

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

No.F.18(35)UDD/Sector Plan/2015

Dated: 07.6.18

**ORDER**

**Sub: Guidelines for the preparation of Zonal Development Plans.**

In supersession of guidelines issued earlier vide order No. F.18(35)UDH/Sector Plan/2015 dated 16.05.2018 and all previous orders issued in this regard, following unified revised guidelines are being issued which will be followed by all UITs and all Local Bodies for preparation of Zonal Development Plans.

The Zonal Development Plans for all the development authorities will be prepared by themselves and notified under the relevant provisions of their concerning Acts. For all other Class-I Cities (as per Census 2011) of Rajasthan Zonal Development Plans will be prepared by Local Bodies/ UIT's under supervision of Town Planning Department.

**1. Preparation of Zonal Development Plans**

The Zonal Development Plans will detail out the proposals of the Master Plan and thus will act as a link between the Layout plans and Master Plans. It may contain a zonal base map, existing land use map, land uses as per Master Plan, a road network plan and land reservations for water bodies & forests etc. as per revenue record and other specific provisions as per zone requirement, if necessary.

The Zonal Development Plans shall be prepared by the concerned UIT/Local Bodies either through consultant or in-house within a given time frame in consultation with the Town Planning Department as per the following mentioned stages:



### Stages for the preparation of Zonal Development Plan:

Stage	Stages for the preparation of Zonal Development Plan	Action by	Time Period (working days)
	Delineation of zone boundary	Town Planning Dept.	
Stage-1	(i) Preparation of detailed Zonal Base Map including existing land uses and collection of data.	Concerned ULB	30
	(ii) *Preparation of detailed property level Zonal base maps showing urban property/ land (non-agriculture) existing land use and collection of data for property situated within Municipal limits of the towns.	Concerned ULB	60
Stage-2	Superimposition of all Commitments, Revenue Maps, Government Lands, natural/major physical features, etc. and superimposition of Municipal/ Ward boundary on the base map.	Concerned ULB	20
Stage-3	Ground verification of detailed Base Map.	Concerned ULB, Town Planning Dept.	25
	Verification of revenue map superimposition on base map	Concerned ULB & Revenue Dept.	
Stage-4	Finalisation of detailed Zonal Base Map	Town Planning Dept.	30
Stage-5	Superimposition of Master Plan & Preparation of Draft Zonal Development Plan.	Town Planning Dept.	
Stage-6	Inviting Objections/ Suggestions on Draft ZDP.	concerned ULB in consultation with Town Planning Dept.	20
Stage-7	Processing of Objections/ Suggestions.	concerned ULB in consultation with Town Planning Dept.	15
Stage-8	Finalization of objections/suggestions report and technical approval of the Draft Zonal Development Plan.	Town Planning Dept. in consultation with concerned ULB	20
Stage-9	Approval of the Zonal Development Plan by local authority/State Government.	Concerned ULB	10
Stage-10	Publication of final Zonal Development Plan.	Concerned ULB	Immediately after approval

\*Note: The property level detailed base map is required by the Urban Local Bodies for various municipal services such as building plan approval, UD tax, regulating development, land title, change in land use etc. However, the property level detailed base map will not be part of the Zonal

Development Plan. Therefore, the work of preparation of Zonal Development Plan will be done simultaneously on the basis of base map prepared as per stage-1(i).

### **Delineation of zone boundary**

The Senior Town Planner/Deputy Town Planner of Zonal/ Regional Offices of Town Planning Department shall decide the boundaries or delineate the area of the Zonal Development Plan preferably on the basis of planning zone boundary within urbanisable area as indicated in the Master Plan. However various physical & natural features, major roads, proposed land uses in the Master Plan, etc. may also be taken into consideration. In addition, looking to the local requirement, developments and commitments, additional areas outside urbanisable limit can also be considered for Zonal Development Plan.

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

a) A detailed Zonal Base Map shall be prepared by the concerned ULB either by outsourcing or in-house using GIS based total station survey and digitized from the available digital data source such as RUIS/Rajdhara/GIS Library or any other source which is available in the concerned ULB on GIS platform.

(i) The detailed Zonal Base Map in stage 1 (i) 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, telephone, water etc.
- Contours, if necessary
- All major landmarks of the zones

(ii) The detailed Zonal base map in stage 1 (ii) shall also indicate all urban properties (non-agriculture) situated in Zone boundary along with existing land use, within Municipal limits.

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 both in black & white and colour. Legend and all other writing works/details on the Base Map shall be in both Hindi and English.

b) Collection of data by concerned ULB.

- Collection of Revenue Maps and their digitization.



- Collection & listing of records related to commitments of Approved layout plans, 90-A/ 90-B orders, government land allotments, etc.
- Collection & listing of records related to government lands, ULBs Lands, Charagah Land, Forest Land, River, Water body, Hill, etc.
- Any other data relevant for preparation of base map.

**Stage-2: Superimposition of all Commitments, Revenue Maps, Government Lands, natural/ major physical features, etc. & superimposition of Municipal/ward boundary on the base map.**

Superimposition of Revenue Map, commitments and other information collected at Stage-1 on Base Map shall be done by the concerning ULB.

**Stage-3: Ground verification of detailed Base Map.**

Ground verification of the base map and other information will be done by the concerned Engineer, Town Planning Staff of ULB and concerned District Town Planner/Assistant Town Planner. Verification of revenue map superimposition will be got done by ULB from revenue authority.

**Stage-4: Finalization of detailed Zonal Base Map**

The draft Zonal Base Map verified at Stage-3 shall be sent to the Town Planning Department for further examination and finalisation.

**Stage-5: Superimposition of Master Plan & Preparation of Draft Zonal Development Plan.**

The Regional/ Zonal Offices of Town Planning Department shall superimpose Master Plan land uses on the final base map and shall prepare the Draft Zonal Development Plan showing 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 after analyzing the deficiency of respective zones shall be proposed on the Government land available in the zone. In case adequate Government land is not available then reservation of land for facilities shall be ensured while approving layout plans.

A brief report shall also indicate changes in Master Plan and consequential minor changes, if any, required due to existing development, commitments and Zonal level facility requirement.

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

ULB in consultation with Town Planning Department shall invite objections/suggestions on draft Zonal Development Plan for 15 days by



publishing a notice in two daily local newspapers and on notice board of other prominent places of the city. The copy of the draft Zonal Development Plan shall be made available for inspection in the ULB for public. The draft ZDP shall also be made available on ULB & Town Planning Department website.

**Stage-7: Processing of Objections/ Suggestions.**

The ULB with the assistance of concerned District Town Planner/Assistant Town Planner shall document all the objections/suggestion received and shall prepare a brief report of all the objections/suggestions with their site report, location on draft Zonal Development Plan with recommendations and send it to the Town Planning Department.

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

After receipt of objections/suggestions report from ULB, the Senior Town Planner of Zonal/ Regional Office of 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 Zonal Development Plan will be sent to the ULB after technical approval.

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

The Zonal Development Plan shall be submitted before Trustand in case of municipal bodies to the competent authority as per provision of law for its approval. If any modification is required in the Master Plan then the same shall be forwarded to the State Government for its approval.

**Stage-10: Publication of Final Zonal Development Plan.**

After approval of the Final Zonal Development Plan, public notice shall be issued in two daily local newspapers for the information of public at large and copies of the same shall be made available in ULB for public viewing and for sale. It shall also be made available on ULB website and Town Planning department website.

**2. General directions:**

- Concerned District Town Planner/Assistant Town Planner shall provide necessary assistance/guidance to Urban Local Bodies for processing of bid and at every stage of work.



- For cities having Development Authority/ Urban Improvement Trust and Municipal Corporation/ Council as the case may be, the concerned Development Authority/ Urban Improvement Trust will prepare the Zonal Development Plans for the area notified under Master Plan.
- All the expenditure involved in the process of preparation of Zonal Development Plan shall be made by the concerned Urban Local Body.
- Assistance of AutoCAD/GIS operator required by the Zonal/ Regional Town Planning Department shall be provided by the concerned Urban Local Body or through consultant.
- Senior Town Planner of the Zonal/ Regional office of Town Planning Department shall be the nodal officer for preparation of Zonal Development Plan by ULB who will actively supervise the work and ensure timely completion of Plans.
- The towns for which Draft Master Plan is under preparation the concerned Local Authority shall simultaneously proceed for preparation of Draft Zonal Development Plan. However, finalization of Zonal Development Plan shall be done after approval of Master Plan.

Development Authorities/UIT's/Nagar Nigams/ Nagar Parishads/ Nagar Palikas may do needful at their level as per Standard Bid Document. Soft copy of Standard Bid Document is available at Departmental web site:- [www.udh.rajasthan.gov.in](http://www.udh.rajasthan.gov.in)

This bears the approval of competent authority.

 576118


(Rajendra Singh Shekhawat)  
Joint Secretary-I  
Urban Development & Housing  
Department,  
Rajasthan, Jaipur

 576118

(Pawan Arora)  
Director & Joint Secretary,  
Directorate of Local body,  
Rajasthan, Jaipur.

Copy to the following for information and necessary action please:

1. SA to Hon'ble Minister, Urban Development, Housing & Local Self Government, Rajasthan, Jaipur
2. PS to Additional Chief Secretary, Urban Development & Housing Department, Rajasthan, Jaipur.
3. PS to Secretary, Local Self Government Department, Rajasthan, Jaipur.
4. Joint Secretary-I/ II/ III, Urban Development & Housing Department, Rajasthan, Jaipur.
5. Chief Town Planner, Rajasthan, Jaipur.
6. Director, Directorate of Local body, Rajasthan, Jaipur.
7. Secretary Jaipur/ Jodhpur/ Ajmer Development Authority, Jaipur/ Jodhpur/ Ajmer.
8. Secretary, Urban Improvement Trust, .....
9. Senior Deputy Secretary, Urban Development & Housing Department to upload on department's website.
10. Guard file



Joint Secretary-I,

Urban Development & Housing

# **Standard Bidding Document**

**Consultancy Services  
For Preparation of Zonal Development Plans  
for ..... Town**

**Year - 2018-2019**

**URBAN IMPROVEMENT TRUST...../  
MUNICIPAL COUNCIL.....  
RAJASTHAN**



## **Procurement of Consultancy Services**

### **(Lump Sum Contract)**

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Office of The .....

Ph. No. ....

Office e-mail: .....

**Invitation to Submit Request for Proposals**

**INVITATION FOR BID (IFB)& NOTICE INVITING BID (NIB)**

<b>Name &amp; Address of the Procuring Entity</b>	<ul style="list-style-type: none"> <li>Name: .....</li> <li>Address: .....</li> </ul>
<b>Subject Matter of Procurement</b>	Consultancy Services for Preparation of Zonal Development Plans of .....(town)
<b>Bid Procedure</b>	Single Stage: Two part (envelopes) open competitive e-bid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>Bid Evaluation Criteria (Selection Method)</b>	Least Cost Based Selection (LCBS)-1
<b>Websites for downloading Bidding Document, Corrigendum's, Addendums etc.</b>	<ul style="list-style-type: none"> <li>Websites: <a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a>, <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>, <a href="http://www.....">http://www.....</a> (ULB website),</li> <li>Bidding document fee: Rs. 500 (Rupees Five Hundred only) in Cash Challan/ DD/ BC in favour of "....." payable at ".....".</li> <li>RISL Processing Fee: Rs. 1000/- (Rupees one thousand only) in BC/DD in favour of "Managing Director, RISL" payable at "Jaipur".</li> </ul>
<b>Estimated Procurement Cost</b>	Rs. ....- (Rupees.....only.)
<b>Bid Security and Mode of Payment</b>	<ul style="list-style-type: none"> <li>Amount (INR): Rs. .... [Rupees .....Only] @ 2% of estimated procurement cost].</li> <li>Mode of Payment: Demand Draft /Banker's Cheque/ Bank Guarantee (in specified format)</li> <li>Bid Security Shall be in favour of "....."</li> </ul>
<b>Upload Date of RFP</b>	• .....
<b>Period of download/ Sale of Bidding Document (Start/ End Date)</b>	• From..... to .....
<b>Date/ Time/ Place of Pre-Bid meeting</b>	<ul style="list-style-type: none"> <li>Date &amp; Time of Prebid: .....</li> <li>Place: .....</li> <li>Last date of submitting clarification requests by the bidders: .....</li> <li>Response to the queries/clarifications provided by procuring</li> </ul>

	entity: .....
<b>Manner, Start/ End Date for the submission of Bids</b>	<ul style="list-style-type: none"> <li>• Manner: Online at e-Procurement website (<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>)</li> <li>• Start Date: .....</li> <li>• End Date: .....</li> </ul>
<b>Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*</b>	<ul style="list-style-type: none"> <li>• Start Date: .....</li> <li>• End Date: .....</li> </ul>
<b>Date/ Time/ Place of Technical Bid Opening</b>	<ul style="list-style-type: none"> <li>• Date: .....</li> <li>• Place: .....</li> </ul>
<b>Date/ Time/ Place of Financial Bid Opening</b>	Will be intimated later to the Technically qualified bidders
<b>Bid Validity</b>	90 days from the bid submission deadline

**Note:**

- 1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.
- 2) \* In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to time and date mentioned in the NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee and Bid Security should be drawn in favour of ".....," and the RISL Processing Fee in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.
- 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 4) Procuring Entity will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
- 6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C on a regular basis. Bidders interested for training may contact e-

Procurement Cell, DoIT&C for booking the training slot.

Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)

e-mail: eproc@rajasthan.gov.in

Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur

- 7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 10) The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

**Section I: Instruction to Consultants**

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**Important Instruction:-** The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the Act] and the “Rajasthan Public Procurement Rules, 2013” [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal [sppp.rajasthan.gov.in](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.

<b>1. Definitions</b>			
<b>S.No</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
1.1	Definition	1.1.1	“Act” means the Rajasthan Transparency in Public Procurement Act, 2012.
		1.1.2	“Bid Data Sheet (BDS)” means such part of the Instructions to Consultants used to reflect specific assignment conditions.
		1.1.3	“Client” means the Procuring Entity with which the selected Consultant signs the Contract for the Services.
		1.1.4	“Consultant” means the Bidder who may any entity that may provide or provides the Services to the Client under the Contract.
		1.1.5	“Contract” means the Contract signed by the Parties and all the attached documents and the appendices.
		1.1.6	“Day” means a calendar day.
		1.1.7	“Government” means the Government of Rajasthan.
		1.1.8	“Instructions to Consultants (ITC)” (this Section I of RFP) means the document which provides Consultants with all information needed to prepare their Proposals.
		1.1.9	“LOI” means the Letter of Invitation (as per RFP) being sent by the Client to the Consultants.
		1.1.10	“Personnel” means professionals and support staff provided by the 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 India; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside India.
		1.1.11	“Proposal” means the Technical Proposal and the Financial Proposal submitted by the Consultant.

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		1.1.12	“RFP” means the Request For Proposals prepared by the Client for the selection of Consultants.
		1.1.13	“Services” means the work to be performed by the Consultant pursuant to the Contract.
		1.1.14	“Similar Assignments” means assignments such as Master Plan/City Development Plan/Zonal Development Plan/Sector Plan/GIS mapping through satellite data or total station survey in the field of urban planning.
		1.1.15	“Sub-Consultant” means entity with whom the Consultant subcontracts any part of the Services.
		1.1.16	“Terms of Reference” (TOR) this Section-IV of RFP, means the document included in the RFP which explains the scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
<b>S. No</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
<b>2.</b>	<b>Introduction</b>		
2.1	General	2.1.1	The Client named in the Bid Data Sheet will select a 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) Section VA: General Conditions of Contract Section VB: Special Conditions of Contract Section VC: Contract Forms
		2.1.3	The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Bid Data Sheet, for consulting services required for the assignment named in the Bid Data Sheet.  The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
		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

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			<p>the assignment and local conditions, Consultants are encouraged to visit the Client as well as the concerned town/ towns before submitting a proposal and to attend a pre-proposal conference as specified in the Bid Data Sheet. Attending the pre-proposal conference is optional.</p> <p>If there is Any query, clarifications, suggestions made on the RFP document the same should reach the client latest by .....(date)</p> <p><i><u>Maximum two person per bidder to be allowed for pre proposal conference.</u></i></p>
		2.1.5	The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Bid Data Sheet, and make available relevant project data and reports.
		2. 1.6	Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award without assigning any reason and without thereby incurring any liability to the Consultants.
<b>S. No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
<b>3</b>	<b>Conflict of Interest, etc.</b>		
3.1	General	3.1.1	<p>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.</p> <p>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.</p> <p>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:</p>
	Conflicting activities	3.1.1.1	A firm that has been engaged by the Client to provide goods, works or services other than consulting



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			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 advice purchasers of, such assets.
	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

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			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	<ol style="list-style-type: none"> <li>1. The Consultants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process.</li> <li>2. Any person participating in the procurement process shall, <ol style="list-style-type: none"> <li>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;</li> <li>b. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;</li> <li>c. not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;</li> <li>d. not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;</li> <li>e. not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;</li> <li>f. not obstruct any investigation or audit of a procurement process;</li> <li>g. disclose conflict of interest, if any; and</li> <li>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.</li> </ol> </li> </ol>

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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 pre-estimated compensation and damages payable to the Procuring Entity for, inter alia, time, cost and effort of the Procuring Entity in regard to the bid, including consideration and evaluation of such 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 or as permitted in the Bidding document.
		3.2.2	A Consultant, and all parties constituting the 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.
		3.2.5	It is the consultant's responsibility to ensure that key experts, other officers of the consultancy's Firm meet the eligibility requirements as per RFP.
3.3	Pre-condition for applying	3.3.1	The Consultant's organisation should have been in operations for at least last three years with the proof of incorporation/ commencement of business as stated under:  In case of a company, Registration Certificate issued by Registrar of Companies along with Memorandum

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			<p>of Association (MOA) and Article of Association (AOA) should be submitted.</p> <p>In case of a society, cooperative society, Registration Certificate issued under Societies Registration Act, Cooperative Societies Act along with copy of bye laws be submitted.</p> <p>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.</p> <p>Any other equivalent document in case of any other registered entity.</p> <p><u>Any Bid with absence of proof mentioned above shall be liable for rejection.</u></p> <p>GST Registration Certificate in the name of the Consultant.</p>
3.4	Only one Proposal	3.4.1	<p>The consultant shall submit only one proposal either in its own name and none of its members or individuals shall submit any other proposals. In case more than one proposal from consultant or as a partner of the firm for the town is found, than all the proposals shall stand disqualified.</p>
3.5	Proposal Validity	3.5.1	<p>The Bid Data Sheet indicates how long Consultants' Proposals must remain valid after the last date of 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.</p>

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3.6	Bid Securing Declaration/ Bid Security	3.6.1	<p>Every Consultant shall have to enclose with its Proposal, a Bid Securing Declaration in the specified format given in Bidding Forms [Section III, Bidding Forms] to the effect that in the event of the Consultant withdraws its Proposal after the deadline for submission of Proposals, or does not furnish Performance Security or sign the Agreement after being declared as successful Consultant, it shall be debarred by the Client from taking part in any procurement process undertaken by the Client in three years from the date of debarment.</p> <p>The Bidder shall furnish as part of its Bid, a Bid Security in Indian Rupees.</p> <p>Bid Security shall be 2% of the estimated value of subject matter of procurement put to Bid or as specified by the State Government.</p> <p>The Bid Security may be given in the form of cash (in the Office of the .....), a banker's cheque or demand draft or bank guarantee [to be confirmed by bank], in specified format, of a Scheduled Bank in India or deposited through eGRAS (in the favor of, The ....., payable at .....).</p> <p>In lieu of Bid Security, a Bid Securing Declaration shall be taken from Departments of the State Government and Public Sector Enterprises, Autonomous bodies, Registered Societies, Cooperative Societies which are owned controlled or managed by the State Government and Public Sector Enterprises of Central Government. For the Bid Securing Declaration the Bidder shall use the form included in Section III, Bidding Forms.</p> <p>Bid Security instrument or cash receipt of Bid Security or a Bid securing declaration shall necessarily accompany the Bid. Any Bid not accompanied by Bid Security or Bid Securing Declaration, if not exempted, shall be liable to be rejected.</p> <p><b>The Bid Security and the receipt of the Bid Document fee or DD of Rs. 500/- should be placed in a separate envelope not along with Technical Proposal Envelope and Financial Proposal Envelope.</b></p>
<b>S. No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
<b>4</b>	<b>Clarification and Amendment of RFP Documents</b>		
4.1		4.1.1	<p>Consultants may request a clarification of any of the RFP Documents up to the date 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</p>

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			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. In case the Client deem it necessary to amend the Bid Documents as a result of a clarification, it shall do so following the procedure under clause 4.1.2.
		4.1.2	<p>i. At any time before the submission of Proposals, the Client may amend the RFP Documents by issuing an addendum in writing or by standard electronic means. The addendum shall be 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 website, <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> where available.</p> <p>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, <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> and State Public Procurement Portal.</p> <p>iii. The Consultants may submit a modified proposal to take into account the amendment of RFP, prior to deadline for submission of proposals.</p>
<b>S. No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
<b>5</b>	<b>Preparation of Proposals</b>		
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 deficiencies 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	In this Lump-sum based assignments, the Financial Proposal shall quote the amount being bid by the bidder for the assignment which will be valid across the professional man months required and shall not be revised, unless expressly indicated otherwise, in case

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			the man months exceed the agreed time duration for the said services. No payment in addition shall be made for the extra time period.
		5.1.3.2	Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.
		5.1.3.3	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. Non Submission of complete Tech 1 to 4, shall be liable for rejection of Bid Proposals. The Technical Proposal shall provide the information indicated in the following clauses from 5.2.1.1 to 5.2.2. A page is considered to be one printed side of A4 or letter size paper.
		5.2.1.1	<p>The Technical Proposal should include: Brief description of the Consultants' organisation (approximately 2 Pages) and an outline of recent experience (approximately 2 relevant / similar assignments such as Master Plan/City Development Plan/Zonal Development Plan/Sector Plan/GIS mapping through satellite data/total station survey in the field of urban planning) of the Consultant, two assignment of a similar nature is required in Form TECH-2 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.</p> <p>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</p>

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			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	<p>The consultant shall submit the following along with Technical &amp; Financial Proposal :</p> <ol style="list-style-type: none"> <li>1. Authorization Letter (Clause 6.1.2 of ITC)</li> <li>2. Instructions to Consultant (signed by authorized person), Section I of RFP.</li> <li>3. Bid Data Sheet (signed by authorized person), Section II of RFP.</li> <li>4. Terms of Reference (signed by authorized person), Section IV of RFP.</li> <li>5. General Conditions of Contract (signed by authorized person), Section VA of RFP.</li> <li>6. Special Conditions of Contract (signed by authorized person), Section VB of RFP.</li> <li>7. Bid Document Fee Receipt of cash or DD in favor of The .....</li> <li>8. Bid Security in DD (as per Clause 3.6.1 of ITC)</li> <li>9. Supplementary Documents for pre conditions for applying (as per Clause 3.3.1 of ITC).</li> <li>10. Supplementary Documents for eligibility (as per Clause 3.2.1 of ITC).</li> </ol>
		5.2.1.3	CVs of the Professional staff shall be signed by the staff themselves with the commitment of association with the firm till the completion of the work and countersigned by the Consultant. Otherwise the CV's of the professional staff shall not be considered. (Form TECH-4 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 and shall be liable for rejection.
		5.2.3	Non Submission of any of the details mentioned in Clause 5.2.1.1 and complete Tech 1 to 4 shall be liable for rejection of Bid Proposal.
5.3	Financial Proposals	5.3.1	<p>The Financial Proposal shall be prepared using the attached Bidding Forms (Section III). It shall list all costs associated with the assignment, remuneration for staff and reimbursable.</p> <p>Bidder shall quote the rate for all the ZDPs of the town as a whole.</p>
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 and all payments shall be made in Indian Rupees as specified in the BDS.



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5.5	Taxes	5.5.1	The Consultant and Experts are responsible for meeting all tax liabilities arising out of the Contract.
<b>6. Submission, Receipt and Opening of Proposals</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
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 both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section III, and FIN-1 of Section III.
		6.1.2	The Consultant or a person authorised by the Consultants shall digitally sign all pages of the Technical and Financial Proposals and upload in the e-tender system <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a> . The authorization shall be in the form of a written power of attorney accompanying the Technical Proposal or in any other form demonstrating that the representative has been dully authorized to sign.  The Consultant shall provide the technical and financial proposals in original only as specified in the Bid Data Sheet (BDS). All proposals shall be signed in original. The details in the proposal shall be considered final. Any discrepancies in the proposal may lead to dis-qualification.
		6.1.3	The proposal or its modifications must be uploaded on the websites as indicated in the Bid Data Sheet not 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.
		6.1.4	The Client shall open the Technical Proposal at the time and place indicated in the Bid Data Sheet.
		6.1.5	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. <i><u>Only one person per firm to be allowed in the opening of Technical bids.</u></i>
		6.1.7	At the opening of the Technical Proposals the following shall be read out: (i) the name and address

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			of the Consultant or, (ii) the presence or absence of Proposal Document price, if any, Bid Securing Declaration, (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate.
<b>7. Proposals Evaluation</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
7.1	General	7.1.1	<p>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 and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.</p> <p>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 and Financial Proposals.</p>
7.2	Evaluation of Technical Proposals	7.2.1	<p>The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in the Bid Data Sheet. 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 qualify technically. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p>
7.3	Public Opening and Evaluation of Financial Proposals	7.3.1	<p>After the technical evaluation is completed, the Client shall inform those Consultant(s) who do/does not qualify technically.</p> <p>or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing those Consultants who technically qualify and inform them the date, time and location for opening the Financial Proposals. The result of the technical evaluation shall also be placed on the State Public Procurement Portal and <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>. The opening date should allow Consultants sufficient time to make</p>

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			arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals in person.
		7.3.2	The Financial Proposals shall be opened publicly by a committee constituted by the Client for this purpose in presence of those Consultants or their representatives whose proposals have technically qualified. At the opening, the names of the Consultants, shall be read aloud. The Financial Proposals shall be then opened, and the total prices read aloud and recorded. The Consultants or their representatives who are present at the opening of the Proposals and the members of the Proposals opening Committee shall sign the record.
	Correction of errors	7.3.3	Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
		7.3.3.1	Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC Clause 7.4 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
7.4	Taxes	7.4.1	The Client's evaluation of the Consultant's Financial Proposal shall be inclusive of all taxes and duties in India.
7.5	Final Evaluation of Financial Bids	7.5.1	The financial offer shall be evaluated and marked L1, L2 and L3 etc. L1 being the lowest offer and then others in ascending orders as the price is the only criteria. If negotiation is required, it will be done as per the procedure of RTPP Act,2012 and RTPP rules,2013.
<b>8. Negotiations and Clarifications</b>			
<b>S. No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
8.1	General	8.1.1	The negotiations will be held at a date and address which will be indicated by the client and informed separately to the Consultant or its representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

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		8.1.2	The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant or its authorised representative.
8.2	Financial negotiations or clarifications	8.2.1	The negotiations include the clarification of the Consultant's tax liability in India and how it should be reflected in the Contract.
		8.2.2	The selection method included cost as one of the factor in the evaluation; the total price stated in the Financial Proposal for a Lump-Sum contract may be negotiated.
8.3	Conclusion of the negotiations	8.3.1	The negotiations will conclude with a review of the finalised draft Contract. To complete negotiations the Client and the Consultant will sign the agreed Contract.
<b>9. Award of Contract</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
9.1	Award of Contract	9.1.1	<p>After completing negotiations and clarifications and prior to the expiration of the period of validity of the Proposal, the Procuring Entity shall inform the successful 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 of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the Consultant given in the Proposal.</p> <p>In the written intimation of acceptance of its Proposal sent to the successful Consultant, it shall also be asked to execute an agreement in the format given in the RFP on a non judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, if applicable, within a period specified in the Bid Data Sheet.</p> <p>Client shall promptly notify all Consultants who have submitted proposals about the acceptance of the successful offer and also place this information on the State Public Procurement Portal.</p>

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		9.1.2	If the Consultant, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration within the specified time period, the Procuring Entity shall take action against the successful Consultant as per the provisions of the Act and the Rules. The Procuring Entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates and conditions of successful Consultant, to the Consultant with next lowest.
		9.1.3	The Consultant is expected to commence the assignment on the date and at the location specified in the Bid Data Sheet.
		9.1.4	The consultancy contract of the assignment will be Lump Sum Based Contract as specified in BDS.
9.2	Performance Security	9.2.1	<p>Performance Security shall be solicited 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.</p> <p>The amount of Performance Security shall be five percent, or as specified in the Bid Data Sheet, of the amount of the Contract. The currency of Performance Security shall be Indian Rupees.</p> <p>The Consultant shall deliver the Performance Security to the Procuring Entity within 15 days or such other time period as specified in the Bid Data Sheet, after issue of the Letter of Award or LOI.</p>
		9.2.2	<p>Performance Security (in the favor of, The ..... ) shall be furnished in one of the following forms:</p> <ol style="list-style-type: none"> <li>a) Deposit through eGRAS; or</li> <li>b) Bank Draft or Banker's Cheque of a Scheduled Bank in India; or</li> <li>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</li> </ol>

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			<p>Post Master; or</p> <p>d) Bank guarantee. It shall be in the form given in Section VC, Contract Forms, issued by a Scheduled Bank in India; or</p> <p>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.</p> <p>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.</p>
		9.2.3	<p>(a) Forfeiture of Performance Security : Amount of Performance Security in full or part may be forfeited in the following cases :-</p> <p>(b) when the Consultant does not execute the agreement in accordance with ITC Clause 9.1 [Award of Contract] within the specified time; after issue of letter of invitation of offer; or</p> <p>(c) when the Consultant fails to commence the Services as per Letter of Award within the time specified; or</p> <p>(d) when the Consultant fails to complete the Services satisfactorily within the time specified; or</p> <p>(e) when any terms and conditions of the contract is breached; or</p> <p>(f) to adjust any accepted dues against the Consultant from any other contract with the Procuring Entity; or</p> <p>(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.</p> <p>(h) Notice of reasonable time will be given in case of forfeiture of Performance Security.</p> <p>(i) The decision of the Client in this regard shall be final.</p>

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9.3	Payments	9.3.1	All payments shall be made in Indian Rupees.
9.4	Schedule of Payments	9.4.1	Payment Schedule will be as specified in the Bid Data Sheet.
<b>10. Confidentiality</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
10	Confidentiality	10.1	In addition to the restrictions specified in section 49 of the Act and Rule 77 of the Rules, all information contained in this RFP should be treated as commercially confidential and the Consultants are required to limit dissemination on a need-to-know basis. Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the 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.
<b>11. Grievance Redressal During Procurement Process</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
11	Grievance Redressal	11.1	Any grievance of a Consultant pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the BDS, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules and as given in Section I, Appendix A to this ITC.

## Appendix A : Procedure of Appeals

### 1. Filing an appeal

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

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

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

2. The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

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

### 4. Appeal not to lie in certain cases

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

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

### 5. Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.



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- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

6. Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.  
(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

7. Procedure for disposal of appeal

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

**Annexure**

**FORM No. 1**

[See rule 83]

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

Appeal No \_\_\_\_\_ of \_\_\_\_\_  
Before the \_\_\_\_\_ (First / Second Appellate Authority)

1. Particulars of appellant:  
i. Name of the appellant:  
ii. Official address, if any:  
iii. Residential address:  
  
2. Name and address of the respondent(s):  
i.  
ii.

**Bidding Document- Consultancy Services  
(Lump Sum Contracts)**

- 3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
  
- 4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
  
- 5. Number of affidavits and documents enclosed with the appeal:
  
- 6. Grounds of appeal: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Supported by an affidavit)

- 7. Prayer:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

Appellant's Signature



**Bidding Document- Consultancy Services  
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5.1.3.3	All documents which are to be submitted by the consultant for the assignment must be in Hindi / English languages.																		
5.2.1	The format of the Technical Proposal to be submitted will be as Full Technical Proposal (TECH-1 to TECH-4).																		
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 the original of the Technical Proposal, and the original of the Financial Proposal.																		
6.1.4	All the proposals shall be uploaded/submitted on <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>																		
6.1.5	<b>The opening of Proposals shall take place at:</b> Office of The ..... ..... <b>Date:</b> _____ <b>Time:</b> _____																		
7.2.1	<p><b>The minimum criteria for qualifying the bidder technically shall be as follows:</b></p> <table border="1"> <thead> <tr> <th>S.No.</th> <th>Criteria</th> <th>Min.</th> </tr> </thead> <tbody> <tr> <td>i.</td> <td>Experience of bidder in preparation of similar assignments such as Master Plan/City Development Plan/Zonal Development Plan/Sector Plan/GIS mapping through satellite data or total station survey in the field of urban planning.</td> <td>3 years</td> </tr> <tr> <td>ii.</td> <td>Experience of Key Personnel <ul style="list-style-type: none"> <li>Urban Planner</li> <li>GIS Expert</li> <li>Civil Engineer</li> </ul> </td> <td>1 years 2 years 2 years</td> </tr> <tr> <td>iii.</td> <td>Minimum Number of Key Personnel <ul style="list-style-type: none"> <li>Urban Planner</li> <li>GIS Expert</li> <li>Civil Engineer</li> </ul> </td> <td>1 nos. 1 nos. 1 nos.</td> </tr> <tr> <td>iv.</td> <td>Details of completed projects of preparation of similar assignments such as Master Plan/City Development Plan/Zonal Development Plan/Sector Plan/GIS mapping through satellite data or total station survey in the field of urban planning.</td> <td>2 projects of minimum Rs.5 Lakh each</td> </tr> <tr> <td>v.</td> <td>Annual Turnover ( last 3 years i.e. 2015-16, 2016-17 and 2017-18)</td> <td>Rs.25 Lakh</td> </tr> </tbody> </table> <p><b>Note:</b> 1. Copy of audited balance sheet duly certified by CA may be submitted for the year 2015-16 to 2016-17. Unaudited balance sheet</p>	S.No.	Criteria	Min.	i.	Experience of bidder in preparation of similar assignments such as Master Plan/City Development Plan/Zonal Development Plan/Sector Plan/GIS mapping through satellite data or total station survey in the field of urban planning.	3 years	ii.	Experience of Key Personnel <ul style="list-style-type: none"> <li>Urban Planner</li> <li>GIS Expert</li> <li>Civil Engineer</li> </ul>	1 years 2 years 2 years	iii.	Minimum Number of Key Personnel <ul style="list-style-type: none"> <li>Urban Planner</li> <li>GIS Expert</li> <li>Civil Engineer</li> </ul>	1 nos. 1 nos. 1 nos.	iv.	Details of completed projects of preparation of similar assignments such as Master Plan/City Development Plan/Zonal Development Plan/Sector Plan/GIS mapping through satellite data or total station survey in the field of urban planning.	2 projects of minimum Rs.5 Lakh each	v.	Annual Turnover ( last 3 years i.e. 2015-16, 2016-17 and 2017-18)	Rs.25 Lakh
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v.	Annual Turnover ( last 3 years i.e. 2015-16, 2016-17 and 2017-18)	Rs.25 Lakh																	

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	<p>duly certified by CA for the year 2017-18 shall also be considered.                  2. The annual turnover of any one year during last 3 financial years shall be considered for maximum turnover.</p>
8.1.1	<p><b>Expected date and address for contract negotiations, (if required):</b>                  Office of The .....                  .....  <b>Date:</b> .....</p>
9.1.1	<p>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 Client is: 15 days.</p>
9.1.3	<p>Expected date and location for commencement of consulting services are:  <b>Location:</b> Office of the .....  <b>Date :</b> Within 15 days after the signing of the contract.</p>
9.1.4	<p>The consultancy contract will be a: Lump Sum Based Contract.</p>
9.2.1	<p>Performance Security or Performance Security Declaration shall be required from the successful consultant. The amount of Performance Security shall be @ 5 % of the Contract amount.</p>
9.4.1	<p>For a Lump Sum based Contract invoice shall be only after acceptance of the Deliverables.                  Expenses over and above the contract amount will not be paid by the Client.                  The schedule of Payments shall as per TOR.</p>
11.1	<p>The Designation and Address of the First Appellate Authority is                  .....</p> <hr/> <p>The Designation and Address of the Second Appellate Authority is                  .....</p>

### Section III: Bidding Forms

{Notes to Consultant shown in brackets { } throughout Section III provide guidance to the Consultant to prepare the Technical Proposal and Financial 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.
3.	TECH-3	Work Schedule and Planning for Deliverables
4.	TECH-4	Curriculum Vitae (CV's).

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

**Bidding Document- Consultancy Services  
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**Form TECH-1**

**TECHNICAL PROPOSAL SUBMISSION FORM**

---

{Location, Date}

To  
The .....,  
**Office of The .....**,  
.....,  
.....

Dear Sir,

We, the undersigned, offer to provide the consulting services for The **Preparation of Zonal Development Plans** of.....(**Town**), in accordance with your Request for Proposals dated **.. .2018** and our Proposal Lowest Cost Basis “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in separate envelopes.”

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) Except as stated in the Bid Data Sheet, Clause 3.5.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 3.5.1 and ITC Clause 8.2 may lead to the termination of Contract negotiations.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 9.1.3 of the Bid Data Sheet.

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

We remain,

Yours sincerely,

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

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

Name of Consultant (firm's/ company's name): \_\_\_\_\_

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

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

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



**Bidding Document- Consultancy Services  
Lump Sum Contracts****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 and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), 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. List only previous similar assignments successfully completed (details regarding work orders & Completion Certificates needs to be attached.)
2. List only those assignments for which the Consultant was legally contracted by the Client as a company. 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.

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<b>Duration (Years)</b>	<b>Assignment name/ &amp; brief description of main deliverables/ outputs</b>	<b>Name of Client</b>	<b>Approx. Contract value (in Indian Rupees equivalent)/ Amount paid to your firm</b>	<b>Role on the Assignment</b>
2012-2013 onwards	Assignment name to include “similar assignments such as Master Plan/City Development Plan/Zonal Development Plan/Sector Plan/GIS mapping through satellite data or total station survey in the field of urban planning”			

Note: Please enclose proof of the above referred assignments.

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**Form TECH-3 (FOR FTP)**

**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

Consultant will complete the entire exercise for all stages mentioned in TOR as per following program. This shall however not include time period taken by Procuring Entity in approval/ acceptance of deliverables at different stages.

Stage wise progress will be submitted regularly to the concerned Procuring Entity/Town Planning Office for final completion of assigned work.

Stage	Stages for the preparation of Zonal Development Plan	Time Period (working days**)	Time period for approval (working days)
Stage-1	(After delineation of zone boundary) (i) Preparation of detailed Zonal Base Map and collection of data.	25	05
	(ii) *Preparation of detailed property level Zonal base maps showing urban property (non-agriculture)/ land, existing land use and collection of data for property situated within Municipal limits of the towns.	50***	10***
Stage-2	Superimposition of all Commitments, Revenue Maps, Government Lands, natural/major physical features, etc. and superimposition of Municipal/ Ward boundary on the base map.	15	05
Stage-3	Ground verification of detailed Base Map.	20	05
	Verification of Revenue Map superimposition on base map		
Stage-4	Finalisation of detailed Zonal Base Map	30	
Stage-5	Superimposition of Master Plan & Preparation of Draft Zonal Development Plan.		
Stage-6	Inviting Objections/ Suggestions on Draft ZDP.	20	
Stage-7	Processing of Objections/ Suggestions.	15	
Stage-8	Finalization of objections/suggestions report and technical approval of the Draft Zonal Development Plan.	20	
Stage-9	Approval of the Zonal Development Plan by local authority/State Government.	10	
Stage-10	Publication of final Zonal Development Plan.	Immediately after approval	
	TOTAL time for preparation of ZDP	170	

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**\*Note: The property level detailed base map is required by the Urban Local Bodies for various municipal services such as building plan approval, UD tax, regulating development, land title, change in land use etc. However, the property level detailed base map will not be part of the Zonal Development Plan. Therefore, the work of preparation of Zonal Development Plan will be done simultaneously on the basis of base map prepared as per stage-1(i).**

**\*\*All Gazetted holidays will not be counted.**

**\*\*\*This period will not be counted towards period of preparation of Zonal Development Plan.**

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**FORM TECH-4**

**CURRICULUM VITAE (CV)**

(Please affix a recent passport size coloured photograph)

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

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

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

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

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**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

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**Financial Proposal - Standard Forms**

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

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Lump Sum Contracts**

**FORM FIN-1  
FINANCIAL PROPOSAL SUBMISSION FORM**

---

{Location, Date}

To:

The .....,  
.....

Dear Sirs:

We, the undersigned, offer to provide the consulting services for The Preparation of Zonal Development Plans for ..... Town in accordance with your Request for Proposal dated \_\_\_\_\_ and our Technical Proposal.

We, the undersigned, have quoted rates for all the ZDPs of the town as a whole.

Our attached Financial Proposal is for the amount - (rate per hectare) ...*(Insert amount(s) in words and figures)* “excluding of all taxes such as GST etc. in the Bid Data Sheet. The estimated amount of local indirect taxes is Indian Rupees {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 3.5.1 of the Bid Data Sheet.

{“No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

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

We remain,

Yours sincerely,

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

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

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

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

E-mail: \_\_\_\_\_

**Note:** Bidder shall quote the rate for the whole town as per bid.



FORM FIN-2 SUMMARY OF COSTS

Item	Cost (in Rs.)
	{Consultant must state the proposed Costs in accordance with Clause 5.3.1 of the ITC}
Cost of the Financial Proposal	
1. Cost towards Remunerations	
2. Cost towards reimbursable	
<b><u>Total Cost of the Financial Proposal:</u></b> {Should match the amount in Form FIN-1}	
(i) {insert type of tax: e.g., GST}	
<u>Total Estimate for Indirect Local Tax:</u>	

**Footnote: Payments will be made in the Indian Rupees expressed above (Reference to ITC clause 5.4.1)**

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**Appendix A. Financial Negotiations - Breakdown of Remuneration Rates**

---

**1. Review of Remuneration Rates**

1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.

1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix C.

1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of public funds and is expected to exercise prudence in the expenditure of these funds.

1.4. Rate details are discussed below:

(i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

(ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.

(iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - \text{ph} - v - s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

(i) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are

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home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.

(ii) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.

(iii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

### Form of Bid Securing Declaration

Date: *[insert date (as day, month and year)]*  
RFP No.: *[insert number of Request for Proposals]*

To  
.....,  
.....  
**Office of The** .....,  
.....

We, the undersigned, declare that:

We understand that, according to your conditions, bids (Proposals) must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of up to 3 years starting on the date that we receive a notification from the **Procuring Entity** that our Bid Securing Declaration is executed, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the *Procuring Entity* during the period of bid validity,
  - (i) fail or refuse to execute the Contract Form, if required,
  - (ii) fail or refuses to furnish the performance security, in accordance with the Instructions to Consultants (hereinafter “the ITC”),
  - (iii) do not accept the correction of errors in accordance with the ITC, or
  - (iv) breach any provision of the Code of Integrity specified in the ITC;

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

Signed: \_\_\_\_\_  
*[insert signature of person whose name and capacity are shown]*

In the capacity of: \_\_\_\_\_  
*[insert legal capacity of person signing the Bid-Securing Declaration]*

Name: \_\_\_\_\_  
*[insert complete name of person signing the Bid-Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_  
*[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Seal of the Firm \_\_\_\_\_

*[To be issued by a Scheduled Bank in India or other Issuer acceptable to the Procuring Entity]*

## Form of Bid Security

*[Insert Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** *[insert Name and Address of Procuring Entity]*

**Date:** *[insert date]*

**PROPOSAL GUARANTEE No.:** *[insert number]*

We have been informed that *[insert name of the Consultant]* (hereinafter called "the Consultant") has submitted to you its Proposal dated *[insert date]* (hereinafter called "the Proposal") for the execution of *[insert name of contract]* under Request for Proposals No. *[insert RFP number]* ("the RFP").

Furthermore, we understand that, according to your conditions, Proposals must be supported by a Bid Security.

At the request of the Consultant, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures][insert amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant is in breach of its obligation(s) under the Proposal conditions, because the Consultant:

- (a) has withdrawn its Proposal during the period of Proposal validity specified by the Consultant in the Form of Proposal; or
- (b) having been notified of the acceptance of its Proposal by the *Procuring Entity* during the period of Proposal validity,
  - (i) fails or refuses to execute the Contract Form, if required,
  - (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Consultants (hereinafter "the ITB"),
  - (iii) does not accept the correction of errors in accordance with the ITB, or
- (iii) breaches any provision of the Code of Integrity specified in ITB;

This guarantee will expire: (a) if the Consultant is the successful Consultant, upon our receipt of copies of the contract signed by the Consultant and the performance security issued to you upon the instruction of the Consultant; and (b) if the Consultant is not the successful Consultant, upon the earlier of (i) our receipt of a copy your notification to the Consultant of the name of the successful Consultant; or (ii) thirty days after the expiration of the Consultant's Proposal.

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

Name \_\_\_\_\_

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

Signed \_\_\_\_\_

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

Date \_\_\_\_\_

Bank's Seal \_\_\_\_\_

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

**Declaration by the Bidder**

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

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

**Date:**

**Signature of bidder**

**Place:**

**Name :**  
**Designation:**  
**Address:**

**Section IV: Terms of Reference****TERMS OF REFERENCE (TOR) INCLUDING DESCRIPTION OF SERVICES FOR PREPARATION OF ZONAL DEVELOPMENT PLANS**

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 Class-I cities (as per Census 2011) of Rajasthan. The bidder has to prepare all the Zonal Development Plans of the town.

S. No.	Name of Zonal Development Plan	Area to be covered in Hec. (approx.)
1		
2		
3		

**Delineation of zone boundary**

The Senior Town Planner/Deputy Town Planner of Zonal/ Regional Offices of Town Planning Department shall decide the boundaries or delineate the area of the Zonal Development Plan preferably on the basis of planning zone boundary as indicated in the Master Plan. However various physical & natural features, major roads, proposed land uses in the Master Plan, etc. may also be taken into consideration.

**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 total station survey and digitized from the available digital data source such as RUIS/Rajdhara/GIS Library or any other source which is available in the concerned ULB on GIS platform.

(i) The detailed Zonal Base Map in stage 1 (i) shall indicate following features:-



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- 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 telephone, water etc.
  - Contours, if necessary
  - All major landmarks of the zones
- (ii) The detailed Zonal base map in stage 1 (ii) shall also indicate all urban properties (non-agriculture) situated in Zone boundary along with existing land use, within Municipal limits.

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 both in black & white and colour. Legend and all other writing works/details on the Base Map shall be in both Hindi and English.

b) The consultant shall collect following data / information in coordination with the client:

- Collection of Revenue Maps and their digitization.
- Collection & listing of records related to commitments of Approved layout plans, 90-A/ 90-B orders, government land allotments, etc.
- Collection & listing of records related to Government lands, ULBs Lands, Charagah Land, Forest Land, River, Water body, Hill, etc.
- Any other data relevant to the assignment.

**Stage-2: Superimposition of all Commitments, Revenue Maps, Government Lands, natural/ major physical features, etc. & superimposition of Municipal/ward boundary on the base map.**

After collecting of relevant data/information, the consultant, in consultation with client, shall Superimpose Revenue Map, commitments and other information collected at Stage-1(i) on Base Map.

**Stage-3: 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.

**Stage4- Finalization of detailed Zonal Base Map**

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The consultant shall facilitate finalization of the draft Zonal Base Map verified at Stage-3 at concerned Zonal /Regional office of the Town Planning Department and will also provide required technical manpower to Town Planning office.

**Stage-5: Superimposition of Master Plan & Preparation of Draft Zonal Development Plan.**

The consultant shall facilitate the Regional/ Zonal Offices of Town Planning Department for superimposition of Master Plan land uses on the final base map and to prepare the Draft Zonal Development Plan showing 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 on the Government land available in the zone.

A brief report shall also indicate changes in Master Plan and consequential minor changes, if any, required due to existing development, and commitments and Zonal level facility requirement.

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

The consultant shall facilitate Client in consultation with Town Planning Department to invite objections/suggestions on draft Zonal Development Plan for 15 days by publishing a notice in two daily local newspapers and on notice board of other prominent places of the city. The copy of the draft Zonal Development Plan shall be made available for inspection in the ULB for public. The draft ZDP shall also be made available on ULB & Town Planning Department website.

**Stage-7: Processing of Objections/ Suggestions.**

The consultant shall facilitate the Client 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 with recommendations which shall be sent it to the Town Planning Department.

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

After receipt of objections/suggestions report from ULB, the Senior Town Planner of Zonal/ Regional Office of Town Planning Department shall

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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.

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

The Zonal Development Plan shall be submitted before the Trust and in case of municipal bodies to the competent authority as per provision of law for its approval. 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.

**Stage-10: Publication of Final Zonal Development Plan.**

After approval of the Final Zonal Development Plan, public notice shall be issued in two daily local newspapers for the information of public at large and copies of the same shall be made available in ULB for public viewing and for sale. It shall also be made available on ULB website and Town Planning Department website.

**Payment schedule:**

<b>SL. No.</b>	<b>Stages of Work</b>	<b>Payment Schedule</b>
1.	Stage-1 (i)	10%
2.	Stage-1 (ii)*	10%
3.	Stage-2 & Stage-3	15%
4.	Stage-4 & Stage-5	15%
5.	Stage-6, Stage-7 & Stage-8	20%
6.	Stage-9	10%
7.	Stage-10	10%
8.	Remaining amount to be paid after submitting the hard and soft copies of ZDP in the required nos. and all required data to the Client.	10%
	<b>Total</b>	<b>100% of Fee</b>

\*Payment of this work shall be made by the Client on completion of work mentioned at this stage. However, the submission and payment for further stages will not be stopped due to non-submission of this work. The consultant shall have to complete this work within the time frame.

**Note:** 1. Payment for s.no.3, 4 & 5 will be made on the basis of total time allowed for all the stages commonly.

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2. Liquidated Damages (LD) shall be charged as per provisions of GF&AR.

**Some important Terms & Conditions:**

- (1) Senior Town Planner of the Zonal/Regional Office of Town Planning Department shall be the Nodal Officer for coordinating with the consultant and with Local Bodies, other agencies and departments.
- (2) The consultant shall provide hard copies/soft copies of all maps in coloured and black & white (both) at each stage to the Town Planning Office in 5 nos.).
- (3) The consultant shall provide coloured and black & white hardcopies of Draft Zonal Development Plan in 40 & 10 nos. respectively along with softcopy in 25 nos. Finally approved Zonal Development Plan in 80 & 20 nos. respectively along with softcopy in 100 nos.
- (4) Stage wise payment shall be made by the Client to the consultant after acceptance of the stage-wise work and verification by the concerned Senior Town Planner.
- (5) The consultant is required to incorporate the suggestions given by Town Planning Department.
- (6) The consultant shall prepare the Base Map on GIS format.
- (7) The consultants are required to submit all deliverables to the Client or to the Town Planning Office as per requirement.
- (8) The consultant is required to submit the interim progress status periodically (weekly) to Client as well to Town Planning office. Monitoring of the entire work shall be done by Senior Town Planner of Town Planning Office.
- (9) Any difficulties/issues faced by the consultant should be immediately reported to Senior Town Planner/Deputy Town Planner of the Town Planning Office so as to avoid unnecessary delay in achieving the assigned Task.
- (10) All the primary data (satellite imageries, topo-sheets, survey maps, etc) procured and used for the preparation of Base Map has to be submitted in original by the consultant to the Town Planning Section of the Client. In case of no Town Planning Section in Client department then same shall be submitted to the Senior Town Planner of Town Planning Department.
- (11) All detailed materials required for the preparation of Zonal Development Plan is exclusive property of the Client/Town Planning

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Department and cannot be used without permission for other uses. All the collected data in original shall be submitted to Client or Town Planning Department.

- (12) The decision of Procuring Entity shall be final in all the matters of TOR including matters requiring interpretation, resolution of dispute, relaxation, etc.

## Section VA: General Conditions of Contract

(General Provisions)

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

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		1.1.11	“Key Expert(s)” or “Key Personnel” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
		1.1.12	“Local Currency” means Indian Rupees.
		1.1.13	“Member” means any of the entities that make up the Joint Venture/ Consortium/ Association; and “Members” means all these entities.
		1.1.14	“Non-Key Expert(s)” means an individual professional provided by the Consultant to perform the Services or any part thereof under the Contract.
		1.1.15	“Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
		1.1.16	“Personnel” means professionals and support staff provided by the 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 India; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India.
		1.1.17	“Reimbursable expenses” where applicable means all assignment-related costs other than Consultant’s remuneration.
		1.1.18	“Rules” means the Rajasthan Transparency in Public Procurement Rules, 2013.
		1.1.19	“SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
		1.1.20	“Services” means the work to be performed by the Consultant pursuant to this Contract.
		1.1.21	“Similar Assignments” means assignments such as Master Plan/City Development Plan/Zonal Development Plan/Sector Plan/GIS mapping through satellite data or total station survey in the field of urban planning.
		1.1.22	“Third Party” means any person or entity other than the Government, the Client, the Consultant

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		1.1.23	“In writing” means communicated in written form as a letter, E-mail, fax to the specified address, contact id with proof of receipt.
<b>2. Interpretation</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
<b>2.1</b>	<b>Relationship Between the Parties</b>	2.1.1	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Experts and Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
<b>2.2</b>	<b>Law Governing the Contract</b>	2.2.1	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
<b>2.3</b>	<b>Language</b>	2.3.1	This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
<b>2.4</b>	<b>Headings</b>	2.4.1	The headings shall not limit, alter or affect the meaning of this Contract.
<b>2.5</b>	<b>Notices, Communications</b>	2.5.1	Any communication, notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in Writing. Any such notice, request or consent shall be deemed to have been given or made when delivered personally, posted, e-mailed, faxed to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
		2.5.2	A Party may change its address for notice hereunder by giving the other Party a notice In Writing of such change to the address specified in the SCC.
<b>2.6</b>	<b>Location</b>	2.6.1	The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is changed, at such locations, as the client may approve.



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<b>2.7</b>	<b>Authority of Member in Charge or Team Leader</b>	2.7.1	In case the Consultant consists of a Joint Venture/ Consortium/ Association of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments in the joint name from the Client.
<b>2.8</b>	<b>Authorized Representatives</b>	2.8.1	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the Authorized Representatives specified in the SCC.
<b>3. Code of Integrity</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>

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3.1	<b>Code of Integrity</b>	3.1.1	<p>It is required that bidders observe the highest standard of ethics during the procurement process and performance of the Contract. Therefore, The Consultant, or their personnel shall-</p> <p>(a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or performance of the Contract or to otherwise influence the Client/ Procuring Entity;</p> <p>(b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation in performance of the Contract;</p> <p>(c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process and performance of the Contract;</p> <p>(d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process and performance of the Contract;</p> <p>(e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process and performance of the Contract;</p> <p>(f) not obstruct any investigation or audit of a procurement process and performance of the Contract;</p> <p>(g) disclose conflict of interest, if any; and</p> <p>(h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring Entity.</p>
3.2	<b>Measures to be Taken On Breach Of Code of Integrity</b>	3.2.1	<p>Breach of Code of Integrity by the Consultant or their personnel:- Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, 2012, in case of any breach of the Code of Integrity by the Consultant, or their personnel, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the said Act.</p>

<b>4. Commencement, Completion, Modification and Termination of Contract</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
<b>4.1</b>	<b>Effectiveness of Contract</b>	4.1.1	This Contract shall come into force and effect on the date (the “Effective Date”) on which the Client issues to the Consultant the Letter of Acceptance/ Award of his Proposal. The notice to commence the Services, if issued separately, shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
	<b>Forfeiture of Performance Security</b>	4.1.2	Performance Security amount in full or in part may be forfeited by the Client in any of the following cases:- (a) If the Consultant fails to commence the Services within the time period after signing of the agreement as specified by the Client. (b) If any of the terms and conditions of the Contract is breached. (c) When the Consultant fails to execute the Contract satisfactorily. (d) If the Consultant breaches any provision of the Code of Integrity prescribed in the Act and Chapter VI of the Rules and GCC Clause 3.
<b>4.2</b>	<b>Termination of Contract for Failure to Become Effective</b>	4.2.1	If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SCC, either Party may, by not less than twenty one (21) Days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
<b>4.3</b>	<b>Commencement of Services</b>	4.3.1	The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the Effective Date specified in the SCC.
<b>4.4</b>	<b>Expiration of Contract</b>	4.4.1	Unless terminated earlier, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
<b>4.5</b>	<b>Entire Agreement</b>	4.5.1	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 liable for, any statement, representation, promise or agreement not set forth herein.

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

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<b>5.2</b>	<b>No Breach of Contract Due to Force Majeure</b>	5.2.1	The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
<b>5.3</b>	<b>Measures to be Taken</b>	5.3.1	A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
		5.3.2	A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
		5.3.3	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
		5.3.4	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either: i. demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or ii. Continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
		5.3.5	In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled through Dispute Resolution Mechanism.

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<b>5.4</b>	<b>Suspension</b>	5.4.1	The Client 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 request the Consultant to remedy such failure within a period not exceeding thirty (30) Days after receipt by the Consultant of such notice of suspension.
<b>6. Termination</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
<b>6.1</b>	<b>By the Client</b>	<b>6.1.1</b>	The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs mentioned below. In such an occurrence the Client shall give a not less than thirty (30) <u>days</u> written notice of termination to the Consultant in case of the events referred to in (a) through (d), sixty (60) <u>days</u> in the case of the event referred to in (e), fourteen (14) <u>days</u> in the case of the event referred to in (f) and (g), and five (5) <u>days</u> in the case of the event referred to in (h), :

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			<ul style="list-style-type: none"> <li>(a) If the Consultant fails to remedy a failure in the performance of its obligations under the Contract, as specified in the notice of termination, within thirty (30) Days of receipt of such notice of termination or within such further period as the Client may have subsequently approved In Writing.</li> <li>(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.</li> <li>(c) If the Consultant fails to comply with any final decision reached as a result of Dispute Resolution Mechanism or arbitration proceedings, where permissible.</li> <li>(d) 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.</li> <li>(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</li> <li>(f) If the Consultant, in the judgment of the Client, has breached any provision of the Code of Integrity as given in GCC Clause 3 or engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing this Contract.</li> <li>(g) If the Consultant submits to the Client a false statement/ document which has a material effect on the rights, obligations or interests of the Client.</li> <li>(h) If the Consultant fails to confirm availability of Key Experts as required in GCC Clause 4.3.1.</li> </ul>
		6.1.2	<p>Termination by the Client due to failure of the Consultant to provide the required services shall lead to the forfeiture of the Performance Security as per GCC Clause 4.1.2 [Forfeiture of Performance Security].</p>

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<b>6.2</b>	<b>By the Consultant</b>	6.2.1	<p>The Consultant may terminate this Contract, by not less than thirty (30) <u>days</u>' written notice to the Client, in case of the occurrence of any of the events specified as under:</p> <ul style="list-style-type: none"> <li>(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute within forty-five (45) Days after receiving written notice from the Consultant that such payment is overdue.</li> <li>(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.</li> <li>(c) If the Client fails to comply with any final decision reached as a result of Dispute Resolution Mechanism or arbitration, where permissible.</li> <li>(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved In Writing) following the receipt by the Client of the Consultant's notice specifying such breach.</li> </ul>
<b>6.3</b>	<b>Cessation of Rights and Obligations</b>	6.3.1	<p>Upon termination of this Contract pursuant to GCC Clauses 4.2 and 6 hereof, or upon expiration of this Contract pursuant to GCC Clauses 4.4, all rights and obligations of the Parties hereunder shall cease, except:</p> <ul style="list-style-type: none"> <li>(i) such rights and obligations as may have accrued on the date of termination or expiration,</li> <li>(ii) the obligation of confidentiality set forth in GCC Clause 7.7,</li> <li>(iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records by the Client set forth in GCC Clause 7.10, and</li> <li>(iv) any right which a Party may have under the Applicable Law.</li> </ul>
<b>6.4</b>	<b>Cessation of Services</b>	6.4.1	<p>Upon termination of this Contract by notice of either Party to the other pursuant to GCC Clause 6.1 or 6.2, the Consultant shall, immediately upon despatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by GCC Clause 7.13 or 7.14.</p>



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<b>6.5</b>	<b>Payment upon Termination</b>	6.5.1	<p>Subject to the GCC Clause 3.2.1 [Measures to be Taken on Breach of Code of Integrity], upon termination of this Contract, the Client shall make the following payments to the Consultant:</p> <ul style="list-style-type: none"> <li>(a) payment for Services satisfactorily performed prior to the effective date of termination; and</li> <li>(b) in the case of termination pursuant to paragraphs (d) and (e) of GCC Clause 6.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.</li> </ul>
<b>6.6</b>	<b>Disputes about Events of Termination</b>	6.6.1	<p>If either Party disputes whether an event has occurred, such Party may, within forty-five (45) Days after receipt of notice of termination from the other Party, may take recourse to Dispute Resolution Mechanism, and in that case this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting award in accordance with the Dispute Resolution Mechanism or arbitration, where permissible.</p>
<b>6.7</b>	<b>Extension in Completion Period and Liquidated Damages</b>	6.7.1	<p>If the Consultant considers at any time during the performance of the Contract that it is unable to meet the agreed dates and deadlines set forth for various deliverables due to occurrence of an event of Force Majeure or any other reasons, it may request in writing within 14 (Fourteen) days of the occurrence of cause of hindrance to the Client to extend the completion period of the Contract giving detailed reasons and justifications. The Client, after considering the reasons and justifications, may extend the period set forth for completion of the contract with or without liquidated damages. The Procuring Entity, except in case of an event of Force Majeure or reasons beyond the control of the Consultant, shall be entitled to impose on the Consultant, liquidated damages of 1% of the Contract amount for each week of delay after the stipulated period of completion of the Contract. However, the liquidated damages shall not exceed a total of 10% of the Contract amount.</p>

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<b>7. Obligations of the Consultant</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
<b>7.1</b>	<b>Standard of Performance</b>	7.1.1	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 <i>to the satisfaction of the client</i> , and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, approved professionals, 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 Client, and shall at all times support and safeguard the Client's legitimate interests. No decision regarding design or incidental thereto of the consultant should cause any loss to the Client. All designs, drawings and the estimates should provide optimum value to the Client.
		7.1.2	The Consultant shall employ and provide such qualified and experienced Experts as are required to carry out the Services.
<b>7.2</b>	<b>Law Governing Services</b>	7.2.1	The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts as well as the Personnel of the Consultant complies with the Applicable Law.
<b>7.3</b>	<b>Conflict of Interests</b>	7.3.1	The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
<b>7.4</b>	<b>Consultant Not to Benefit from Commissions, Discounts, etc</b>	7.4.1	The payment of the Consultant pursuant to GCC Clause 10 shall constitute the Consultant's only payment in connection with this Contract and, 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 the Experts/ Personnel and agents of either of them, similarly shall not receive any such additional payment.

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		7.4.2	Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Procuring Entity's procurement rules and guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions negotiated by the Consultant in the exercise of such procurement advisory responsibility shall be for the account of the Client.
<b>7.5</b>	<b>Consultant and Affiliates Not to be Otherwise Interested in Project</b>	7.5.1	The Consultant agrees that, during the term of this Contract and after its completion or termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.
<b>7.6</b>	<b>Prohibition of Conflicting Activities</b>	7.6.1	The Consultant shall not engage, and shall cause its Experts, Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
		7.6.2	The Consultant has an obligation and shall ensure that its Experts shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract, in addition to any action which may be taken under the provisions of the Act and the Rules.
<b>7.7</b>	<b>Confidentiality</b>	7.7.1	In addition to the provisions of Section 49 of the Act and Rule 77 of the Rules, except with the prior written consent of the Client, the Consultant and the Experts or Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts or Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
<b>7.8</b>	<b>Liability of the Consultant</b>	7.8.1	Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as per the Applicable Law.

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7.9	<b>Accounting, Inspection and Auditing</b>	7.9.1	The Consultant shall keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
		7.9.2	The Consultant shall permit the Procuring Entity or Government of Rajasthan and/or persons appointed by them to inspect the Site and its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Procuring Entity or Government of Rajasthan.
		7.9.3	The Consultant's attention is drawn to the fact that acts of the Consultant intended to impede the exercise of the powers of inspection and audit by the Client constitute a prohibited practice subject to Contract termination (as well as to a determination of ineligibility for further contracts).
7.10	<b>Reporting Obligations</b>	7.10.1	The Consultant shall submit to the Client the reports and documents specified in Appendix A hereto, in the form, in number and within the time periods set forth in the said Appendix. Final reports shall be delivered in soft copy in addition to the hard copies specified in the said Appendix.
7.11	<b>Proprietary Rights of the Client in Reports and Records</b>	7.11.1	Unless otherwise indicated in the <b>SCC</b> , all reports and relevant data and information such as maps, drawings, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

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		7.11.2	If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.
<b>7.12</b>	<b>Equipment, Vehicles and Materials Provided by the Client</b>	7.12.1	Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client In Writing, shall insure them in an amount equal to their full replacement value.
<b>7.13</b>	<b>Equipment and Materials Provided by the Consultant</b>	7.13.1	Any equipment or materials brought by the Consultant or its Experts and Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Experts and Personnel concerned, as applicable.
<b>8. Consultants' Experts, Personnel</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
<b>8.1</b>	<b>Description of Key Experts</b>	8.1.1	The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in <b>Appendix B</b> .
<b>8.2</b>	<b>Replacement of Key Experts</b>	8.2.1	Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

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		8.2.2	Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
<b>8.3</b>	<b>Removal of Experts or Sub-consultants</b>	8.3.1	If the Client finds that any of the Experts has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert has engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.
		8.3.2	In the event that any of Key Experts, Non-Key Experts is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
		8.3.3	Any replacement of the removed Experts shall possess better qualifications and experience and shall be acceptable to the Client.
		8.3.4	The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.
<b>8.4</b>	<b>Resident Project Manager</b>	8.4.1	If required by the SCC, the Consultant shall ensure that at all times during the Consultant's performance of the Services a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.
<b>9. Obligations of the Client</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
<b>9.1</b>	<b>Assistance and Exemptions</b>	9.1.1	Unless otherwise specified in the SCC, the Client shall use its best efforts to:

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		9.1.1.1	Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
<b>9.2</b>	<b>Change in the Applicable Law Related to Taxes and Duties</b>	9.2.1	If, after the date of this Contract, there is any change in the Applicable Law with respect to existing or new taxes and duties which increases or decreases the cost incurred by the 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 Contract price amount specified in GCC Clause 10.1.1.
<b>9.3</b>	<b>Services, Facilities and Property of the Client</b>	9.3.1	The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference ( <b>Appendix A</b> ) at the times and in the manner specified in said <b>Appendix A</b> .
		9.3.2	In case that such services, facilities and property shall not be made available to the Consultant, the Parties shall agree on: (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result of it.
<b>9.4</b>	<b>Payment Obligation</b>	9.4.1	In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in <b>Appendix A</b> and in such manner as is provided by GCC Clause 10 below.

**10. Payments to Consultant**

<b>10.1</b>	<b>Contract Price</b>	10.1.1	The Contract price is fixed and is set forth in the <b>SCC</b> . The Contract price breakdown is provided in <b>Appendix C</b> .
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		10.1.2	Any change to the Contract price specified in GCC Clause 10.1.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to GCC Clause 4.6 and have amended in writing the Terms of Reference in <b>Appendix A</b> .
<b>10.2</b>	<b>Payment</b>	10.2.1	In consideration of the Services performed by the Consultant under this Contract as specified in <b>Appendix A of GCC</b> , the Client shall make to the Consultant such payments and in such manner as is provided in the Contract. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.
<b>10.3</b>	<b>Schedule of Payments</b>	10.3.1	The schedule of payments shall be as stated in the Appendix-A of GCC.
<b>10.4</b>	<b>Reimbursable</b>	10.4.1	No Reimbursable payment shall be made separately in this Contract.
<b>10.5</b>	<b>Taxes and Duties</b>	10.5.1	The Consultant and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the <b>SCC</b> .
<b>10.6</b>	<b>Currency of Payment</b>	10.6.1	Any payment under this Contract shall be made in Indian Rupees.
<b>10.7</b>	<b>Payment for Additional Services</b>	10.7.1	For the purpose of determining the remuneration due for additional Services as may be agreed, a breakdown of the lump-sum price is provided in <b>Appendix C</b> .
<b>10.8</b>	<b>Advance Payment</b>	10.8.1	No advance payment shall be made.



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10.9	<b>Mode of Billing and Payment</b>	10.9.1	The total payments under this Contract shall not exceed the Contract Price set forth in GCC Clause 10.1 and the payments under this Contract shall be made in lump-sum installments against deliverables specified in <b>Appendix A.</b>
		10.9.2	<i>The Lump-Sum Installment Payments:</i> The Client shall pay the Consultant within after the acceptance” of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
		10.9.3	<i>The Final Payment:</i> The final payment under this Clause shall be made after submitting the hard and soft copies of Zonal Development Plan in the required numbers and all required data to the Client.  Any amount, which the Client 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 Client within thirty (30) Days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.
		10.9.4	All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
		10.9.5	With the exception of the final payment, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
11.1	<b>Good Faith</b>	11.1.1	The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realisation of the objectives of this Contract.

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<b>12. Settlement of disputes</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
<b>12.1</b>	<b>Settlement of Disputes</b>	12.1	Dispute Resolution Mechanism shall be as stated in <b>Annexure A.</b>

## Annexure A: Dispute Resolution Mechanism

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

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

Dispute Resolution Mechanism will have the Committee at the levels of Head of the Office:

.....  
.....

- III. Arbitration will be applicable in case of disputes arising in contracts above a value of more than Rs.1 crore which remain unresolved through the Dispute Resolution Committee.
  
- IV. All legal proceedings, if necessary arise to institute by any of the parties shall have to be lodged in courts situated in Rajasthan and not elsewhere.
  
- V. Procedure of reference to the Dispute Resolution Committee:-

The Supplier shall present his representation to the Procuring Entity along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One lakh, within three months of occurrence of the Dispute. The Procuring Entity shall prepare a reply of representation and shall represent its stand before the concerned Dispute Resolution Committee. From the side of the Supplier, the claim case may be presented by himself or through a representative. After hearing both the parties, the Dispute Resolution Committee shall pronounce its decision which shall be final and binding both on the Supplier and the Procuring Entity.

**Appendix-'A'****TERMS OF REFERENCE (TOR) INCLUDING DESCRIPTION OF SERVICES FOR PREPARATION OF ZONAL DEVELOPMENT PLANS**

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 Class-I cities (as per Census 2011) of Rajasthan. The bidder has to prepare all the Zonal Development Plans of the town.

S. No.	Name of Zonal Development Plan	Area to be covered in Hec. (approx.)
1		
2		
3		

**Delineation of zone boundary**

The Senior Town Planner/Deputy Town Planner of Zonal/ Regional Offices of Town Planning Department shall decide the boundaries or delineate the area of the Zonal Development Plan preferably on the basis of planning zone boundary as indicated in the Master Plan. However various physical & natural features, major roads, proposed land uses in the Master Plan, etc. may also be taken into consideration.

**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 total station survey and digitized from the available digital data source such as RUIS/Rajdhara/GIS Library or any other source which is available in the concerned ULB on GIS platform.

(i) The detailed Zonal Base Map in stage 1 (i) 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 telephone, water etc.
- Contours, if necessary
- All major landmarks of the zones

(ii) The detailed Zonal base map in stage 1 (ii) shall also indicate all urban properties (non-agriculture) situated in Zone boundary along with existing land use, within Municipal limits.

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 both in black & white and colour. Legend and all other writing works/details on the Base Map shall be in both Hindi and English.

b) The consultant shall collect following data / information in coordination with the client:

- Collection of Revenue Maps and their digitization.
- Collection & listing of records related to commitments of Approved layout plans, 90-A/ 90-B orders, government land allotments, etc.
- Collection & listing of records related to Government lands, ULBs Lands, Charagah Land, Forest Land, River, Water body, Hill, etc.
- Any other data relevant to the assignment.

**Stage-2: Superimposition of all Commitments, Revenue Maps, Government Lands, natural/ major physical features, etc. & superimposition of Municipal/ward boundary on the base map.**

After collecting of relevant data/information, the consultant, in consultation with client, shall Superimpose Revenue Map, commitments and other information collected at Stage-1(i) on Base Map.

**Stage-3: 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

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concerned District Town Planner/concerned Assistant Town Planner and will also facilitate in Verification of revenue map superimposition to ULB from revenue authority.

**Stage4- Finalization of detailed Zonal Base Map**

The consultant shall facilitate finalization of the draft Zonal Base Map verified at Stage-3 at concerned Zonal /Regional office of the Town Planning Department and will also provide required technical manpower to Town Planning office.

**Stage-5: Superimposition of Master Plan & Preparation of Draft Zonal Development Plan.**

The consultant shall facilitate the Regional/ Zonal Offices of Town Planning Department for superimposition of Master Plan land uses on the final base map and to prepare the Draft Zonal Development Plan showing 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 on the Government land available in the zone.

A brief report shall also indicate changes in Master Plan and consequential minor changes, if any, required due to existing development, and commitments and Zonal level facility requirement.

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

The consultant shall facilitate Client in consultation with Town Planning Department to invite objections/suggestions on draft Zonal Development Plan for 15 days by publishing a notice in two daily local newspapers and on notice board of other prominent places of the city. The copy of the draft Zonal Development Plan shall be made available for inspection in the ULB for public. The draft ZDP shall also be made available on ULB & Town Planning Department website.

**Stage-7: Processing of Objections/ Suggestions.**

The consultant shall facilitate the Client 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 with recommendations which shall be sent it to the Town Planning Department.

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

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After receipt of objections/suggestions report from ULB, the Senior Town Planner of Zonal/ Regional Office of 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.

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

The Zonal Development Plan shall be submitted before the Trust and in case of municipal bodies to the competent authority as per provision of law for its approval. 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.

**Stage-10: Publication of Final Zonal Development Plan.**

After approval of the Final Zonal Development Plan, public notice shall be issued in two daily local newspapers for the information of public at large and copies of the same shall be made available in ULB for public viewing and for sale. It shall also be made available on ULB website and Town Planning Department website.

**Payment schedule:**

<b>SL. No.</b>	<b>Stages of Work</b>	<b>Payment Schedule</b>
1.	Stage-1 (i)	10%
2.	Stage-1 (ii)*	10%
3.	Stage-2 & Stage-3	15%
4.	Stage-4 & Stage-5	15%
5.	Stage-6, Stage-7 & Stage-8	20%
6.	Stage-9	10%
7.	Stage-10	10%
8.	Remaining amount to be paid after submitting the hard and soft copies of ZDP in the required nos. and all required data to the Client.	10%
	<b>Total</b>	<b>100% of Fee</b>

\*Payment of this work shall be made by the Client on completion of work mentioned at this stage. However, the submission and payment for further stages will not be stopped due to non-submission of this work. The consultant shall have to complete this work within the time frame.

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- Note:** 1. Payment for s.no.3, 4 & 5 will be made on the basis of total time allowed for all the stages commonly.  
2. Liquidated Damages (LD) shall be charged as per provisions of GF&AR.

**Some important Terms & Conditions:**

- (1) Senior Town Planner of the Zonal/Regional Office of Town Planning Department shall be the Nodal Officer for coordinating with the consultant and with Local Bodies, other agencies and departments.
- (2) The consultant shall provide hard copies/soft copies of all maps in coloured and black & white (both) at each stage to the Town Planning Office in 5 nos.).
- (3) The consultant shall provide coloured hardcopies of Draft Zonal Development Plan in 50 nos. and Finally approved Zonal Development Plan in 100 nos. along with softcopy in 100 nos. for each.
- (4) Stage wise payment shall be made by the Client to the consultant after acceptance of the stage-wise work and verification by the concerned Senior Town Planner.
- (5) The consultant is required to incorporate the suggestions given by Town Planning Department.
- (6) The consultant shall prepare the Base Map on GIS format.
- (7) The consultants are required to submit all deliverables to the Client or to the Town Planning Office as per requirement.
- (8) The consultant is required to submit the interim progress status periodically (weekly) to Client as well to Town Planning office. Monitoring of the entire work shall be done by Senior Town Planner of Town Planning Office.
- (9) Any difficulties/issues faced by the consultant should be immediately reported to Senior Town Planner/Deputy Town Planner of the Town Planning Office so as to avoid unnecessary delay in achieving the assigned Task.
- (10) All the primary data (satellite imageries, topo-sheets, survey maps, etc) procured and used for the preparation of Base Map has to be submitted in original by the consultant to the Town Planning Section of the Client. In case of no Town Planning Section in Client department then same shall be submitted to the Senior Town Planner of Town Planning Department.



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- (11) All detailed materials required for the preparation of Zonal Development Plan is exclusive property of the Client/Town Planning Department and cannot be used without permission for other uses. All the collected data in original shall be submitted to Client or Town Planning Department.
- (12) The decision of Procuring Entity shall be final in all the matters of TOR including matters requiring interpretation, resolution of dispute, relaxation, etc.

**APPENDIX B - KEY EXPERTS**

*[Insert a table based on Form TECH-4 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

.....

**APPENDIX C – BREAKDOWN OF CONTRACT PRICE**

*[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on Form FIN-2 of the Consultant's Proposal and reflects any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to Form FIN-2 at the negotiations or state that none has been made.]*

*When the Consultant has been selected under Quality-Based Selection method, also add the following:*

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-2 of the RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.

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

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**Model Form I  
Breakdown of Agreed Fixed Rates in Consultant’s Contract**

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

(Expressed in [Indian Rupees])

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
Home Office									
Work in India									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

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

Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

## Section VB: Special Conditions to Contract

Number of GCC Clause	Amendments of, and Supplements to Clauses in the General conditions of Contract
2.3.1	The language is English / Hindi.
2.5.1 & 2.5.2	<p>The addresses are:</p> <p><b>Client:</b> .....,            Attention: The .....,            Address : .....,            .....,            Contact No. ....</p> <p>Email: <u>.....</u></p> <p><b>Consultant:</b>            Attention: _____            Address: _____            _____            Contact No. _____            Facsimile : _____            Email: _____</p>
2.8	<p>The Authorized Representatives are:</p> <p>For the Client: .....</p> <p>For the Consultant: _____</p>
4.1.1	The time period within which the Contract must become effective after signing of the Contract is 15 days.
4.3.1	The time period within which the Consultant must commence the Services after the effective date of the Contract is 15 Days. In case the Consultant fails to commence the services within this time period, the Client after due notice shall terminate the contract and forfeit the Performance Security.
4.4.1	The time period for completion of the Contract shall be as per TOR.

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<p><b>7.8.1</b></p>	<p>Limitation of the Consultant' Liability towards the Client</p> <p>(a) Except in case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or 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> <p>(i) For any indirect or consequential loss or damage; and</p> <p>(ii) For any direct loss or damage that exceeds by three times the total value of the Contract.</p> <p>(b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.</p>
<p><b>7.11.1</b></p>	<p>No material, including all the collected data, its analysis, projections and proposals, with study map/supporting maps and plans, shall be given or used for any other work by any person or organization by the consultant. All this material is exclusive property of Client and cannot be used without permission for other uses.</p>
<p><b>9.1</b></p>	<p>List of assistance to be provided by the Client: GIS based map, commitments, Master Plans Report and Maps.</p>

## Section V C: Contract Forms

<b>Table of contents</b>	<b>Page No.</b>
5.1. Contract Agreement .....	
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5.4. Advance Payment Guarantee .....	

### 5.1 Contract Agreement

(To be executed on Non-Judicial Stamp Paper of appropriate value)

#### **Contract for Consultancy Services Lump-Sum**

between

[Name of the Client]

and

[Name of the Consultant]

Dated:

### **CONTRACT AGREEMENT**

(Text in brackets [ ] is optional; all notes should be deleted in final text)

This CONTRACT (hereinafter called the “Contract”) is made the [day number] day of the month of [month], [year], between, on the one hand, [name of Client (Procuring Entity)] (hereinafter called the “Client”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the “Consultant”).]

**WHEREAS:**

- (a) The Client has requested the Consultant to provide certain consulting services as defined in this Contract (herein after called the “Services”)
- (b) The Consultant, having presented to the Client that it has the qualified professional skills, expertise and technical resources, has agreed to provide the Services on terms and conditions set forth in this Contract;

**NOW THEREFORE** the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract
  - (b) The Special Conditions of Contract;
  - (c) Appendices:

Appendix A:           Terms of Reference  
Appendix B:           Key Experts  
Appendix C:           Breakdown of Contract Price

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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





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legally domiciled in \_\_\_\_\_,  
(hereinafter “the Guarantor”), have agreed to give the Supplier a Security:  
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of  
the Consultant, up to a total of \_\_\_\_\_and we undertake to pay you, upon your  
first written demand declaring the Consultant to be in default under the Contract,  
without cavil or argument, any sum or sums within the limits of \_\_\_\_\_as  
aforesaid, without your needing to prove or to show grounds or reasons for your  
demand or the sum specified therein.

This Security is valid until the \_\_\_\_\_day of \_\_\_\_\_, ..

Name \_\_\_\_\_  
In the capacity of \_\_\_\_\_  
Signed \_\_\_\_\_  
Duly authorised to sign the Security for and on behalf of \_\_\_\_\_  
Date \_\_\_\_\_  
Bank’s Seal \_\_\_\_\_

**5.3 Performance Security Declaration**

**Performance Security Declaration**

Date: [insert date (as day, month and year)]  
Contract Name and No.: [insert name and number of Contract]

To: [insert complete name of Procuring Entity]

We, the undersigned, declare that:

We understand that, according to your conditions, the Contract must be supported by  
a Performance Security Declaration as a guarantee to ensure fulfillment of our all  
performance obligations under the Contract [insert name of subject matter of  
procurement] .

We accept that we will automatically be suspended from being eligible for bidding in any  
contract with you for the period of time of [Procuring Entity to indicate here the period  
of time for which the Procuring Entity will declare a Bidder ineligible to be awarded a  
Contract if the performance Security Declaration is to be executed.] starting on the  
date that we receive a notification from you, the [Procuring Entity] that our  
Performance Security Declaration is executed, if we are in breach of any of our  
performance obligation under the conditions of the Contract,

We understand this Performance Security Declaration shall expire after 60 days of  
completion of our all obligations under the Contract including warranty/ Guarantee,  
operation, maintenance, etc. in accordance with the conditions of the Contract.

Signed: \_\_\_\_\_  
[insert signature of person whose name and capacity are shown]

In the capacity of: \_\_\_\_\_  
[insert legal capacity of person signing the Performance Security Declaration]

Name: \_\_\_\_\_  
[insert complete name of person signing the Performance Security Declaration]

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

\_\_\_\_\_ [insert complete name of Consultant]

Dated on day of \_\_, \_\_

[insert date of signing]

Corporate Seal \_\_\_\_\_

**4. Advance Payment Guarantee**

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

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

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

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

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

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum ..... *[name of the currency and amount in figures]* (..... ) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we ..... *[Name of the Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ..... *[name of the currency and amount in figures]*..... *[amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant is in breach of its obligation under the Contract because the Consultant used the advance payment for purposes other than the costs of mobilization in respect of the Services required and/ or because complete recovery of amount of the advance payment could not be made.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of

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

Name \_\_\_\_\_  
In the capacity of \_\_\_\_\_  
Signed \_\_\_\_\_  
Duly authorised to sign the Security for and on behalf of \_\_\_\_\_  
Date \_\_\_\_\_  
Bank's Seal \_\_\_\_\_