

जयपुर विकास प्राधिकरण, जयपुर ।

यू.ओ.नोट क्रमांक: जविप्रा/अधि.अभि./हाउसिंग-।/18/डी-320

दिनांक:-09.05.2018

पूर्ण कालीन बिड सूचना सं0 अधि.अभि.-हाउसिंग-।/11/2018-19

जयपुर विकास प्राधिकरण द्वारा “जवाहर नगर कच्ची बस्ती, जयपुर की विस्तृत परियोजन रिपोर्ट तैयार करने हेतु कंसलटेन्सी सर्विस” कार्य हेतु दिनांक 15.07.2018 दोपहर 3.00 बजे तक ऑनलाईन बिड आमन्त्रित की जाती है जिसका विस्तृत विवरण निविदा प्रपत्र में उपलब्ध है। अधोहस्ताक्षकर्ता के कार्यालय में अथवा राजस्थान सरकार के उपापन पोर्टल <http://sppp.rajasthan.gov.in> व www.eproc.rajasthan.gov.in एवं जयपुर विकास प्राधिकरण की वेबसाइट www.jda.urban.rajasthan.gov.in पर देखी जा सकती है।

बोलीदाता को बोली में भाग लेने हेतु आवश्यक है कि

1. जयपुर विकास प्राधिकरण की वेबसाइट www.jda.urban.rajasthan.gov.in पर पंजीकृत हो। निविदा शुल्क व RISL प्रक्रिया शुल्क केवल ऑनलाईन द्वारा ही देय होगी। बोली प्रतिभुति ऑनलाईन अथवा निर्धारित प्रोफार्मा में बैंक गारन्टी के द्वारा दी जा सकती है।
2. ऑनलाईन निविदा में भाग लेने हेतु राजस्थान सरकार के पोर्टल www.eproc.rajasthan.gov.in पर पंजीकृत हो।

अधिशायी अभियन्ता (हाउसिंग-।)
जयपुर विकास प्राधिकरण,
जयपुर

JAIPUR DEVELOPMENT AUTHORITY

**Office of Executive Engineer (Housing-I), Room No. 304, Citizen Care Centre Building,
JDA Campus, Indira Circle, Jawahar Lal Nehru Marg, Jaipur- 302004**

Telephone : + 91-141-2569696 e.mail :

No: JDA/EE Housing-I /2018-19/D-320

Dated: 09.05.18

NOTICE INVITING BID

NIB NO: EE Housing-I/11/2018-19

Online Bids are invited up-to 3.00 PM of 15.06.2018 for "Consultancy Service for Preparation of Detail Project Report for Jawahar Nagar Slum Area, Jaipur" Details may be seen in the bidding document at our office or the website of State Public Procurement Portal website www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in.

To participate in the bid, the bidder has to be:

1. Registered on JDA website www.jda.urban.rajasthan.gov.in

For participating in the Bid, the bidder has to apply for the bid and pay the bidding document Fee and RISL processing Fee online only. Bid security deposit may be deposited online or through bank guarantee method in prescribed format.

2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

Executive Engineer (Housing-I)
JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY

Request for Proposal

For

**Consultancy Service for Preparation of Detail
Project Report for Jawahar Nagar Slum Area,
Jaipur**

Bid Document Cost – INR 10000.00 (Non-Refundable)

Jaipur Development Authority, Jaipur

Ram Kishor Vyas Bhawan, Indra Gandhi Circle, JLN Marg, Jaipur - 302004

Procurement of Consultancy Services

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JAIPUR DEVELOPMENT AUTHORITY

Ram Kishor Vyas Bhawan, Indra Circle,
Jawaharlal Nehru Marg, Jaipur-302004 Rajasthan India

Phone: 0141-2569696, E-mail: jda@rajasthan.gov.in, Website: www.jda.urban.rajasthan.gov.in

No.:EE housing-I / 11 / 2018-19

Date: 09.05.2018

Notice Inviting Proposal

Consultancy Services for Preparation of Detailed Project Report for Jawahar Nagar Slum Area, Jaipur

1. JDA invites Proposals from eligible Consultants for **Preparation of Detailed Project Report for Jawahar Nagar Slum Area, Jaipur**
2. The consultant should have minimum qualification criteria as given below:
 - I. Consultant should be in consultancy business operations in the field of Urban Planning, Architecture and Civil infrastructure for last 5 years.
 - II. The consultant shall have experience in completion of minimum 02 no. of DPR of any one million plus town with appraisal has been made by any central appraisal agency and duly approved by MoHUPA, Gol having cumulative project cost not less than Rs. 150 crore.
 - III. Consultant shall have experience of at least one, PPP model based DPR approval under affordable housing in partnership of MoHUA, Gol.
 - IV. Average annual turnover of the consultant shall not be less than Rs. 5 crore for the last five financial years ending on 31st March 2018.
3. No Joint Venture / Consortium shall be permitted.
4. Interested Consultants may submit their proposals along with (i) Bid Document Cost of INR 10000.00 (Non-refundable) and (ii) Bid Security of INR 1.25 Lac (Refundable) as per provision of RFP Document on or before the Due Date 15.06.2018 **up to 15:00 hrs.** All interested consultants are advised to go through the RFP Document, visit the project site and communicate their queries, if any, in writing on or before **30.05.2018 upto 3:00 P.M.** to Executive Engineer (Housing-I/II), Ram Kishor Vyas Bhawan, Indra Circle, Jawaharlal Nehru Marg, Jaipur-302004, Rajasthan, India, Phone: 0141-2569696, E-mail: jda@rajasthan.gov.in, Website: www.jda.urban.rajasthan.gov.in.
5. RFP Document can be downloaded from tender section on the website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in from 11.05.2018 15.00 hrs. onwards. No liability will be accepted by JDA for downloading incomplete document(s). JDA reserves the right to accept or reject the proposals without incurring any obligation to inform the affected applicant/s of the grounds.

**Executive Engineer (Housing - I/II)
Jaipur Development Authority**

JAIPUR DEVELOPMENT AUTHORITY

Ram Kishor Vyas Bhawan, Indra Circle,
Jawaharlal Nehru Marg, Jaipur-302004 Rajasthan india
Phone: 0141-2569696, E-mail: jda@rajasthan.gov.in. Website: www.jda.urban.rajasthan.gov.in

Letter of Invitation

Ref No: JDA/ EE housing-I / 11 / 2018-19

Date: 09/05/2018

To,

Dear _____

1. Director Engineering, JDA, invites proposals to provide consulting services for **Preparation of Detailed Project Report for Jawahar Nagar Slum Area, Jaipur.**
2. The background information and Terms of Reference for the consulting services are provided in Section III of the Request for Proposal (RFP) Document.
3. A firm will be selected under **Quality and Cost Based Selection Method described in this RFP.**
4. The RFP includes the following documents:

Section I	-	Instructions to Consultants
Section II	-	Bid Data Sheet
Section III	-	Terms of Reference
Section IV	-	Bidding Forms
Section VA	-	General Conditions of Contract (GCC)
Section VB	-	Contract Forms

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

5. JDA reserves the right to accept or reject any or all proposals, and to annul the selection process and reject all proposals at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected firms on any grounds.

Executive Engineer (Housing - I/II)
Jaipur Development Authority

Section – 1

INSTRUCTIONS TO CONSULTANTS

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Instructions to Consultants

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INSTRUCTIONS TO CONSULTANTS

S. No	Particulars	Clause	Description
1	Definitions	1.1	"CSMC" means Central Sanctioning and Monitoring Committee
			"DPR" means Detailed Project Report
			"EMI" means Equated Monthly Installment
			"EWS" means Economically Weaker Section
			"FAR" means Floor Area Ratio
			"FSI" means Floor Space Index
			"HFA" means Housing for All
			"HFAPoA" means Housing for All Plan of Action
			"HUDCO" means Housing and Urban Development Corporation
			"IEC" means Information Education & Communication
			"IFD" means Integrated Finance Division
			JDA mean Jaipur Development Authority
			"PLI" means Primary Lending Institution
			"RWA" means Residents Welfare Association
			"SECC" means Socio Economic and Caste Census
			"SLAC" means State Level Appraisal Committee
			"SLNA" means State level Nodal Agencies
			"SLSMC" means State Level Sanctioning and Monitoring Committee
			"TDR" means Transfer of Development Rights
			"TPQMA" means Third Party Quality Monitoring Agency
			"ULB" means Urban Local Body
			"UT" means Union Territory
			"IS" means Indian Standard
			"Bid Data Sheet (BDS)" means such part of the Instructions to Consultants used to reflect specific assignment conditions.
			"Client" means the Client with which the selected Consultant signs the Contract for the Services.
			"Consultant" means the Consultant who may be any entity or person including any Sub-Consultant and other personnel who may provide the Services to the Client under the Contract.
			"Contract" means the Contract signed by the Parties and all the attached documents and the appendices.
			"Day" means a calendar day.
			"Government" means the Government of Rajasthan
			"Instructions to Consultants (ITC)" means the document which provides short listed Consultants with information needed to prepare their Proposals.
			"LOT means the Letter of Invitation being sent by the Client to the short listed Consultants.
			"Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside India; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside India.
			"Proposal" means the Technical Proposal and the Financial Proposal submitted by the Consultant.
			"RFP" means the Request For Proposals prepared by the Client for the selection of Consultants.

			<p>"Services" means the work to be performed by the Consultant pursuant to the Contract.</p> <p>"Sub-Consultants" means any person or entity to whom the Consultant, subcontracts any part of the Services while remaining solely liable for the execution of the Contract on behalf of consultant.</p> <p>"Terms of Reference" (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
2. Introduction			
2	Introduction	2.1	<p>Rajasthan is the largest state of India in terms of area and 8th in terms of population. The population of state, as per Census 2011, was about 7 crores. About 25% of Rajasthan population reside 184 Urban Local Bodies in the state, including the 6 large municipal corporations. The 23% of urban population in Rajasthan are slum-dwellers. Jaipur city, the state capital, has a population of 38 lakh and accounts for 17% of total urban population of Rajasthan. The decadal population growth of Jaipur city was 32% during 2001-11. About 10% of the city population is officially under below poverty line while about 5 lakh populations live in 238 'listed' slums of city. Despite several slum improvement programs and social welfare development schemes, poverty persists unabated and the gap between rich and poor is growing extensively. In Jaipur approximately 262 slums are existing out of which some slums are to be redeveloped on in-situ rehabilitation model under prevailing slum rehabilitation policy of the state, Hence in order of prioritization in-situ rehabilitation of state biggest slum on PPP model a detailed project report is to be prepared to judge the actual investment on housing and infrastructure and other activities and accordingly, the proposals are expected to be invited from various eligible developers interested in in-situ development on land based PPP model, it is expected that in this ambitious project in situ rehabilitation of around 10000-12,000 slum dwellers are expected.</p>
	Major Activities under Consultancy	2.2	<p>The major activities to be covered under RFP shall be as per Bid Data Sheet.</p>
		2.3	<p>This RFP consists of the following documents:</p> <p>Section 1: Instruction to Consultants (ITC)</p> <p>Section II: Bid Data Sheet (BDS)</p> <p>Section III: Terms of Reference (TOR)</p> <p>Section IV: Bidding Forms</p> <p>Section VA: General Conditions of Contract</p> <p>Section VB: Contract Forms</p>

		2.4	The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Bid Data Sheet, for consulting services required for the assignment named in the Bid Datasheet. The Proposal will be the basis for contract negotiations and Ultimately for a signed Contract with the selected Consultant.
		2.5	Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-bid meeting if proposed in BDS if one is specified in the Bid Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client's representative named in the Bid Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements. Consultants will bear all expenses related to their visit.
		2.6	The Client on consultant request 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.
		2.7	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.
	Address for communication	2.8	All communication in reference to this RFP shall be on the official address as per Bid Data Sheet.
	Period of Completion	2.9	The allocated work shall be completed as per the time period given in Bid Data Sheet.
	Pre-Bid meeting	2.10	The Pre-Bid Meeting (either to be held or not) with time and venue shall be as per Bid Data Sheet.
3	Conflict of Interest	3.1	The Client requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of the Client. Without limitation on the generality of the foregoing, Consultant and any of their affiliates, shall be considered to have a conflict of interest and shall not be hired, under any of the circumstances set forth below:
	Conflicting activities	3.1.1	A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing

			Consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods, works or non-consulting service resulting from or directly related to the firm's consulting services for such preparation or implementation.
	Conflicting assignments	3.1.2	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 privatization of public assets shall not purchase, nor advice purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.
	Conflicting relationships	3.1.3	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 <ul style="list-style-type: none"> 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.
		3.1.4	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.
		3.1.5	No agency or current employees of the Client shall work as Consultant under their own organization. Recruiting former employees of the Client to work for their former organization is acceptable subject to compliance of requirements of respective service rules and provided no conflict of interest exists. When the Consultant nominates any serving government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.
	Unfair Advantage	3.1.6	If a 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	3.1.7	The Consultants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Any person participating in the procurement process shall

			<ul style="list-style-type: none"> • 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; • Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation; • Not indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process; • Not misuse any information shared between the Client and the Consultants with an intent to gain unfair advantage in the procurement process; • 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; • Not obstruct any investigation or audit of a procurement process; • Disclose conflict of interest, if any; and • Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other Client. <p>Further, none of them shall indulge in corrupt, fraudulent, coercive and collusive practices. For the purpose of this clause these practices are defined as below:</p> <ol style="list-style-type: none"> corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party; fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
	Breach of Code of Integrity by the Consultant	3.1.8	<p>The Client 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, has breached any provision of the Code of Integrity as stated in ITC Sub-Clause 3.1.7 or has engaged in any corrupt, fraudulent, coercive, undesirable or restrictive practices in the selection process. In such an event, the Client shall, without prejudice to its any other rights or remedies will forfeit and appropriate the Bid Security or any other Security as genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client in regard to the bid, including consideration and evaluation of such Consultant's Proposal.</p>
		3.1.9	<p>Consultants shall furnish information on commissions and</p>

			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	Minimum Eligibility	3.2.1	<p>A Consultant may be a natural person, Government/semi Government, owned Entity.</p> <p>Technical:</p> <ol style="list-style-type: none"> I. Consultant should be in consultancy business operations in the field of Urban Planning, Architecture and Civil infrastructure for last 5 years. II. The consultant shall have experience in completion of minimum 02 no. of DPR of any one million plus town with appraisal has been made by any central appraisal agency and duly approved by MoHUPA / MoHUA, Gol having cumulative project cost not less than Rs. 150 crore. III. Consultant shall have experience of at least one, PPP model based DPR approval under affordable housing in partnership of MoHUA, GOI. <p>Financial</p> <p>Average annual turnover of the consultant shall not be less than Rs. 5 crore for the last five financial years ending on 31st March 2018.</p>
	Joint venture	3.2.2	No Joint venture permitted
		3.2.3	A Consultant, and all parties constituting the Consultant, shall have the nationality of India.
	Ineligibility / Black Listed / Debarred	3.2.3	A Consultant shall not be eligible to apply in case he has been debarred at any time in the preceding 5 years by Jaipur development Authority / State / Central Government / Undertaking.
3.3	Only one Proposal	3.3.1	Consultants (including the individual members of any joint venture) shall submit only one proposal either in its own name or as a part of a Joint Venture. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.
3.4	Proposal Validity	3.4.1	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.

3.5	Bid Security	3.5.1	Unless otherwise specified in the BDS, the Consultant shall furnish as part of its Bid, a Bid Security. The amount of Bid Security shall be in Indian Rupees as specified in Bid Data Sheet.
		3.5.2	The Bid Security may be given in the form of cash, a banker's Cheque or demand draft or bank guarantee of a Scheduled Bank in India, in specified format given Section IV [Bidding Forms], or deposited through eGRAS as specified in BDS.
		3.5.3	Bid Security instrument or cash receipt of Bid Security or a Bid Securing Declaration shall necessarily accompany the sealed Bid. Any Bid not accompanied by Bid Security or Bid Securing Declaration, if not exempted, shall be liable to be rejected.
		3.5.4	Bid Security of a Consultant lying with the Client in respect of other Bids awaiting decision shall not be adjusted towards Bid Security for this Bid. The Bid Security originally deposited may, however be taken into consideration in case Bids are re-invited.
		3.5.5	The bank guarantee presented as Bid Security shall be got confirmed from the concerned issuing bank. However, the confirmation of the bank guarantee shall not be valid if the issuing bank has become insolvent or has gone under liquidation or has otherwise ceased to be creditworthy.
		3.5.6	The Bid Security of unsuccessful Consultants shall be refunded soon after final acceptance of successful Bid and signing of Contract Agreement and submission of Performance Security by successful Consultant.
		3.5.7	The Bid Security taken from a Consultant shall be forfeited in the following cases, namely:- <ul style="list-style-type: none"> i. When the Consultant withdraws or modifies his Bid after opening of Bids; or ii. When the Consultant does not execute the agreement within the specified time; if any, after issue of Letter of acceptance within the specified period; or iii. When the Consultant fails to commence the Services as per the Letter of Acceptance within the time specified; or iv. When the Consultant does not deposit the Performance Security in the specified time limit after the Letter of Acceptance is issued; v. If the Consultant breaches any provision of the Code of Integrity prescribed for Consultants as specified in the ITC Sub-Clause 3.1.7 [Code of Integrity]; or vi. If the Consultant does not accept the correction of its Bid Price pursuant to ITC sub-Clause 7.3.3
		3.5.8	In case of the successful Consultant, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful Consultant furnishes the full amount of Performance Security. No interest will be paid by the Client on the amount of Bid Security.
		3.5.9	The Client shall promptly refund the Bid Security of the Consultants at the earliest of any of the following events,

			<p>namely:-</p> <ul style="list-style-type: none"> • The expiry of validity of Bid Security, but the bid in such case shall not be considered; • The execution of agreement for procurement and Performance Security is furnished by the successful Consultant; • The cancellation of the procurement process; or • The withdrawal of Bid prior to the deadline for presenting Bids, unless the Bidding Document stipulates that no such withdrawal is permitted.
4 Clarification and Amendment of RFP Documents			
4.1		4.1.1	Consultants may request a clarification of any of the RFP Documents up to the number of days indicated in the Bid Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Bid Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the Bid Document as a result of a clarification, it shall do so following the procedure under clause 4.1.2.
		4.1.2	At any time before the deadline for 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. The Consultants shall acknowledge receipt of all amendments. It shall also be uploaded on the State Public Procurement Portal and the Client's web site, where available. 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 Client and also by uploading it on its official website and State Public Procurement Portal. The Consultants may submit a modified proposal to take into account the amendment of RFP, prior to deadline for submission of proposals.
5. Preparation of Proposals			
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 (s) 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	Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.
		5.1.4	Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Bid Data Sheet. If it indicates two languages, the language in which the proposal of the successful Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that the firm's Personnel have a working knowledge

			of the Client's national language.
5.2	Technical Proposal Format and Content	5.2.1	The 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 IV of the RFP. The Technical Proposal shall provide the information indicated in the following paras from 5.2.1. to 5.2.7.
		5.2.2	The Technical Proposal should include: Brief description of the Consultants' organization (approximately 2 Pages) and an outline of recent experience (approximately 10 relevant assignments executed in the last three years) of the Consultant and, on assignments of a similar nature is required in Form TECH-2(A and B) of Section IV. For each assignment, the outline should indicate the names of assignment, date of work order, date of completion/draft completion, certificate issuing authority. Information should be provided only for all assignments for which the Consultant was legally contracted by the Client as a sub consultant / private firm (for Government work assignment only subjected to the certification from company chartered accountant regarding deduction of income tax and deposition of service tax for that respective assignment) or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
		5.2.4	A description of the approach, methodology and work plan for performing the assignment covering the following subjects: Technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this Section of the Technical Proposals is provided under Form TECH-3 of Section III.
		5.2.5	CVs of the Professional staff shall be signed by the staff themselves and countersigned by the Consultant (Form TECH-4 Part-II of Section IV).
		5.2.6	The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared as non-responsive.
5.3	Financial Proposals	5.3.1	The Financial Proposal shall be prepared using the attached Bidding Forms (Section IV). It shall list all costs associated with the assignment as indicating in the Bid Data Sheet. All activities and items described in the financial Proposal must be priced separately.
5.4	Currencies of Proposal and	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.

	Payments		
5.5	Taxes	5.5.1	The Consultant and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Bid Data Sheet.
6. Submission, Receipt and Opening of Proposals			
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 IV
		6.1.2	The Consultant or a person authorized by the Consultant shall sign all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney (Tech Form-9) accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.
6.2	Format and Signing of tender	6.2.1	Consultant shall submit their offer on line in electronic format both for technical and financial proposal and all documents should be digitally signed. Consultant shall procure digital certificate as per IT act. In case of a company, the duly authorized representative of the company holding a valid power of attorney (Tech-7 of Bidding Forms Section-IV) on the date of respective correspondence shall digitally sign the tender.
		6.2.2	Tender fees, processing fees, Bid Security in the form of DD should be submitted manually in the office of tendering authority as per date & time mentioned in Bid Data Sheet and scanned copy DD should be uploaded along with the technical bid.
		6.2.3	All omissions in the Schedule of price must be serially numbered and attested by the officer opening the bids, so as to make further dispute impossible on this score
		6.2.4	The documents listed in ITC a clause, along with addendum's issued till the date of bid submission, shall be filled by the Consultant to bind the Consultant to contract. A certificate regarding all pages of the bid has been digitally signed should be attached with prequalification bid.
		6.2.5	The cost of tender document is to be paid in the form of DD payable to as mentioned in the Bid Data Sheet.
		6.2.6	Consultants who wish to participate in this RFP will have to register on http://etenders.chd.nic.in/nicgep/app (Consultants shall be registered themselves on http://etenders.chd.nic.in/nicgep/app before to bid). To participate in online tenders, Consultants will have to procure Digital Signature Certificate (type II or type III) as per Information technology Act 2000 using which they can sign their electronic bids. Consultants can procure the same from any CCA approved certifying agency, i.e. TCS, Safe crypt and code etc. or they may contact e-Procurement cell, Department of IT &C, Government of Rajasthan for further assistance. Consultants who already have a valid Digital Certificate.
		6.2.7	Before electronic submission of tender, it should be ensured that all the tender papers including conditions of contract are read, understood by the Consultant.

		6.2.8	The uploaded document of the bid shall contain no alteration, or additions, unless notified. In case the Consultant makes addition and/or correction, the provision written in the original document, read with the addendum or corrigendum issued shall prevail.
6.3	Sealing and Marking of RFP	6.3.1	Consultant shall submit their offer only in online electronic format both for technical and financial proposal and all documents should be digitally signed. However, Tender fees, processing fees, Bid Security in the form of DD and all original papers related to Bank guarantee, power of attorney etc should be submitted manually in the office of tendering authority before date & time of opening of technical bids and their scanned copy should be uploaded along with the technical bid.
	Contents of Technical proposal Cover-1 General Requirements	6.3.2	<p>Technical Bid should contain following: SCANED COPIES OF: Proof of cost of RFP document i.e. DD towards RFP document cost should be furnished. Proof of processing fee through DD in name of secretary, Jaipur Development Authority. Proof of Bid Security – DD in name of secretary, Jaipur Development Authority Bank Guarantee. Consultant who is availing benefit of concessional earnest money shall also enclose a certified copy of valid enlistment order issued by the competent authority of department as perform Tech-5</p> <p><u>Minimum Eligibility Criteria</u></p> <p><u>Technical:</u></p> <ol style="list-style-type: none"> Consultant should be operations in the Architecture, and civil years in consultancy business field of Urban Planning, infrastructure for last 5 years. The consultant shall have experience in completion of minimum 02 nos. of DPR of any one million plus town with appraisal has been made by any central appraisal agency and duly approved by MoHUPA / MoHUA, Gol having cumulative project cost not less than Rs. 150 crore. Consultant shall have experience of at least one, PPP model based DPR approval under affordable housing in partnership of MoHUA, Gol. <p><u>Financial</u></p> <p>Average annual turnover of the consultant shall not be less than Rs. 5 crore for the last five financial years ending on 31st March 2018</p>
	Cover-2	6.3.3	<p><u>SCANED COPIES OF</u></p> <ol style="list-style-type: none"> The name and designation of duly authorized person signing shall be clearly indicated. Technical proposal submission form which shall be duly filled in and signed, as per Bidding Form Tech-1 Section-IV. Consultant's organization and experience as per Bidding Form Tech-2 (A&B) Section-IV with specific submission of the certificates for the experience in following works: <p>QCBS</p>

			<p>i. <u>Work order as proof of existence for 5 years in the field of Urban Planning, Architecture and Civil infrastructure for last 5 years.</u></p> <p>ii. Experience in preparation of completion and approval of DPR from MoHUPA as desired. (<i>certificate not below the rank of Executive Engineer is to be attached</i>).</p> <p>iii. Experience in preparation of completion and approval of PPP based DPR under affordable housing in partnership from MoHUPA. (<i>certificate not below the rank of Executive Engineer is to be attached</i>).</p> <p>Equipment List & ISO Certification</p> <p>(a) Description of the approach, methodology and work plan for performing the assignment as per Bidding Form Tech-3 Section-IV.</p> <p>(b) Key expert inputs and attached curriculum vitae (CV) as per Bidding Form Tech-4, Section-IV.</p> <p>(c) Form of bid security as per Bidding Form Tech-5, Section-IV.</p> <p>(d) Declaration by the Consultant as per Bidding Form Tech-6, Section-IV.</p> <p>(e) A declaration shall have to be made by the consultant that he has read, understood and accepted without changes, revisions or conditions, the tender documents and addenda (if any) issued by the department, as per Bidding Form Tech-6A, Section-IV.</p> <p>(f) Power of attorney as per Bidding Form Tech-7 Section-IV.</p> <p>(g) All addendums issued till date of tender</p>
		6.3.4	The pre-bid meeting information has to be provided very carefully since it will be a basis for the qualification of firms. Only relevant and to the point information shall be indicated. Consultant must not supply information not requested in the tender documents nor make any comments. Failure to provide any information may lead to the rejection of the offer
	Cover-3	6.3.6	Financial Bid / Price Bid This shall contain only the price bid. FIN- BID
	Opening of technical bid	6.3.7	The Client shall open the Technical Proposal as per document submitted in cover 1 at the time and place indicated in the Bid Data Sheet.
		6.3.8	The Client's Proposals opening committee shall conduct the opening of the Technical Proposals in the presence of the Consultants or their authorized representatives who choose to attend (in person, or online if this option is offered in the Bid Data Sheet) on the opening date, time and the address as stated in the Bid Data Sheet. Opening committee shall evaluate the certificates of minimum eligibility criteria as mentioned in clause 6.3.2 and decide the opening of technical proposal of eligible bidder and its further evaluation. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with ITC Clause 7.1.
		6.3.9	At the opening of the Technical Proposals the following shall be read out: (i) the name and address of the Consultant (ii) the presence or absence of Proposal Document price, if any, Bid Security/ Bid Securing Declaration, e-Proposal processing fee or user charges, if any (iii) any modifications to the Proposal

			submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Bid Datasheet.
6.4	Deadline for submission of RFP	6.4.1	The online tender shall be submitted in the time stamped electronic tender box separately for the Technical and Pre-qualification and Price bid digitally signed by the Authorized signatory holding on http://etenders.chd.nic.in/nicgep/app up to the scheduled date and time for submission prescribed by department or extended date thereof for online submission.
6.5	Late RFP Documents	6.5.1	The system does not permit electronic submission of tenders after the due time and date.
7. Proposals Evaluation			
7.1	General	7.1.1	From the time the "Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by so made shall be deemed seriously may lead to disqualification of consultant
		7.1.2	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. 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.
7.2	Evaluation of Technical Proposals	7.2.1	The Client's evaluation committee shall evaluate the Technical Proposals on the basis of the document as per clause 6.3.3 and their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in the Bid Data Sheet. Minimum requirement of qualifications and experience (general and specific) of the firm and key and non-key personnel of the Consultant's firm, if any, shall be as under. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Bid Data Sheet. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
7.3	Public Opening and Evaluation of Financial Proposals (for QCBS method)	7.3.1	After the technical evaluation is completed, the Client shall inform those Consultants whose Technical Proposals did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing those Consultants that have secured the minimum overall technical score and inform them the date, time and location for opening the Financial Proposals. The result of the technical evaluation shall also be placed on the State Public Procurement Portal. The opening date should allow

			Consultant's sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online, if such option is indicated in the Bid Data Sheet) is optional and is at the Consultant's choice.
		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 passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. The 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.
		7.3.4	If a 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,FIN 2) shall be considered as the offered price.
7.4	Taxes	7.4.1	The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in India, if provided in the Bid Datasheet.
7.5	Evaluation in case of Quality and Cost Based Selection (QCBS)	7.5.1	The proposal shall be evaluated on Quality and Cost Based Selection (QCBS) method. The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Bid Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores, S, using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Bid Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
		7.5.2	Evaluation of score under QCBS on various technical .quality approach and other related matter shall be as per QCBS
8. Negotiations and Clarifications			
8.1	General	8.1.1	The negotiations will be held at the date and address indicated in the Bid Data Sheet with the Consultant or its representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
		8.1.2	The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant or its authorized representative.
8.2	Financial negotiations	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.

	or clarifications		
		8.2.2	If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.
		8.2.3	In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts.
		8.2.4	In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates.
8.3	Conclusion of the negotiations	8.3.1	The negotiations will conclude with a review of the finalized draft Contract. To complete negotiations the Client and the Consultant will sign the agreed Contract.
9. Award of Contract			
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 Client shall inform the successful Consultant in writing, by registered post or email, that it's Proposal has been accepted. If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the 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 or where the period is not specified in the Bid Data Sheet, then within fifteen days from the date on which the LOA or LOI is dispatched to the successful Consultant.</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>
		9.1.2	If the Consultant, who's Bid, has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration within the specified time period, the Client shall take action against the successful Consultant as per the provisions of the Rules. The Client 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 or most advantageous responsive Proposal.
		9.1.3	The Consultant is expected to commence the assignment on the date and at the location specified in the Bid Data Sheet.
9.2	Performance Security	9.2.1	Performance Security shall be solicited from the successful Consultant except the Clients of the State Government and undertakings, corporations, autonomous bodies, controlled or managed by the State Government and 'undertakings of Central Government. However,

			<p>a Performance Security Declaration shall be taken from them. The amount of Performance Security shall be 5%, or as specified in the Bid Data Sheet, of the amount of the Contract. The currency of Performance Security shall be Indian Rupees, if not otherwise specified in Bid Datasheet.</p> <p>The Consultant shall deliver the Performance Security to the Client within 15 days or such other time period as specified in the Bid Data Sheet, after issue of the Letter of Award.</p>
		9.2.2	<p>Performance Security shall be furnished in one of the following forms Deposit through eGRAS; or</p> <ol style="list-style-type: none"> Bank Draft or Banker's Cheque of a Scheduled Bank in India; or 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 Client with the approval of Head Post Master; or Bank guarantee. It shall be in the form given in Section V-C , Contract Forms, issued by a Scheduled Bank in India and shall be got verified from the issuing bank; or Fixed Deposit Receipt (FDR) of a Scheduled Bank in India. It shall be in the name of the Client on account of Consultant and discharged by the Consultant in advance. The Client shall ensure before accepting the Fixed Deposit Receipt that the Consultant furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand to the Client without requirement of consent of the Consultant concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit. Performance Security furnished in the form of a document mentioned at options (b) to (e) above shall remain valid for a period of 60 days beyond the date of completion of the services and all contractual obligations of the Consultant.
		9.2.3	<p>Forfeiture of Performance Security : Amount of Performance Security in full or part may be forfeited in the following cases :-</p> <ol style="list-style-type: none"> 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 acceptance of offer; or when the Consultant fails to commence the Services as per Letter of Award within the time specified; or when the Consultant fails to complete the Services satisfactorily within the time specified; or when any terms and conditions of the contract is breached; or to adjust any accepted dues against the Consultant from any other contract with the Procuring Entity; or if the Consultant breaches any provision of the Code of Integrity prescribed for Consultants <p>Notice of reasonable time will be given in case of forfeiture of</p>

			Performance Security. The decision of the Client in this regard shall be final.
	Performance e security	9.2.4	Performance security or Performance security Declaration shall be required from the successful consultant @ 5% of the contract amount
9.3	Payments	9.3.1	All payments shall be made in Indian Rupees unless otherwise specified in Bid Datasheet.
9.4	Schedule/ Mode of Payments	9.4.1	Payment Schedule/ Mode of Payment will be as specified in the Bid Datasheet.
9.5	Penalty	9.5.1	The penalty for delay of the work subjected to timely approval of the works at various stages by the client and releasing of the payment in time. After making the compliance of timely approval & releasing of payment, the delay condoned by the consultant shall be subjected to a penalty @ Rs. 2500- per day.
	Time period for completion	9.5.2	Time period for completion of project shall be as per BDS
10. Confidentiality			
10	Confidentiality	10.1	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.
11. Grievance Redressal During Procurement Process			
11	Grievance Redressal /arbitration	11.1	Any grievance of a Consultant pertaining to the procurement process shall be by way of filing an appeal to the administrative head of department as specified in the BDS. Any decision given by him /her to resolve any arbitration matter shall be final
12. Variation in Quantities			
12	Variation in Quantities	12.1	It is expected from the consultant to frame BOQ based on actual design and field investigation. It should be realistic and as per ground realities. Variation beyond 5 % in BOQ during execution will be viewed seriously and consultant will be penalized for the variation to the extent of the 20 % of the consultancy contract and may be debarred from JDA upto 3 years.

Section - II

BID DATA SHEET

BID DATA SHEET

S. No.	ITC clause Reference	Particular	RFP Provisions
		Name of Assignment	Consultancy for Preparation of Detailed Project Report for Jawahar Nagar Slum Area, Jaipur
	2.2	Major Activities	<ol style="list-style-type: none"> 1. Door to Door Demand survey as per HFA guidelines using available SFCPoA data and modification accordingly. 2. Getting consent from beneficiary and constitute a registered welfare association (RWA). 3. Topographical survey of entire project site and adjoining area measuring approximately 300 acre. 4. Submission of proposal to competent authority of forest department at GOI/GOR for necessary approval/ permission/ notification for taking of the project.. 5. Preparation and approval of layout plan of entire project site from competent authority. 6. Getting environmental clearance from competent authority. 7. SBC testing and structural design of proposed building as approved by MNIT / NIT. 8. Estimation, design and drawing of all housing and infrastructure component. 9. Preparation and submission of Inception, draft and final report for DPR to Executive Committee. 10. Providing tender document and its approval by Project Technical & Financial Committee of JDA. 11. Providing assistance to JDA during work progress after finalization of the developer, till completion of the project.
	2.6	Client Input and Facilities	<p>The Client will provide the following inputs and facilities:</p> <ol style="list-style-type: none"> (a) Designate an Engineer as Nodal Officer responsible for management and coordination of this assignment, (b) Constitute a Stakeholders Group and assist in conducting workshops and meeting with them. (c) Assist to carry Out the collection of additional information of Beneficiary if required and provide the same to Consultant (d) Provide the Consultants with existing revenue maps, data, plans, reports and documents related to project, if any and share all previous proceedings carried out so far. (e) Provide the Consultant with necessary authorization to procure information from line departments and carry out topographic surveys. (f) Provide security during conducting demand and topographical survey/state of art map (g) Assist in getting approval for Forest diversion proposal. (h) Timely and uninterrupted releasing of stage wise payments as per RFP
	2.8	Address for Communication	<p>For clarification and communication purposes consultant make contact:</p> <p>Executive Engineer (Housing-I/II), Jaipur Development Authority Ram Kishor Vyas Bhawan, Indra Circle, Jawaharlal Nehru Marg, Jaipur-302004 Rajasthan ,India</p>

			Phone: 0141-2569696, E-mail: jda@rajasthan.gov.in,
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	2.10	Pre Bid Meeting	Pre bid meeting will be arrange after 20 day of tender floating date
	3.2	Minimum Eligibility	Minimum eligibility criteria shall be as per clause 3.2.1
	3.2.3	Joint Venture	NO joint venture allowed
	3.2.4	Ineligibility / Black Listed	This shall be as per clause 3.2.3
	3.4.1	Proposal Validity	120 days after the last date for submission:
	3.5	Bid Security	Rs. 1.25 lacs
	4.1.1	Clarification	Clarification Clarification in written can be sought before : Date:30.05.2018 Time: 15.OOHrs
	5.1.1	Language	English
	5.2.1	Approach and Methodology	Total nos. of pages for approach and methodology shall not exceed 10 nos. for each activity.
	5.5.1	Taxes	The consultant shall pay all taxes other than GST, the client will pay the GST separately as applicable.
	6.1 to 6.3.6	Final Date of Submission	Technical and Financial Proposal to be submitted online through electronic communication as per* clause 6.1 & 6.3.6 on following date and time Date:15.06.2018 Time: 15.OOHrs
	6.3.7	Opening of Bid	The opening of technical Proposals shall take place at address mentioned in ITC clause 2.8 on the following Date:19.06.2018 Time:16.00Hrs <ul style="list-style-type: none"> • Consultant who fulfills condition of minimum qualification criteria as mentioned in ITC clause 6.3.2 in cover one shall be declared responsive bidder. • The date of presentation of consultant who achieved minimum technical marks as prescribed in QCBS criteria shall be intimated later on. • The date of opening of financial proposal of the successful bidder as per QCBS Evaluation, qualification shall be intimated later on.
	6.2.2	Physical submission of Tender Fees	Physical submission of Tender Document Fee in the form of DD and Bid Security in the form as mentioned in ITC clause 3.5 must be submitted on dated 15.06.2018 upto 16.00 Hrs at address mentioned in ITC clause 2.8. The submission later than the prescribed date and time shall not be accepted and the bid will not be opened.

	7.5	Method of Selection	Quality and cost based selection with 80% weightage to technical and 20% weightage to financial as per ITC 7.5.1																																													
	7.5.2	Evaluation Criteria	<div>Evaluation Criteria under quality and cost based selection method shall be as follows:</div> <div>Consultants Evaluation Criteria with Marking</div> <table><tr><th>S No.</th><th>Criteria</th><th>Maximum Marks (100)</th></tr><tr><td>1.0</td><td>Experience in preparation, completion and approval of DPR after appraisal from MoHUPA, Gol for which part/full central financial assistance has been released by the MoHUPA, Gol in previous 5 years (<i>Certificate not below the rank of Executive Engineer is to be attached</i>).</td><td>25</td></tr><tr><td>1.1</td><td>Cumulative Nos. of HH as approved in single or various DPR's more than 6000, out of which at least one DPR should be of 1 million plus city with minimum project cost as 150 cr.</td><td>25</td></tr><tr><td>1.2</td><td>Cumulative Nos. of HH as approved in single or various DPR's more than 3000 and upto 6000, out of which at least one DPR should be of 1 million plus city with minimum project cost as 100 cr.</td><td>15</td></tr><tr><td>1.3</td><td>Cumulative Nos of HH as approved in single or various DPR's more than 1500 and upto than 3000 out of which at least one DPR should be of 1 million plus city with minimum project cost as 50 cr.</td><td>10</td></tr><tr><td>2.0</td><td>Experience in preparation, completion and approval of PPP model based DPR under Affordable housing in partnership from MoHUPA, Gol in previous 5 years (<i>certificate not below the rank of Executive Engineer is to be attached</i>).</td><td>25</td></tr><tr><td>2.1</td><td>DPR's having cumulative HH more than 2000</td><td>25</td></tr><tr><td>2.2</td><td>DPR's having cumulative HH more than 1000 and upto 2000</td><td>15</td></tr><tr><td>2.3</td><td>DPR's having cumulative HH upto 1000</td><td>10</td></tr><tr><td>3.0</td><td>Experts</td><td>40</td></tr><tr><td>3.1</td><td>Experts shall be as per requirement given below in the Table 1, the lead firm must have PF / ESI registration in their name and list of the employees shall be produced.</td><td>40</td></tr><tr><td>4.0</td><td>Quality and Equipment</td><td>5</td></tr><tr><td>4.1</td><td>The company must have DGPS at least 4 units, total station machine 4 no., original license AutoCAD / Windows / equivalent software 5 nos. All equipment and software shall be in company own name (Voucher to be produced)</td><td>5</td></tr><tr><td>5</td><td>Presentation: Technically Successful Consultant who secured minimum 47.5 marks shall be invite for 15.0 minutes presentation. The consultant should have a site visit before to prepare the Presentation</td><td>5</td></tr><tr><td></td><td>Total Marks</td><td>100</td></tr></table>	S No.	Criteria	Maximum Marks (100)	1.0	Experience in preparation, completion and approval of DPR after appraisal from MoHUPA, Gol for which part/full central financial assistance has been released by the MoHUPA, Gol in previous 5 years (<i>Certificate not below the rank of Executive Engineer is to be attached</i>).	25	1.1	Cumulative Nos. of HH as approved in single or various DPR's more than 6000, out of which at least one DPR should be of 1 million plus city with minimum project cost as 150 cr.	25	1.2	Cumulative Nos. of HH as approved in single or various DPR's more than 3000 and upto 6000, out of which at least one DPR should be of 1 million plus city with minimum project cost as 100 cr.	15	1.3	Cumulative Nos of HH as approved in single or various DPR's more than 1500 and upto than 3000 out of which at least one DPR should be of 1 million plus city with minimum project cost as 50 cr.	10	2.0	Experience in preparation, completion and approval of PPP model based DPR under Affordable housing in partnership from MoHUPA, Gol in previous 5 years (<i>certificate not below the rank of Executive Engineer is to be attached</i>).	25	2.1	DPR's having cumulative HH more than 2000	25	2.2	DPR's having cumulative HH more than 1000 and upto 2000	15	2.3	DPR's having cumulative HH upto 1000	10	3.0	Experts	40	3.1	Experts shall be as per requirement given below in the Table 1, the lead firm must have PF / ESI registration in their name and list of the employees shall be produced.	40	4.0	Quality and Equipment	5	4.1	The company must have DGPS at least 4 units, total station machine 4 no., original license AutoCAD / Windows / equivalent software 5 nos. All equipment and software shall be in company own name (Voucher to be produced)	5	5	Presentation: Technically Successful Consultant who secured minimum 47.5 marks shall be invite for 15.0 minutes presentation. The consultant should have a site visit before to prepare the Presentation	5		Total Marks	100
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	Total Marks	100																																														
			<div>Note: (a) Consultant who will not score minimum 50 marks after</div>																																													

presentation will not be eligible for opening of their financial bid
(b) The consultant who will achieve the maximum marks in QCBS criteria shall be declared as the successful bidder.

Table - 1 (Clause 5.1 of the QCBS)
Key Professionals Staff Qualification and Competencies for the Assignments:

S. No.	Experts Title	Qualifications & Skills	Minimum Experience	Maximum Marks (40)
1	01 No Urban Planner	Masters in Urban Planning	More than 5 Year	6
2	02 Nos B. Planner	Bachelor in Urban Planning	More than 5 year	5 (2.5 marks for each)
3	01 No Architect	Degree in Architecture	More than 5 year	3
4	01 No Surveyor	Degree/ Diploma in Civil Engineering	More than 5 year	2.5
5	02 Nos Draftman	ITI/Diploma in Draftman	More than 5 year	2.5 (1.25 marks for each)
6	02 Nos CAD Operater	ITI/Certificate Course in Autocad	More than 5 year	2.5 (1.25 marks for each)
7	01 No Project Engineer	Degree in Civil Engineering	More than 5 year	2.5
8	01 No Structural Engineer	Master Degree in Structure Engineering	More than 5 year	5
9	01 No Quantity Surveyor	Degree/ Diploma in Civil Engineering	More than 5 year	2.5
10	01 No Social Development Specialist	Masters in Sociology/ MSW	More than 5 year	6
11	02 Nos Assistant Social Development Specialist	Bachelor in Sociology	More than 5 year	2.5 (1.25 marks for each)
Total Marks				40

	7.5.1	Method of Marking in QCBS	The selection of successful consultants shall be based on quality and cost based selection with 80% weightage to technical bid and 20% weightage to financial bid. The formula for determining for QCBS competition shall be as follows: $S = S_t \times T\% + S_f \times P\%$ (T+P should be equal to 1) T = Weightage given to technical proposal = 0.8 P = Weightage given to financial proposal = 0.2 S_t = Technical score achieved by the firm through technical evaluation process $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F = the price of the proposal under consideration																																			
	9.1.4	Type of Contract	The consultancy contract will be a percentage rate of total project cost as approved for preparation of DPR.																																			
	9.2.1	Performance Security	Performance Security shall be required from the successful consultant @ 5% of the Contract amount.																																			
	9.4	Mode of Payment & Time Frame	<div>Mode of Payment</div> <div>i. The schedule of Payments for DPR consultancy work (% of Total of Fees quoted as per Fin-1)</div> <table><tr><th>No.</th><th>Particular</th><th>Time frame from date of signing of agreement</th><th>Amount</th></tr><tr><td>1</td><td>Submission of the inception report</td><td>10 days</td><td>2.5% of contract value</td></tr><tr><td>2</td><td>Submission of topographical survey</td><td>20 days</td><td>5% of contract value</td></tr><tr><td>3</td><td>Submission of demand survey as per HFA guideline using available SFCPoA data and modified accordingly</td><td>30 days</td><td>2.5% of contract value</td></tr><tr><td>4</td><td>Submission of proposal to competent authority of forest department at GOI/GOR for necessary approval / permission / notification for taking of the project.</td><td>60 days</td><td>5% of contract value</td></tr><tr><td>5</td><td>Getting consent from beneficiary and constitute a registered welfare association (RWA).</td><td>45 days after completion of activity no 4</td><td>7.5% of contract value</td></tr><tr><td>6</td><td>After getting necessary approval / permission / notification from forest department at GOI/GOR for taking of the project.</td><td>As per actual</td><td>10% of contract value</td></tr><tr><td>7</td><td>Submission of Draft DPR report to SLEC after approval of forest diversion proposal</td><td>30 days after approval of F.C.</td><td>10% of contract value</td></tr></table>				No.	Particular	Time frame from date of signing of agreement	Amount	1	Submission of the inception report	10 days	2.5% of contract value	2	Submission of topographical survey	20 days	5% of contract value	3	Submission of demand survey as per HFA guideline using available SFCPoA data and modified accordingly	30 days	2.5% of contract value	4	Submission of proposal to competent authority of forest department at GOI/GOR for necessary approval / permission / notification for taking of the project.	60 days	5% of contract value	5	Getting consent from beneficiary and constitute a registered welfare association (RWA).	45 days after completion of activity no 4	7.5% of contract value	6	After getting necessary approval / permission / notification from forest department at GOI/GOR for taking of the project.	As per actual	10% of contract value	7	Submission of Draft DPR report to SLEC after approval of forest diversion proposal	30 days after approval of F.C.	10% of contract value
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			8	Submission of final DPR report with incorporation of SLEC observation	30 days after submission to SLEC	7.5% of contract value
			9	After getting environmental clearance from competent authority.	As per actual	5% of contract value
			10	Submission of tender documents on PPP model to JDA for Technical and Financial approval from Committee	35 days after approval	7.5% of contract value
			11	After finalization of Developer on PPP model by JDA	As per actual	7.5% of contract value
			12	Providing assistance during work progress to JDA till completion	As per actual	
			(i)	Completion of 2500 houses or 12 months after commencement of the project whichever is later		5% of contract value
			(ii)	Completion of 5000 houses or 24 months after commencement of the project whichever is later		5% of contract value
			(iii)	Completion of 7500 houses or 36 months after commencement of the project whichever is later		10% of contract value
			(iv)	Completion of whole projects or 48 months after commencement of the project whichever is later		10% of contract value
			Note: i. Amount, which is to be deposited to other government organization for forest / Environmental clearance etc, would be reimbursed by JDA. ii. SLEC as per slum development policy-2012			
	9.5.2	Project Completion Period	48 months excluding time period of approvals at various stages + providing assistance during work to JDA till completion based on actual period.			
	11.0	Arbitrator	Jaipur Development Authority			
	12.0	Variations in Quantities	It is expected from the consultant to frame BOQ based on actual design and field investigation. It should be realistic and as per ground realities. Variation beyond 5 % in BOQ during execution will be viewed seriously and consultant will be penalized for the variation to the extent of the 20 % of the consultancy contract and may be debarred from JDA upto 3 years.			

Section – III

TERMS OF REFERENCE

Terms of Reference

Name of Work: Consultancy Services for Preparation of Detailed Project Report for Jawahar Nagar Slum Area, Jaipur

1.1 Introduction

Jaipur City Slum Profile

On the basis survey and data collected from JMC & JDA, there are 308 slums located at various locations in the city. Out of 308 slums, 238 slums are notified and remaining 70 slums are Non- notified. Out of 238 notified slums 192 slum pockets belongs to JMC (Jaipur Municipal Corporation) and 46 slum pockets belong to JDA (Jaipur Development Authority) Jaipur. 70 non-notified slums, out of which 53 slums are comes in the jurisdiction of JMC and JDA (17).

In-situ Redevelopment/Rehabilitation:

Slum rehabilitation strategy depends upon the nature of the slum, their characteristic varies between geographic regions, according to its location and nature of slums required various kinds of surveys to be conducted to understand the nature & extent of particular slum pocket. GPS surveys for slum boundary delineation on geo- referenced satellite imagery, total station survey for physical mapping for understanding the morphology of each slum, conduct household surveys for physical/infrastructural facilities and socio-economic condition of the slums. To understand the internal morphology of the slums, a total station survey of each slum along with contours & bench marks is to be conducted at the time of preparation of their DPR. Physical survey conducted by using total station method will give us the clear picture of road connectivity and pucca/Katcha houses, vacant plots, boundary walls, physical features such as drains, culverts, electric lines etc. These types of survey may go a long way in preparation of layout plans for up gradation and action development plans for slums.

The socio-economic surveys, including house-hold surveys are to be conducted as per HFA-2022 to assess the levels of income & expenditure pattern, living standard, utilization of available facilities at the slum by slum dwellers and understand the social fabric of slums.

An analysis of existing slums have been made by JDA and it has been prioritized that slums which are existing on Government land are to be taken on priority for in-situ redevelopment vertical of HFA-2022 Location of various slums in Jaipur reflects that almost all slums are falling in core area of the city.

In continuation of it Jawahar slum has been identified as the most vulnerable slum needs immediate attention for Rehabilitation. The details of the slum are as under: A.

1. Administrative Details

Name of Slum	Zone	Ward Number	Agency
Tila No. - I Jawahar Nagar /Azad Nagar	Moti Dungari	62	JDA/JMC
Tila No. - 2Jawahar Nagar	Moti Dungari	62	JDA/JMC
Tila No. - 3 Jawahar Nagar	Moti Dungari	62	JDA/JMC
Tila No. - 4 Jawahar Nagar	Moti Dungari	62	JDA/JMC
Tila No. - 5 Jawahar Nagar	Moti Dungari	62	JDA/JMC
Tila No. - 6 Jawahar Nagar	Moti Dungari	62	JDA/JMC
Tila No. - 7 Jawahar Nagar	Moti Dungari	62	JDA/JMC

2. LAND STATUS

Total land falling under the slum area is approximately 66 acres and balance 35 acres land is vacant. The ownership of the land belongs to Forest department for which land diversion proposals are to be prepared. The location of proposed project land is shown as under -

C. Scope of Work:

The work has to be carried out by consultant in accordance with the guide lines issued by Gol & its modifications from time to time, if any, but not limited to, as follows:

- a) Demand survey of all HH as per HFA-2022 guidelines and latest amendments.
- b) Topographical survey of Slums using Total station, with geo-referencing, including Survey of households, environmental and social infrastructure and service level.
- c) The consultant shall prepare AutoCAD drawings for the specified thematic overlays and update spatial data.
- d) Integrate the data integrated slum maps with city base map.
- e) Integrate non spatial data with spatial data in GIS mode to generate a web-based GIS enabled slum information system, to provide easy access of data to all types of users.
- f) The consultant must follow the guideline Issued by Gol.
- g) Integrated DPR shall be prepared in consultation with JDA
- h) Micro-planning for the slum dwellers for housing, environmental and social infrastructure.
- i) Developing options for redevelopment model for slum in consultation with community.
- j) Preparation and approval of forest diversion proposals.
- k) Preparation of DPRs for Slums as per Gol guidelines.
- l) JDA shall provide technical assistance in obtaining necessary clearance from appraisal agency. All internal clearance like town planning, engineering administration and finance shall be responsibility of clients.
- m) Facilitation of desk appraisal, field appraisal and of final approval by the State Level Appraisal Team, SLNA and Central Appraisal and Sanctioning Committee.
 - i) The consultant shall attend and facilitate the initial desk appraisal of the slum redevelopment models and the DPR and submit revised documents accordingly making necessary modifications. The consultant shall also attend and facilitate field appraisal and final approval of the slum redevelopment model and DPR by SLMC/Gol.
 - ii) Prepare appraisal report at state level and central level as per the check list. Revising the DPR duly attending to the comments made remarks raised at state level and central level nodal agencies and submits hard and soft copies of final DPR after approval.
 - iii) The consultant shall prepare concept plans and Power Point Presentations and explain the DPR at state and central level nodal agencies.

The assignment comprises the following activities:

Preparation of Detailed Project Report

(a) Micro Planning:

Micro-planning will be done for the Jawahar slum dwellers for housing, forest clearance environmental infrastructure and social infrastructure, the Consultant shall prepare Micro Planning in consultation with the community and the officials from JDA which will be formally constituted as a team.

- The teams would conduct micro planning, lane wise duly identifying existing and working infrastructure, rehabilitation needs and additional infrastructure requirement, duly prioritized
- Consolidate them into slum level map
- Consultant would conduct technical assessment at the field to identify linking infrastructure requirements and the feasibility or otherwise of the micro planning proposals of the community and present their assessment and finally agree with the community.

(b) Demand survey

Door to door demand survey shall be conducted as per HFA-2022 using SFCPoA data

(c) Topographical survey

It is important that the land ownership belongs to Forest department hence even being in-situ redevelopment project ,a detailed topographical survey after fixing and finalization of 8 control points marked on any permanent using DGPS is to be conducted. Any details needs for forest diversion proposals are to be taken from field during survey.

(d) Housing

Slum specific development model shall be selected as per Micro Planning for each slum depending on various factors like the location, tenure status, land/property ownership status, infrastructure and housing status, choice of stake holders, whether it is in-situ redevelopment or needing relocation, environmental conditions etc.

- The proposal shall be prepared as per guidelines issued by the central/state Government from time to time.

(e) Infrastructure (Environmental & Social)

- Collection of data on existing infrastructure, service levels, problems and bottlenecks etc., in the slum / Poor settlements which are identified for the following sectors.
 - (i) Water supply
 - (ii) Sewerage / Under Ground Drainage.
 - (iii) Roads

- (iv) Storm Water Drains
 - (v) Street Lighting.
 - (vi) Linking Infrastructure
 - (vii) Schools
 - (viii) Community Halls / Marriage Halls/Anganwadis
 - (ix) Health Centers/ Child Care Centers
 - (x) Any other sector (as per guidelines)
- Assessing the requirement of Infrastructure and proposing the necessary developments / Improvements of basic services in each sector Slum wise.
 - A participative process needs to be undertaken with the slum community with assistance from lead NGO, CBOs, elected representatives to decide on the choice of the redevelopment / rehabilitation model (in-situ redevelopment/ relocation with rehabilitation or horizontal/ vertical).
 - Preparation of Detailed Project Reports (DPRs) for the project with necessary Investigations, Studies, Surveys, Designs, Detailed & Abstract Estimates with Analysis of Rates, along with Techno -Economical Analysis, Detailed Plans, Cross Sections, Longitudinal Sections as per the relevant norms of CPHEEO, Gol in respect of Water Supply, Sanitation, Sewerage & Drainage Sectors and IRC/PWD/BIS norms for Road Sector and HFA guidelines for Housing, Community Halls and also for other components as required including Detailed Hydraulic/Structural Designs, Pavement Designs.
 - Techno-Economic Feasibility Studies wherever required.
 - Preparation of Annual Operation & Maintenance plan
 - Construction programme, Fund phasing, All Drawings / Cross Sections /L - Sections are to be drawn using AUTO CAD Software and all designs must be made using proven Software.
 - To prepare power point presentation for SLSMC and CSMC meetings
 - To conduct all the necessary topographical & Geo Technical investigations as necessary for facilitating accurate computation of quantities.
 - To appraise technically at GoR level and Gol level to accord sanctions.
 - To prepare and submit working drawings during the execution such as plans, sectional drawings, elevation drawings etc.

Consultant is expected to prepare the DPRs, following the guidelines prescribed under HFA scheme. The guide lines and tool kits are available in MoHUA web site. The data, DPRs etc. shall be submitted by consultant to JDA within given timelines. The consultant is to attend to the all queries raised by Technical Appraisal Agencies both at GoR / Gol and should put all efforts till the DPRs are technically / financially approved by the respective agencies.

The consultant will provide its all assistance in finalization of developer on land based PPP model subjected to slum rehabilitation policy 2012 of state.

f) Action Plan

- Jaipur Development Authority will construct 1000-12000 EWS flats in G+10-12 format each of about 25-30 sqm carpet area through private developer on PPP model and will allot to eligible beneficiaries charging 5% of approved cost as per policy
- Rest of the vacant land will be developed by developer as per provision of land based PPP model terms and conditions.
- Consultant will provide details of investment up to an extent of EWS categories housing and infrastructure only.

g) Vision

- JDA aim is to provide premium and affordable housing to our clients at par with national standards so as to provide benchmark quality and safety standards and a healthy lifestyle.
- Also to keep a price line within the affordability range of the common people so that they are able to afford healthy housing at a reasonable price.
- JDA is planning to construct the houses as per demand and availability of land in rural area also.
- JDA is planning to take up the housing project in Public Private Partnership (PPP model).
- To meet the target Houses for All by 2022, JDA will construct about 9000 houses per year.

h) Support of the Government to Achieve the Target

- About 200 acre land is to be needed in lieu of forest diversion.
- Approval from competent authority i.e. forest department (GOI) on priority

i. Outputs and deliverable

The Consultant shall submit outputs and deliverables in following schedule

Outputs to be delivered

Preparation of DPR

S. No.	Particular	Time frame from date of signing of agreement
1	Submission of the inception report	10 days
2	Submission of topographical survey	20 days
3	Submission of demand survey as per HFA guideline using SFCPoA data and modified accordingly	30 days
4	Submission of proposal to competent authority of forest department at GOI/GOR for necessary approval / permission / notification for taking of the project.	60 days
5	Getting consent from beneficiary and constitute a registered welfare association (RWA)	45 days after completion of activity no 4
6	Submission of Draft DPR report to SLEC after approval of forest diversion proposal.	30 days after approval of F.C.
7	Submission of Final report with incorporation of SLEC observation	30 days after submission to F.C.
8	Getting environmental clearance	As per actual
9	Submission of tender documents on PP model to JDA for technical and financial approval from committee.	35 days after approval
10	Providing assistance during work progress to JDA till completion	As per actual

ii. Experts and Inputs: As given in data sheet

iii. Working Arrangements

iv. Management of Assignment

The assignment will be contracted by the JDA, Jaipur of the assignment and all logistical, financial and methodological arrangements will be done by JDA, Jaipur and will ensure the support of municipal officials, forest and other concern, wherever necessary.

v. Items to be provided by the Client

JDA, Jaipur will;

- (a) Designate an Engineer as Nodal Officer responsible for management and coordination of this assignment.

- (b) Constitute a Stakeholders Group and assist in conducting workshops and meeting with them.
 - (c) Assist to carry out the collection of additional information of Beneficiary if required and provide the same to Consultant.
 - (d) Provide the Consultants with existing revenue maps, data, plans, reports and documents related to project, if any and share all previous proceedings carried out so far.
 - (e) Provide the Consultant with necessary authorization to procure information from line departments and carry out topographic surveys.
 - (f) Provide security during conducting demand and topographical survey/state of art map.
 - (g) Assist in getting approval for Forest diversion proposal.
- vi. Timely and uninterrupted releasing of stage wise payments as per RFP **Preparation of Detailed Project Report :(Fees-@ % of Project Cost fixed in the Bid Data Sheet): shall be as per BDS.**

Note:

1. **The basis for payment for stages in the Ancillary Activities will be evaluated as % of Estimated Project Cost of DPR or Tendered Project Cost or Actual Cost of Construction whichever is lower.**

Section – IV
BIDDING FORMS

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

Sr. No.	FORM	DESCRIPTION	Page Limit
1	TECH-1	Technical Proposal Submission Form.	
2	TECH-2	Consultant's Organization and Experience.	
3	TECH-2A	Consultant's Organization	
4	TECH-2B	Consultant's Experience	
5	TECH-3	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
6	TECH-4	Curriculum Vitae (CV) Key Experts Inputs and attached	
7	TECH-5	Form of Bid Security	
8	TECH-6	Declaration by the Consultant under conflict of interest and blacklisting	
9	TECH-6A	Declaration by Consultant regarding understanding of RFP	
10	TECH-7	Power of Attorney - Sample format is given for power of attorney	
11	TECH- 8	Financial Turnover	

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

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of *Client*]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **Preparation of Detailed Project Report for Jawahar Nagar Slum Area, Jaipur** in accordance with Your Request for Proposals dated _____ and our Proposal based on the QCBS Method.

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, ITC Sub-Clause 3.4.1;
- (c) We meet the eligibility requirements as stated in ITC Sub-Clause 3.2 and minimum qualification criteria as specified in Bid Data Sheet, Sub-Clause 7.5.2;
- (d) Except as stated in the Bid Data Sheet, Sub-Clause 7.5, 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 Sub-Clause 3.5.1 and ITC Sub-Clause 8.2 may lead to the termination of Contract negotiations.
- (e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (f) We agree to permit Government of Rajasthan or the Client or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by them;
- (g) Other comments, if any:

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 Sub-Clause 9.1.3 of the Bid Datasheet.

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

We remain,

Yours sincerely.

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. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the 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. Consultant shall provide brief description of the background and organization of firm/company, and, in case of a joint venture, of each member for this assignment.
2. Enclose proof of possessing minimum eligibility and qualifications as per the criteria, if any specified in the Bid Data Sheet, e.g. regarding number of years of experience, financial turnover, amount involved in litigation against the firm etc.
3. Include organizational chart, a list of Board of Directors.

B - Consultant's Experience

1. List only previous similar assignments as desired in minimum qualification criteria successfully completed in the last 7 years in following format.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms can be claimed only by producing company chartered accountant certificate with the proof of income tax and service tax deduction of particular consultancy assignment as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

A. Minimum Qualification Criteria Assignment

S. No	Name of Work	Name of Client	Name of City	Name of Assignment	Date of Work Order / Agreement	Date of Completion	Certificate Issuing Authority	Page No.

CONSULTANT'S ORGANIZATION AND EXPERIENCE

B - Consultant's Experience

1. List only previous similar assignments as desired in QCBS criteria successfully completed in the last 5 years in following format.
2. List only those assignments for which the Consultant was legally contracted by the client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms can be claimed only by producing company chartered accountant certificate with the proof of income tax and service tax deduction of particular consultancy assignment as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

B. QCBS Criteria Assignment

S. No	Name of Work	Name of Client	Name of City	Name of Assignment	Date of Work Order / Agreement	Date of Completion	Certificate Issuing Authority	Page No.

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Consultant shall provide description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing pattern in following sub heads.

- a) **Technical Approach and Methodology.** (Consultant shall explain his understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology he would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. The copy of the TOR here shall not be repeated here.
- b) **Work Plan.** (Consultant shall outline the plan for the implementation of the main activities/ tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents [including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** (Consultant shall describe the structure and composition of his team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.

CURRICULUM VITAE (CV)

Position Title	
Name of Key Expert:	
Date of Birth:	
Country of Citizenship/	
Educational Qualification	

'Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment

** Key expert's data starting with present position and list in reverse order. He may 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.*

Membership in Professional Associations and Publications:**Language Skills (indicate only languages in which you can work):**

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.

Name of Expert

Signature

Date

Name of the Consultant or his

Counter Signature

Authorized Signatory

Date

(The same who signs the Proposal)

FORM OF BID SECURITY

(insert **Bank's** Name, and **Address of Issuing Branch or Office**) **Beneficiary:** (insert Name and **Address of Client**) **Date:** *[insert date]*

BID GUARANTEE No.: *[insert number]*

We have been informed that *[insert name of the Consultant/ Consultant]* [hereinafter called "the Consultant/ Consultant") has submitted to you its Proposal/ Bid dated *[insert date]* (hereinafter called "the Proposal/ Bid") for the execution of *[insert name of contract]* under Request for Proposals/ Notice Inviting Bids No. *[insert RFP/ NIB number]* ("the RFP/ NIB"). Furthermore, we understand that, according to your conditions, Proposals/ Bids must be supported by a bid guarantee.

At the request of the Consultant/ 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/ Consultant is in breach of its obligation(s) under the Proposal/ Bid conditions, because the Consultant/ Consultant:

- (a) Has withdrawn or modified its Bid/ Proposal after deadline for submission of bids/ proposals, during the period of bid/ proposal validity specified by you in the Bid Data Sheet [hereinafter "the BDS"]; or
- (b) Having been notified during the period of bid/ proposal validity specified in the BDS, about the acceptance of its Bid/ Proposal by you,
 - i. Failed or refused to execute the Contract Agreement within the time period specified in the BDS, or
 - ii. Failed or refused to furnish the performance security, in accordance with the Instructions to Consultants/ Consultants (hereinafter "the ITB/ ITC") within the time period specified in the BDS, or
- (c) Has not accepted the correction of arithmetical errors in accordance with the ITB/ ITC; or
- (d) Has breached a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB/ITC.

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

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

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

Name: _____
[insert complete name of person signing the Bid Security]

In the capacity of: _____

[insert legal capacity of person signing the Bid Security]

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

[insert name of the Bank] Dated on _____ day of _____, *[insert date of signing]*

Bank's Seal _____

[affix seal of the Bank]

[Note: In case of a Joint Venture, the Bid-Security must be in the name of all partners to the Joint Venture that submits the bid.]

DECLARATION BY THE CONSULTANT

In relation to our Proposal/ Bid submitted to Director Engineer, Jaipur Development Authority for **Preparation of Detailed Project Report for Jawahar Nagar Slum Area, Jaipur** in response to their Request for Proposals/ Notice Inviting Bids No.....

Dated.....we hereby declare that:

1. We are eligible and possess the necessary professional, technical, financial and managerial resources and competence required by the RFP/ Bidding Document issued by the Client;
2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the RFP/ Bidding Document;
3. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to 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. We do not have a conflict of interest as specified in the _____ and this RFP/ Bidding Document, which materially affects fair competition;
6. We have complied and shall continue to comply with the Code of Integrity as specified in the _____ and this RFP/ Bidding Document, till completion of all our obligations under the Contract.

Date:

Place:

Designation: Address:

Signature of Consultant

Name:

DECLARATION
{Understanding of RFP}

I / We.....the under signed, hereby certify
that I / We have read, understood all pages, all the terms and conditions given in the tender
documents, including those in the addenda issued by the department and the same are
acceptable to us without any deviations. I/We certify that all pages of this tender document
be assumed signed by me/us.

If this declaration is found incorrect then without prejudice to any other action that may be
taken, my / our security may be forfeited in full and the tender, if any to the extent accepted
may be cancelled.

Signature With seal

Full name

Designation

Address

(Authorized representative)

POWER OF ATTORNEY**(On 500- Stamp paper)**

Know all persons by these presents, We.....[name of the
Consultant/ Consultant and address of its registered office] do hereby constitute, appoint
 and authorize Mr. / Ms..... [name and *residential address*]
 who is presently employed with us and holding the position of
as our attorney, to do in our name and on our behalf, all
 such acts, deeds and things necessary in connection with or incidental to our Proposal / Bid
 or **Preparation of Detailed Project Report for Jawahar Nagar Slum Area, Jaipur**,
 including signing and submission of all documents and providing Information/ responses to
 Director Engineer, Jaipur Development Authority in all matters in connection with our
 Proposal/ Bid for the said Assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney
 pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid
 attorney shall and shall always be deemed to have been done by us.

Dated:.....Accepted

[Signature, Name and designation of the Attorney]

[Signature and Name of the Consultant/ Consultant with corporate seal]

FINANCIAL TURNOVERAverage Annual Turn Over

SNo.	Year	Annual Turnover in the field of Urban Planning, Architecture and Civil infrastructure for last 5 years (Rs. in Lacs)
1	2013-2014	
2	2014-2015	
3	2015-2016	
4	2016-2017	
5	2017-2018	

Note:

1. Scanned copy of supporting documents for above details shall be enclosed.
2. Turnover of the Consultant from core consultancy work shall be as per certificate of **Chartered Accountant based on audited balance sheets**, of immediate preceding last 4 financial years.

Chartered Accountant**Name:****Seal:**

Financial Proposal - Standard Forms

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 for DPR

FINANCIAL PROPOSAL

Fin -1

Name of Work: Consultancy Services for Preparation of Detailed Project Report for Jawahar Nagar Slum Area, Jaipur

S.N	Consultancy Services	Project Cost	Financial Quote {In Percentage}		Amount	
			In Figures	in Words	In Figures	In Words
1	Consultancy Services for Preparation of Detailed Project Report for Jawahar Nagar Slum Area, Jaipur	Rs. 600 Cr.				

Note:

1. ***GST shall be extra.***
2. ***The project cost has been assumed as 600 cr. (for bid evaluation purpose), the consultant shall be paid consultancy fee as per the quoted %age rate of project cost.***
3. Consultant shall be required to provide services for the DPR during entire mission Period (2018-2022), if consultancy services for the project not start or completed on account of any administrative reasons in such a case the Consultant if desired by the client will be bound to provide balance services for the entire mission period on the same fixed percentage rates mentioned in the Bid Data Sheet without any escalation.

Section - 5

GENERAL CONDITION OF CONTRACT

Section VA: General Conditions of Contract

1. General			
S. No.	Particulars	Clause	Description
1.1	Definitions	1.1	Unless the context otherwise requires, the following terms wherever used in this Contract have the following meanings:
			"Act" means the Rajasthan Public Procurement Act
			"Applicable Law" means the Central or State laws and any other instruments having the force of law in India and Rajasthan or any other area of operation of the Contract as they may be, issued and in force from time to time.
			"Client" means the Client with which the selected Consultant signs the Contract for the Services.
			"Consultant" means the Consultant who may be any entity or person including any Sub-Consultant and other personnel that may provide the Services to the Client under the Contract.
			"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, Appendices and all the attached documents.
			"Day" means a calendar day, unless indicated otherwise in the SCC.
			"Effective Date" means the date on which this Contract comes into force and effect.
			"Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or assigned by the Consultant to perform the Services or any part thereof under the Contract.
			"Foreign Currency" means any currency other than the Indian Rupees.
			"GCC" mean these General Conditions of Contract.
			"In writing" means communicated in written form as a letter, E-mail, fax to the specified address, contact id with proof of receipt.
			"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.
			"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) were taken into account in the technical evaluation of the Consultant's proposal.
			"Local Currency" means Indian Rupees.
			"Member" means any of the entities that make up the Joint Venture/ Consortium/ Association; and "Members" means all these entities.
			"Non-Key Expert(s)" or "Non-Key Personnel" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
			"Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.

			"Personnel" means professionals and support staff in the form of Key Personnel and Non-Key Personnel provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had
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			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.
			"Reimbursable expenses" where applicable means all assignment-related costs other than Consultant's remuneration.
			Transparency in Public Procurement Rules will be applicable if any.
			"SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented.
			"Services" means the work to be performed by the Consultant pursuant to this Contract.
			"Sub-Consultants" means any person or entity to whom the Consultant, with the approval of the Client, subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
			"Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.

2. Interpretation

2.1	Relationship Between the Parties	2.1.1	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Experts, Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
2.2	Law Governing the Contract	2.2.1	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws.
2.3	Location	2.3.1	The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is changed, at such locations, whether in the India or elsewhere, as the Client may approve.
2.4	Authority of Member in Charge or Team Leader	2.4.1	In case the Consultant consists of a Joint Venture of more than one entity (having maximum 2 members), 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.
2.5	Authorized Representatives	2.5.1	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.

3. Force Majeure

3.1	Definition	3.1.1	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.
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		3.1.2	Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
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3.2	No Breach of Contract Due to Force Majeure	3.2.1	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.
3.3	Measures to be Taken	3.3.1	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
		3.3.2	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.
		3.3.3	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.
		3.3.4	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: <ul style="list-style-type: none"> a. demobilize, in which case the Consultant shall be reimburse for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or b. 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.
		3.3.5	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.

4. Termination

4.1	By the Client	4.1.1	<p>The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs mentioned below. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant in case of the events referred to in (a) through (d), sixty (60) days' in the case of the event referred to in (e), fourteen (14) days' in the case of the event referred to in (f) and (g), and five (5) days' in the case of the event referred to in (h):</p> <ul style="list-style-type: none"> (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. (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 fake advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary. (c) If the Consultant fails to comply with any final decision reached as a result of Dispute Resolution Mechanism or arbitration proceedings, where permissible.
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			<p>(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.</p> <p>(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>(f) If the 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.</p> <p>(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.</p> <p>(h) If the Consultant fails to confirm availability of Key Experts as required in BDS.</p>
		4.1.2	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 Sub-Clause 4.2 [Forfeiture of Performance Security] and get the Services performed by another agency at the risk and cost of the original Consultant.
4.2	By the Consultant	4.2.1	<p>The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, in case of the occurrence of any of the events specified asunder:</p> <p>(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.</p> <p>(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.</p> <p>(c) If the Client fails to comply with any final decision reached as a result of Dispute Resolution Mechanism or arbitration, where permissible.</p> <p>(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.</p>
4.3	Cessation of Rights and Obligations	4.3.1	<p>Upon termination of this Contract, or upon expiration of this Contract, all rights and obligations of the Parties hereunder shall cease, except:</p> <p>i. Such rights and obligations as may have accrued on the date of termination or expiration,</p> <p>ii. The obligation of confidentiality set forth,</p> <p>iii. The Consultant's obligation to permit inspection, copying and auditing of their accounts and records by the Client set forth, and</p> <p>iv. Any right which a Party may have under the Applicable Law.</p>
4.4	Cessation of Services	4.4.1	Upon termination of this Contract by notice of either Party to the other, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively.
4.5	Payment upon Termination	4.5.1	<p>Upon termination of this Contract, the Client shall make the following payments to the Consultant:</p> <p>(a) Payment for Services satisfactorily performed prior to the effective date of termination shall be paid on proportionate basis keeping in</p>

			view of the setup made by the consultant and services provided up to the date of termination.
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4.6	Disputes about Events of Termination	4.6.1	If either Party disputes whether an event has occurred, such Party may, within forty-five (45) Days after receipt of notice of termination from the other Party, may take recourse to Dispute Resolution Mechanism, and in that case this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting award in accordance with the Dispute Resolution Mechanism or arbitration, where permissible.
4.7	Extension in Completion Period and Liquidated Damages	4.7.1	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 Client, 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.
5. Consultants' Experts, Personnel and Sub-Consultants			
5.1	Description of Key Experts	5.1.1	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 BDS.
5.2	Replacement of Key Experts	5.2.1	Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
		5.2.2	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.
5.3	Removal of Experts or Sub-consultants	5.3.1	If the Client finds that any of the Consultant's or Sub- consultant's personnel has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's or Sub-consultant's personnel have 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.
		5.3.2	In the event that any of the Consultant's or Sub-consultant's Expert 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.
		5.3.3	Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
		5.3.4	The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

5.4	Resident Project Manager	5.4.1	The Consultant shall ensure that at all times during the Consultant's performance of the Services a resident project manager, acceptable to the Client at State level, shall take charge of the performance of the Services.
6. Obligations of the Client			
6.1	Assistance and Exemptions	6.1.1	Unless otherwise specified in the SCC, the Client shall use its best efforts to:

		6.1.1.1	Assist the Consultant in obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
		6.1.1.2	Assist the Consultant in promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India while carrying out the Services under the Contract.
		6.1.1.3	Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts, Personnel and their eligible dependents.
		6.1.1.4	Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
		6.1.1.5	Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services in obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in India according to the applicable law in India.
		6.1.1.6	Assist the Consultant, any Sub-consultants and the Experts of either of them in obtaining the privilege, pursuant to the applicable law in India, of bringing into India reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
		6.1.1.7	Provide to the Experts of Consultant and Sub-Consultants any such other assistance as may be required for timely completion of the project.
6.2	Access to Project Site	6.2.1	The Client warrants that the Consultant shall have, free of charge, unimpeded access to project site in respect of which access is required for the performance of the Services.
6.3	Change in the Applicable Law Related to Taxes and Duties	6.3.1	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 as specified.
6.4	Services, Facilities and Property of the Client	6.4.1	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 at the times.
		6.4.2	In case that such services, facilities and property shall not be made available to the Consultant, the Parties shall agree on: <ul style="list-style-type: none"> (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.

6,5	Counterpart Personnel	6.5.1	The Client shall make available to the Consultant free of charge such professional and support counterpart Personnel, to be nominated by the Client with the Consultant's advice.
		6.5.2	<p>If counterpart Personnel are not provided by the Client to the Consultant, the Client and the Consultant shall agree on:</p> <ul style="list-style-type: none"> (i) How the affected part of the Services shall be carried out, and (ii) The additional payments, if any, to be made by the Client to the

			Consultant.
		6.5.3	Professional and support counterpart Personnel, excluding Client's liaison Personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart Personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
6.6	Payment Obligation	6.6.1	In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables.
7. Payments to Consultant			
7.1	Contract Price	7.1.1	The Contract price is fixed and is set forth in Fin-1 .
7.2	Payment	7.2.1	In consideration of the Services performed by the Consultant under this Contract as specified in Fin-1, 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.
7.3	Schedule of Payments	7.3.1	The schedule of payments shall be as stated in the BDS.
7.4	Reimbursable	7.4.1	No Reimbursable expenses shall be allowed under Lump Sum Contracts, unless specified in the BDS.
7.5	Taxes and Duties	7.5.1	The Consultant is responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the BDS.
		7.5.2	As an exception to the above and if stated in the BDS, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
7.6	Payment for Additional Services	7.6.1	For the purpose of determining the payment for additional services the proportionate payment of the concerned service shall be payable.
7.7	Advance Payment	7.7.1	(a) Normally no advance payment shall be made. If the Advance Payment is to be made it shall be made after the Consultant has submitted a bank guarantee of a Scheduled Bank in India or any advance payment declaration form (only for State / Central Government Organization, the format is to be finalized by the client). The bank guarantee shall be got confirmed from the issuing bank and shall be valid until the total amount of the Advance Payment is repaid, (b) The amounts and currencies of the Advance Payment shall not be more than 20% of the total work order amount, (c). The Advance Payment shall be repaid through a proportionate percentage deduction of the total bill amount from the various stages of payments without any interest.
7.8	Mode of Billing and Payment	7.8.1	The total payments under this Contract shall be made in lump-sum installments against deliverables as specified in BDS.
		7.8.2	The Lump-Sum <i>Installment Payments</i> : The Client shall pay the Consultant within fifteen (15) days after the receipt by the Client 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 within the same fifteen (15) days period. The Consultant shall

			There upon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
		7.8.3	<u>The Final Payment:</u> The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within thirty (30) days after receipt of the final report by the Client unless the Client, within such thirty (30) days period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 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.
		7.8.4	With the exception of the final payment, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
7.9	Good Faith	7.9.1	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
8. Settlement of disputes			
8.1	Settlement of Disputes	8.1	The dispute shall be resolved at the level of ACS UDH , he will be act as an arbitrator and his decision in final settlement of payment will be bounded upon both the parties i.e. client / consultant.

Section VB: Contract Forms

Contents

1 Contract Agreement.....

2 Performance Security.....

3 Performance Security Declaration.....

4 Advance Payment Guarantee.....

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

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 (Client)] (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) Deliverables and Mode of Payment;
- 2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.
 - (c) The work shall commence on.....and be completed within a period of.....days/ months.

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

Witness 1

FOR AND ON BEHALF OF THE CONSULTANT

Signature
(Name)

Witness 2

(Designation) (Address)

Witness 1

FOR AND ON BEHALF OF THE CLIENT

(On behalf of Director Engineer,
Jaipur Development Authority)

Signature
(Name)

Witness 2

(Designation) (Address)

[Note: *If the Consultant consists of more than one entity, all these entities should appear as signatories*]

Performance Security

[To be given by a Scheduled Bank in India or other Issuer acceptable to the Client]

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

WHEREAS _____ (hereinafter "the consultant")
has undertaken, pursuant to Contract No. _____ dated _____ to
provide consultancy services _____ (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the
Consultant shall furnish you with a Security _____ issued by a reputable
guarantor for the sum specified therein as Security for compliance with the Supplier's
performance obligations in accordance with the Contract.

AND WHEREAS the undersigned

legally domiciled in

(hereinafter "the Guarantor"), have agreed to give the Supplier a Security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the
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 afore

This Security is valid until the _____ day of

Name

In the capacity of Signed _____

Duly authorized to sign the Security for and on behalf of Date

Bank's Seal

FINANCIAL PROPOSAL

Fin -1

Name of Work: Consultancy Services for Preparation of Detailed Project Report for Jawahar Nagar Slum Area, Jaipur

S.N	Consultancy Services	Project Cost	Financial Quote {In Percentage)		Amount	
			In Figures	in Words	In Figures	In Words
1	Consultancy Services for Preparation of Detailed Project Report for Jawahar Nagar Slum Area, Jaipur	Rs. 600 Cr.				

Note:

1. ***GST shall be extra.***
2. ***The project cost has been assumed as 600 cr. (for bid evaluation purpose), the consultant shall be paid consultancy fee as per the quoted %age rate of project cost.***
3. Consultant shall be required to provide services for the DPR during entire mission Period (2018-2022), if consultancy services for the project not start or completed on account of any administrative reasons in such a case the Consultant if desired by the client will be bound to provide balance services for the entire mission period on the same fixed percentage rates mentioned in the Bid Data Sheet without any escalation.

Item Rate BoQ

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work: Consultancy Service for Preparation of Detail Project Report for Jawahar Nagar Slum Area, Jaipur

Contract No: EE Hosing-1/1/2018-19

Name of the Bidder/ Bidding Firm / Company :					
<div>PRICE SCHEDULE</div> <div>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</div>					
Sl. No.	Item Description	Estimated Cost (In Crore)	Financial Quote {In Percentage}	TOTAL AMOUNT In Figures	TOTAL AMOUNT In Words
1	Consultancy Services for Preparation of Detailed Project Report for Jawahar Nagar Slum Area, Jaipur	6000000000.00		0.00	INR Zero Only
Total in Figures				0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only			