sector Plan/Approved Scheme /Approved Layout Plan. (iii)Building Byelaws of the concerned town. (iv)Other relevant documents available in the ULBs required for processing of

	technical matters. (v)Suitable space for sitting, if required.		
3.2	Whether Joint Ventures are permitted to submit Proposals (Yes/No): No		
3.5.1	Proposals for empanelment of consultants must remain valid for <u>90</u> days after the last date for submission.		
4.1.1	Consultants may request a clarification of any of the RFP Documents up to the number of days 16 days before the proposal submission date i.e. upto two days before pre bid meeting (22 March,2019). For clarification purposes only, the Procuring Entity's (Empanelling) address is: Attention (Name with Designation): Shri R.K. Vijayvargia, Chief Town Planner, Rajasthan Address: Office of The Chief Town Planner, Nagar Niyojan Bhavan, Opp. Birla Mandir, J.L.N. Marg, City: Jaipur PIN Code:302004 Telefax No. with STD Code: 0141-2563702 Email address: ctprajasthan19@gmail.com		
5.1.1	Proposals shall be submitted in the English language.		
5.2.1.1	The format of the Technical Proposal to be submitted is: Technical Proposal TECH-1: Technical Proposal submission form TECH-2: Consultants organization and experience TECH-3: Curriculum Vitae (CV)		
5.4.1	The Price for the Services shall be expressed in Indian Rupees		
	The payments shall be made in Indian Rupees		
6.1.2	Consultant must submit Technical Proposal in one original set.		
6.1.4	 i. The proposal or its modifications must be sent to the Procuring Entity's (Empanelling) address: Attention: Shri R.K. Vijayvargia, Chief Town Planner, Rajasthan Address: Office of The Chief Town Planner, Nagar Niyojan Bhavan, Opp. Birla Mandir, J.L.N. Marg, Jaipur PIN Code: 302004 Telephone No. with STD Code: 0141-2563702 Email address: ctprajasthan19@gmail.com Proposals must be submitted no later than the following date and time:08.04.2019 up to 5.00 PM. 		

6.1.5 & 6.1.6	The opening of Proposals shall take place at: Office of The Chief Town Planner, Nagar Niyojan Bhavan, Opp. Birla Mandir, J.L.N. Marg, Jaipur Date:09.04.2019 Time:3.00 PM					
7.2.1	The minimum requirement for empanelment of consultant of all types of services as mentioned in TOR shall be as follows: (a) General requirements:- For all categories of services documents					
	Co	required as mentioned in clause 3.3 and 5.2.1.1 of Instructions to the Consultants (b) Experience and other requirements-				
	Sr.	Criteria	Min.			
	No.					
	2.	Experience of consultancy firm/company in preparation of 3 completed similar assignments for Master Plan/City Development Plan/Zonal Development Plan/Sector Plan in the field of urban planning or the consultancy firm /company having at least one key personnel having PG qualification in urban / regional planning with 5 years of experience in the field of Urban Planning or the key personnel retired from the post not below the rank of Senior Town Planner from Town Planning Department of any State/Centre. Experience and Minimum Number of required Technical Personnel • Urban Planner having PG qualification • GIS Expert (Personnel with B.Plan shall also be considered)	2 nos (at least one of which having 2 yrs experience) 2 nos (Min. one dedicated to one city)			
	3.	Annual Turnover (last 3 years i.e. 2016-17, 2017-18 and 2018-19)	Rs.25 Lakh			
	con tab ret: abo qua 2- Co the for	e Consultancy firm/company shall furnish mpetent authority for completed projects required Town Planning officer, as the case made to the complete to the CV, experience certificate alification needs to be submitted. The property of audited balance sheet duly certified by year 2016-17 to 2017-18. Unaudited balance the year 2018-19 shall also be considered. The year during last 3 financial years shall be nover.	uired as per item no.1 of the ng with CV or LPC of the ng with CV or LPC of the ng be. For item no.2 of the and the certificate of the are calculated to the certificate of the certificate and the certified by CA The annual turnover of any			

	3- The consultancy firm/company shall have to procure requisite equipments viz. Drone/DGPS/Workstations and other computers as may be required to complete the task before award of actual work order and also has to establish an office at concerned town.		
	Note:- For empanelment of a consultant all the above mentioned requirements should be fulfilled. In absence of any of the requirement mentioned above, the consultant will not be empanelled.		
8.1.	The time period within which the successful Consultant shall have to submit Performance Security and sign the Contract Agreement after issue of LOA or LOI by the concerned ULB is: 15 days		
8.1.3	Expected location for commencement of consulting services are: concerned Urban Local Body of Rajasthan.		
8.1.4	The consultancy contract with ULB will be a: Lumpsum Rate Contract Based on the nature of work.		
8.2.1	Performance Security or Performance Security Declaration shall be required from the successful consultant. The amount of Performance Security shall be deposited in the concerned ULB.		
10.1	(a) UP to empanelment of consultants for technical bid matters:		
	The Designation and Address of the First Appellate Authority is Principal Secretary, Urban Development & Housing Department, Government of Rajasthan, Secretariat, Jaipur		
	The Designation and Address of the Second Appellate Authority is Additional Chief Secretary, Finance Department, Government of Rajasthan, Secretariat, Jaipur		
	(b) After empanelment of consultants for financial bid matters:		
	The Designation and Address of the First Appellate Authority is Concerned Commissioner of Development Authorities/Concerned Joint Secretary of Urban Development Department for UITs/Director Local Bodies for Municipalities		
	The Designation and Address of the Second Appellate Authority is Principal Secretary, Urban Development & Housing Department, Government of Rajasthan, Secretariat, Jaipur for Development Authorities & UITs/Secretary to Government, Local Self Government for Municipalities		

Section III: Bidding Forms

{Notes to Consultant shown in brackets { } throughout Section III provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

Checklist of Required Technical Proposal Forms

S. No.	FORM	DESCRIPTION	
1	TECH-1	Technical Proposal Submission Form.	
2	TECH-2	Consultant's Organization and Experience.	
	TECH-2A	A. Consultant's Organization	
	TECH-2B	B. Consultant's Experience	
3	TECH-3	Curriculum Vitae (CV) of all Key Personnels	
4		Declaration by the Bidder in compliance of section 7 of the	
		Act (Proforma attached)	

Bidding Forms

All pages of the original Technical Proposal shall be signed by the Consultant or the same authorised representative of the Consultant who signs the Proposal.

Form TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To
The Chief Town Planner,
Office of The Chief Town Planner,
Nagar Niyojan Bhavan, Opp. Birla Mandir,
J.L.N. Marg, Jaipur

Dear Sir,

We, the undersigned, offer to Empanelment of Consultants for Processing and Examination of Technical matters in various Urban Local Bodies of the State in accordance with your Request for Proposals dated ______. We are hereby submitting our Proposal, which includes this Technical Proposal sealed in an envelope.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and action may be taken against us under the provisions of the Act and the Rules.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet, Clause 3.5.1
- (c) We have no conflict of interest in accordance with ITC Clause 3.1
- (d) We meet the eligibility requirements as stated in ITC Clause 3.2 & 3.3, and we confirm our understanding of our obligation to abide by the Code of Integrity ITC Clause 3.1.5.1
- (e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted for Empanelment of Consultants for Processing and Examination of Technical matters in various Urban Local Bodies of the State, we are bound to participate in financial bidding process as per RFP.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain.

Bidding Forms

Government of Rajasthan Bidding Document- Consultancy Services (Open Competitive Bidding)

Yours sincerely,	
Authorized Signature {In full and initials}:	
Name and Title of Signatory:	
Name of Consultant (firm's/ company's name):	
In the capacity of:	
Address:	
Contact information (phone and e-mail):	

Form TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. For each assignment, the outline should indicate the names of the Consultant's Key Experts who participated, the duration of the assignment, the contract amount and the Consultant's role/involvement.

A - Consultant's Organization

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

B - Consultant's Experience

- 1. Experience of consultancy firm/company in preparation of 3 completed similar assignments for Master Plan/City Development Plan/Zonal Development Plan/Sector Plan in the field of urban planning or the consultancy firm /company having at least one key personnel having PG qualification in urban / regional planning with 5 years of experience in the field of Urban Planning or the key personnel retired from the post not below the rank of Senior Town Planner from Town Planning Department of any State/Centre.
- 2. List only those assignments for which the Consultant was legally contracted as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration	Assignment name/& brief description of main deliverables/ outputs	Country of	Approx. Contract value (in Indian Rupees equivalent)/ Amount paid to your firm	
{e.g., Jan.2017– Apr.2018}	{e.g., "Improvement of quality of": designed master plan for rationalization of; }	, country}		{e.g., Lead partner in a JV A&B&C}
{e.g., Jan- May 2017}	{e.g., "Support to sub-national government" : drafted secondary level regulations on}	, , ,	{e.g., INR 60 lakh/INR 60 lakh}	{e.g., sole Consultant}

FORM TECH-3

CURRICULUM VITAE (CV)

(please affix a recent passport size coloured photograph)

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

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

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

Period	Employing organization and your title/position. Contact in for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2009-present]	[e.g., Ministry/ Department of, advisor/consultant to For references: Tel/e-mail; Mr, Secretary/ Jt. Secretary/ Dy. Secretary]		

Government of Rajasthan	Bidding Form	
Bidding Document- Consultancy Services (Open Competitive Bidding)		
Membership in Professional Associations and Publications:		
Language Skills (indicate only languages in which you can work):		

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in	
TECH- 4 in which the Expert will	
be involved)	

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

Certification:

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

{day/month/year}	
Name of Expert Date	Signature
{day/month/year}	
Name of the Consultant or his Date Authorised Signatory (the same who signs the Proposal)	Counter Signature

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

Declaration by the Bidder

In relation to my/our Proposal submitted to(the Client) for procurement of in response to their Request for Proposals
No Dated I/we hereby declare under Section 7 of Rajasthan
Transparency in Public Procurement Act, 2012, that;
1. I/we possess the necessary professional, technical, financial and managerial resources and
1
competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and
the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our
affairs administered by a court or a judicial officer, not have my/our business activities
suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal
offence related to my/our professional conduct or the making of false statements or
misrepresentations as to my/our qualifications to enter into a procurement contract within a
period of three years preceding the commencement of this procurement process, or not have
been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding
Document, which materially affects fair competition;
Data: Signature of hidden
Date: Signature of bidder
Place: Name:
Designation:
Address:

Section –IV: Terms of Reference (TOR)

1. BACKGROUND:

In order to comply with the directions of The Hon'ble High Court in CW (PIL) No.1554/2004, to implement the Master Plans in their right earnest spirit, to give boost to planned development and in order to detail out the proposals pertaining to Master Plans, the State Government has taken a decision to prepare Zonal Development Plan for all towns of Rajasthan. These plans will serve and provide opportunities for integrated planning with focus on the unique characteristic of that zone. The Zonal Development Plans while detailing out the proposals of the Master Plan, will also provide for social and infrastructural facilities required in the zone and thus will act as a link between the Layout Plans and Master Plans.

Section IV: TOR

2. SELECTION OF EMPANELLED CONSULTANTS AND AWARD OF PROJECTS:

The ULB's/ any other Govt. agency concerned shall obtain services from the empaneled consultants for the preparation of the Zonal Development Plans, Planning Projects and making available Urban Planners and GIS specialists as per the requirement of the respective ULB/Govt. agency and as per provision under rules depending upon the size and nature of the project.

The State Govt. after obtaining technical offers from the consultants and after evaluation of technical profiles, the consultants shall be empaneled. The State Govt. shall then obtain financial offers to rationalize rate for Consultancy Services, which shall act as rate contract. In furtherance of this process, the State Govt. may also allocate towns to the empaneled consultants based on their capacity of handling the projects. The ULB's and other agencies shall be directed to award projects on such rationalized rates, directly without involving further tendering, to the empanelled consultants. The empaneled consultant shall also provide the services of Urban Planners, GIS Specialists, AutoCAD operators on fixed remuneration as approved by the State Govt., to handhold the work in ULB's and Town Planning Department as per their requirements.

3. PROCEDURE FOR SUBMISSION OF OFFERS BY CONSULTANTS FOR EMPANELMENT

3.1. Submission of Offers:

Offers shall be submitted in prescribed format attach with this document. The consultants are required to submit the format in soft copy and hard copy both. The Consultant can submit their Expression of interest for the consultancy service, subject to fulfillment of prequalification and eligibility criteria mentioned in this document. The Technical offers shall be submitted in sealed envelopes. Consultancy Firms / Companies shall only be considered for empanelment. Looking to the quantum of work and multidisciplinary tasks, no Individual consultant shall be considered for empanelment.

3.1.1. Technical Offer for Prequalification and eligibility criteria:-

The interested Consultant is required to submit requisite documents in support of their fulfillment of Prequalification and eligibility criteria for the consultancy services. Technical offer shall be opened on 09.04.2019 at 3.00 pm in presence of the consultants or their representatives, who wish to be present on the day.

Section IV: TOR

3.1.2. Envelope of Technical offer should also contain the following:

- A) Demand Draft of Scheduled bank of Rs. 25,000/-(Rupees Twenty Five thousand only) in favor of Executive Director, RUDSICO payable at Jaipur, as processing fee (Non refundable).
- B) Other documents/papers in support of Pre-Qualification Requirement and eligibility Criteria (PQR) are to be enclosed.
- C) CD containing all information (in word/excel format) as per the format.

3.1.3. Sealed Offers in accordance with the TOR must be submitted in the office of Chief Town Planner, Govt. of Rajasthan, Jaipur, by 08-04-2019 at 5:00 pm at the following address:

Chief Town Planner,
Office of Chief Town Planner, Govt. of Rajasthan,
Nagar Niyojan Bhawan,
Opp. Birla Mandir, J.L.N.Marg, Jaipur-302 004.
Email: ctprajasthan19@gmail.com

For further details contact: Mr. Ankur Dadheech, Mobile No.8447119125

3.2. Other terms & conditions for the Consultants:-

- 1. All offers and supporting documents shall be submitted in English.
- 2. All costs and charges, related to the offer, shall be expressed in Indian Rupees only and the total cost shall be inclusive of taxes & duties etc.
- 3. The cost and submission of the offer is entirely the responsibility of the consultants, regardless of the conduct or outcome of the tendering process.
- 4. Department of Urban Development Housing & Local Self Department, Government of Rajasthan, reserves the right to reject all or any of the offers without assigning any reason thereof.
- 5. Department of Urban Development Housing & Local Self Department, Government of Rajasthan / Concerned Local body / Urban improvement Trust / Development Authority / other agencies shall be free to award the work on approved rates to any of the empanelled consultant, which it considers suitable.
- 6. The empanelment of consultants does not provide any guarantee that work will be awarded to the consultant.

4. BROAD SCOPE OF WORK FOR CONSULTANCY SERVICES -

Section IV: TOR

4.1. Preparation of Zonal Development Plan

Town Planning Department of Rajasthan had prepared Master Plans for all the Towns/ Cities of the state. To implement these Master Plans in their right earnest spirit the State Government has taken a decision for preparation of Zonal Development Plans for all the cities and towns of Rajasthan. Consultancy services for preparation of Zonal Development Plans

4.1.1. Scope of work

Consultant shall complete the work related to preparation of Zonal Development Plans for the town in the close coordination with the Town Planning Department, Government of Rajasthan as per the stages defined below:

Stage-1: Preparation of detailed Zonal Base Map and collection of data

- a) A detailed Zonal Base Map shall be prepared using GIS based map prepared by M/s RAJCOMP Info Services Ltd. Rajasthan, Jaipur which shall be updated using Drone Technology for compact development, as required, and using total station/DGPS survey as required for scattered/outer development (ident will be done by the concerned Local Authority with the approval of Town Planning Department). The detailed Zonal Base Map in stage 1 shall indicate following features:-
 - All physical/natural features such as roads, railway lines, canal, river, water body, forest, existing development with uses, etc.
 - Alignment of all public utilities/services lines such as HT/LT lines, Gas, etc.
 - Contours at least on 10 meter interval (in case of hilly terrain or uneven slopes closer contours intervals needs to be provided).
 - All major landmarks of the zones.
 - all urban properties/uses situated within the Zone boundary along with existing land use.
 - Municipal and ward boundary.
 - any other information as may be required by the concerned Local Authority.

The map should be prepared at a scale of 1:4000 or as may be decided in consultation with the concerned officer of the Town Planning Department and shall be prepared in color. Legend and all other writing works/details on the Base Map shall be in both Hindi and English in the format as prescribed by the Town Planning Department.

b) The consultant shall collect following data / information in coordination with the ULB/concerned Department:

- Collection of Revenue Maps (preferably matrix sheet) and their digitization and superimposition on base map after geo-referencing.
- Collection, listing & mapping including superimposition of records related to commitments of Approved layout plans, 90-A/ 90-B orders, government land allotments, etc.
- Collection, listing & mapping including superimposition of records related to Government lands, ULBs Lands, Charagah Land, Forest Land, River, Water body, Hill, etc.
- Superimposition of Municipal/ward boundary on the base map.
- Any other data relevant to the assignment.

Stage-2: Ground verification of detailed Base Map.

The consultant shall facilitate ground verification of the base map and other information by the concerned Engineer, Town Planning Staff of ULB and concerned District Town Planner/concerned Assistant Town Planner and will also facilitate in Verification of revenue map superimposition to ULB from revenue authority.

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Stage3- Finalization of detailed Zonal Base Map and preparation of existing land use map (as existing on ground)

The consultant shall facilitate finalization of the draft Zonal Base Map verified at Stage–2 including preparation of existing land use at concerned Zonal /Regional office of the Town Planning Department and will also provide required technical manpower to Town Planning office.

Stage-4: Preparation of Plans showing variations and deviation of proposed land uses after Superimposition of Master Plan

The consultant shall prepare plans showing variations and deviation of proposed land uses after Superimposition of Master Plan land uses on the final existing land use map.

Stage-5: Preparation of Draft Zonal Development Plan.

To prepare the Draft Zonal Development Plan comprising of land use plan showing various land uses of the concerned zone along with existing and proposed road network, area for reservation of water bodies & forests, etc. as per revenue record and zones specific provisions, if any along with brief report. Zonal level facilities shall be assessed after analyzing the deficiency of respective zones which will be proposed preferably on the Government land available in the zone. The brief report shall also indicate changes in Master Plan and consequential minor changes, if any, after analyzing variation and deviations of proposed Master Plan land use which shall be done only after obtaining approval from competent level.

Stage-6: Inviting Objections/ Suggestions on Draft ZDP.

The consultant shall facilitate concerned ULB for obtaining technical approval of Town Planning Department on draft ZDP, and to invite objections/ suggestions on Draft Zonal Development Plan. The consultant shall also provide 25 number of hard copies along with soft copies of the Draft Zonal Development Plan report with maps.

Stage-7: Processing of Objections/ Suggestions.

The consultant shall facilitate the concerned ULB to document all the objections/suggestion received and to prepare a brief report of all the objections/suggestions with their site report, location on draft Zonal Development Plan. The consultant shall also assist in preparing the report of objections/suggestions along with proposed amendments if any and in finalization of draft Zonal Development Plan.

Stage-8: Finalization of objections/suggestions and technical approval of the Draft Zonal Development Plan.

After receipt of objections/suggestions report from ULB, the Town Planning Department shall examine and prepare final Zonal Development Plan along with the report. The report shall also contain details of any changes/modifications required, if any, in Master Plan due to ground

conditions etc. The Final ZDP will be sent to the ULB after technical approval. The consultant shall facilitate for completion of above work.

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Stage-9: Approval of the Zonal Development Plan by local authority.

The final Zonal Development Plan shall be submitted to concerned ULB for its approval as per law. The consultant shall incorporate any changes or modifications suggested by the competent authority. If any modification is required in the Master Plan then the same shall be forwarded to the State Government for its approval. The consultant shall facilitate for completion of above work.

Stage-10: Publication of Final Zonal Development Plan.

After competent approval the concerned ULB shall publish the Finally sanctioned Zonal Development Plan as prescribed in accordance with law. The consultant shall facilitate the publication and will also provide 25 hard copies and 100 soft copies in CD.

4.1.2. Other important Terms & Conditions:

- Concerned officer nominated by Town Planning Department shall be the Nodal Officer for coordinating with the consultant and with Local Bodies, other agencies and departments. The consultant is required to incorporate the suggestions given by Nodal Officer of Town Planning Department.
- 2. The consultant shall prepare and submit the Zonal Development Plan maps in both GIS and PDF format along with the report in MS Word and PDF format.
- 3. The consultants are required to submit all original soft and hard data such as satellite imageries, topo-sheets, survey maps, revenue maps, primary data, etc procured and used for the preparation of Base Map in original to the Nodal Officer of Town Planning Department.
- Consultant is required to submit the interim progress status periodically to ULB and Nodal Officer of Town Planning Department. Monitoring of the entire work shall be done by Nodal Officer of Town Planning Department.
- 5. Any difficulties/issues faced by the consultant should be immediately reported to Senior Town Planner of the Town Planning Office so as to avoid unnecessary delay in achieving the assigned Task.
- 6. All detailed materials required for the preparation of Zonal Development Plan is exclusive property of the ULB and Town Planning Department and cannot be used without permission for other uses.
- 7. The decision of State Government shall be final in all the matters of TOR including matters requiring interpretation, resolution of dispute, relaxation, etc.

4.1.3. Eligibility Criteria:

The minimum eligibility criteria for qualifying as consultant for Zonal Development Plan shall be as follows:

Sr. No.	Criteria	Min.
1.	Experience of consultancy firm/company in preparation of 3	-
	completed similar assignments for Master Plan/City	
	Development Plan/Zonal Development Plan/Sector Plan in	
	the field of urban planning or the consultancy firm	
	/company having at least one key personnel having PG	
	qualification in urban / regional planning with 5 years of	

	experience in the field of Urban Planning or the key personnel retired from the post not below the rank of Senior Town Planner from Town Planning Department of any State/Centre.	
2.	Experience and Minimum Number of required Technical Personnel • Urban Planner having PG qualification	2 nos (at least one of which having 2 yrs
	GIS Expert (Personnel with B.Plan shall also be considered)	experience) 2 nos (Min. one dedicated to one city)
3.	Annual Turnover (last 3 years i.e. 2016-17, 2017-18 and 2018-19)	Rs.25 Lakh

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Note:

- 1- The Consultancy firm/company shall furnish certificate issued from the competent authority for completed projects required as per item no.1 of the table or certified copy of original degree along with CV or LPC of the retired Town Planning officer, as the case may be. For item no.2 of the above table, the CV, experience certificate and the certificate of the qualification needs to be submitted.
- 2- Copy of audited balance sheet duly certified by CA may be submitted for the year 2016-17 to 2017-18. Unaudited balance sheet duly certified by CA for the year 2018-19 shall also be considered. The annual turnover of any one year during last 3 financial years shall be considered for maximum turnover.
- 3- The consultancy firm/company shall have to procure requisite equipments viz. Drone/DGPS/Workstations and other computers as may be required to complete the task before award of actual work order and also has to establish an office at concerned town.

4.2. Providing Services of Technical Manpower

Since the work is to be undertaken on the high priority it is also envisaged to strengthen the capacity of the Town Planning Department and Urban Local Bodies of the State. The empaneled consultants shall also provide services of technical manpower such as Urban Planners, GIS Experts and AutoCAD Experts at fixed remuneration as approved by the State Government. The "Dedicated Consultants" will also be engaged for other planning services/project woks related to "Prashasan Shahron ke Sang Abhiyan" which is proposed to be launched in coming months.

4.3. Other Planning Projects

Empanelled consultants may also be assigned with additional planning projects as per the requirement of concerned ULB. Projects such as Local Area Plan/Landscaping Plans/Transportation Plans, etc. of Urban Areas / Towns/ Villages including layout plans of various schemes like Residential, Commercial, Institutional etc. shall be considered under this category for which details would be provided separately.