

JAIPUR DEVELOPMENT AUTHORITY

JAIPUR

Open Competitive Bid

For

Preparation of GIS based Master Development Plan – 2047 for Jaipur Region

Jaipur Development Authority

Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur, Rajasthan-302004

website: www.jda.urban.rajasthan.gov.in



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DISCLAIMER

This **Open Competitive Bid** document for Preparation of GIS based Master Development Plan-2047 including Zonal Development Plans for Jaipur Region contains information about the scope of work Terms of Reference (TOR), conditions of the contract, required qualifications of the bidder and criteria for the selection of Bidder. The purpose of the Bid Document is to provide the Bidders (hereinafter referred to as "Bidder(s)") with information to assist the formulation of their Bids.

This Bid Document is neither an agreement nor an offer by the Authority to the prospective Bidder or any other person/agency. The purpose of this Document is to provide interested parties with related information that may be useful to them in making their Technical & Financial Bids pursuant to this Procurement. While all efforts have been made to ensure the accuracy of information contained in this Bid Document, this document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Bid. Jaipur Development Authority, Jaipur (hereinafter referred to as "Client" or the "Authority") or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the Bid Document. The Authority reserves the right to change any or all conditions/ information set in this Bid Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof.

The Authority reserves the rights to accept or reject any or all Bids without giving any reason thereof. The Authority will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Bids to be submitted in response to this Bid Document. Information provided in this Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law.

The information given in the bid document is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.



Definitions / Glossary of terms

- RTPP Act" means the Rajasthan Transparency in Public Procurement Act 2012 & Rules 2013
- ii. "Bid" means a formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation.
- iii. "Bidder" means any person participating in a procurement process with a procuring entity.
- iv. "Bidder registration documents" means the documents issued by a procuring entity, including any amendments thereto, that set out the terms and conditions of registration proceedings and includes the invitation to register.
- v. "Bidding documents" means documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid.
- vi. "Bid security" means a security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
- vii. "Client" or "Procurement Entity" means Executive Engineer & TA to Director Engineering-I, Jaipur Development Authority, Jaipur with which the selected Bidder signs the Contract for the work
- viii. "Goods" includes all articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a 7 procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves.
- ix. "GIS" Geographic Information System
- x. "Government" means the Government of Rajasthan
- xi. "Invitation to bid" means a document published by the procuring entity inviting bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting tender and request for proposal.
- xii. "Jaipur Region" means the notified urban area as per Jaipur Development Authority Act, 1982
- xiii. "JDA" or "Authority" means the Jaipur Development Authority, Jaipur of the State of Rajasthan.
- xiv. "MDP" or "Master Plan" means Master Development Plan
- xv. "Master Development Plan-2047" means All plans, maps, reports and documents including Zonal development plans as mentioned in Schedule-1 (Terms of Reference)
- xvi. "Notification" means a notification published in the Official Gazette;
- xvii. "Party or Parties" means the Consultant or the Principal individually or collectively as the context may require.
- xviii. "Prescribed" means prescribed by rules made under this RTPP Act 2012 rules 2013.



- xix. "Pre-qualification documents" means the documents issued by a procuring entity, including any amendments thereto, that set out the terms and conditions of the pre-qualification proceedings and includes the invitation to pre-qualify;
- xx. "Procurement" or "public procurement" means the acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and "procure" or "procured" shall be construed accordingly;
- xxi. "Procurement contract" means a contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement;
- xxii. "Procurement process" means the process of procurement extending from the issue of invitation to pre-qualify or to register or to bid till the award of the procurement contract or cancellation of the procurement process, as the case may be;
- xxiii. "Procuring entity" means Jaipur Development Authority, an entity referred to in subsection (2) of section 3 of RTPP Act 2012;
- xxiv. "QCBS" means Quality and Cost based System
- xxv. "Services" means any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity;
- xxvi. "Subject matter of procurement" means any item of procurement whether in the form of goods, services or works;
- xxvii. "Works" mean all works associated with the construction, reconstruction, site preparation, demolition, repair, maintenance, or renovation or railways, roads, highways or a building, an infrastructure, or structure or an installation or any construction work relating to excavation, drilling, installation of equipment and materials, as well as services incidental to the works if the value of those services does not exceed that of the works themselves.
- xxviii. "ZDP" or "Zonal Development Plan" means all plans, maps, reports & documents prepared by the consultant as per Section -22 of JDA Act.
- xxix. "Consultant/ Contractor/Consulting Agency" means the successful bidder to whom the said contract is awarded & has signed the contract agreement for this bid with authority.





JAIPUR DEVELOPMENT AUTHORITY

Open Competitive Bid

for

Preparation of GIS based Master Development Plan - 2047 for Jaipur Region



SECTION – I

NOTICE INVITING BID



जयपुर विकास प्राधिकरण, जयपुर

कमरा नं. 102, प्रथम तल, मुख्य भवन, रामिकशोर व्यास भवन, इन्दिरा सर्किल जवाहरलाल नेहरू मार्ग, जयपुर-302004 दूरभाष : +91-141-2569696, ई-मेल: jainprateek29@gmail.com

क्रमांकःजविप्रा / अधि.अभि.एवं तक.सहा.निदे.अभि.-1 / 2023-24 / डी-100 दिनांक: 08.09.2023

निविदा सूचना

निविदा सूचनाः जविप्रा / अधि.अभि.एवं तक.सहा.निदे.अभि.—1 / 01 / 2023—24

जयपुर विकास प्राधिकरण द्वारा "Preparation of GIS based Master Development Plan - 2047 for Jaipur Region" जिस की अनुमानित लागत राशि रू.10.00 करोड़ के लिए ऑनलाईन बिड्स दिनांक 30/09/2023 को सायं 6:00 बजे तक आमन्त्रित की जाती है। निविदा बोली का ऑनलाईन आवेदन व भुगतान जविप्रा पोर्टल पर करने की अन्तिम तिथि 30/09/2023 को सायं 06 बजे तक है। निविदा बोली के दस्तावेजों का विस्तृत विवरण www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in पर देखा जा सकता है। (UBN No JDA2324WLOB00540)

निविदा में भाग लेने वालो को निम्न शर्तो की पूर्ति करनी होगी।

- 1. निविदा दाता जयपुर विकास प्राधिकरण की वेबसाईट www.jda.urban.rajasthan.gov.in पर पंजीकृत हो एवं निविदा में भाग लेने के लिए बोलीदाता को आवेदन करने के लिए दस्तावेज शुल्क, अमानत राशि, आर.आई. एस.एल. प्रोसेसिंग शुल्क ऑनलाईन जमा करनी होगी।
- 2. ऑनलाईन निविदा प्रस्तुत करने के लिए निविदादाताओं का राजस्थान सरकार के ई—प्रोक्यूरमेंट पोर्टल www.eproc.rajasthan.gov.in पर पंजिकृत हो।

अधिशाषी अभियंता एवं तकनीकी सहायक (निदेशक अभियांत्रिकी–1) जविप्रा, जयपुर।



JAIPUR DEVELOPMENT AUTHORITY

Room No. MB-FF102, Main Building, Ram Kishore Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004 (Rajasthan)

No.JDA/EE&TA to DE-1/2023/D-100 Dated: 08.09.2023

NOTICE INVITING BID

NIB No:JDA/EE&TA to DE-1/01 /2023-24

UBN No.: JDA2324WLOB00540

Online Bids are invited upto: 06.00 PM of 30/09/2023 for "Preparation of GIS based Master Development Plan - 2047 for Jaipur Region". The last date for applying Bid and making online payment on JDA portal is upto: 06.00 PM of 30/09/2023. The estimated cost of NIB is Rs. 10.00 Cr. Details may be seen in the Bidding Document at our office or the State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in/jda

To participate in the bid, bidder must:

- A. Participate in Tender & Deposit Payment on 'Online Tender Participation' Portal of JDA at https://jda.urban.rajasthan.gov.in/jda or by Single-Sign-On at http://service.jaipurjda.org.
- B. Submit e-Bid on 'e-Procurement Portal' of GOR at www.eproc.rajasthan.gov.in

Executive Engineer & TA to Director Engg. I

Jaipur Development Authority, Jaipur



OFFICE OF THE JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

	NIB No01/2023-24					
Name & Address of the Procuring Entity	Name: Executive Engineer & TA to Director Engineering-1, JDA Jaipur					
Proceeding Littley	Address: Room No. MB-FF102, Main Building, Ram Kishore Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004 (Rajasthan)					
	Email:					
Name of work	Preparation of GIS based Master Development Plan - 2047 for Jaipur Region					
Bid Procedure	QCBS Two part open competitive e-Bid procedure at http://eproc.rajasthan.gov.in					
Bid Evaluation Criteria (Selection Method)	Quality and Cost Based Selection (QCBS)					
Websites for downloading Bidding Document,	www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in					
Corrigendum's, Addendums, etc.	www.jda.urban.rajasthan.gov.in					
Estimated Procurement Cost	INR 10.0 Cr.					
Website for online Bid application and payment *	Website: www.jda.urban.rajasthan.gov.in					
	For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only.					
	Bidding document fee: Rs. 10000.00 (Rs. Ten Thousand only)					
	RISL Processing Fee: Rs. 2500.00 (Rs. Two thousand & five hundred only)					
	Requisite Bid Security Deposit:					
	The Bidders are required to submit Bid security, cost of Bidding documents, and Bid processing fees through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap of 3 working days between the End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. In the absence of the requisite fee, the bid of the concerned bidder will be considered as non-responsive and shall be liable for rejection					



rtments of the State Government and undertakings, nomous bodies, Registered Societies, Cooperative Societies or controlled or managed by the State Government and rtakings of the Central Government shall submit a bid in in lieu of bid security. 72023 at 09:30 AM onwards 2023 at 06:00 PM In form of BG, Original Bank Guarantee is to be excutive Engineer (TA to DE-I), Room No 102 main velopment Authority, JLN Marg, Jaipur by 05-10.2023 up to
nomous bodies, Registered Societies, Cooperative Societies or controlled or managed by the State Government and rtakings of the Central Government shall submit a bid in lieu of bid security. 72023 at 09:30 AM onwards 2023 at 06:00 PM in form of BG, Original Bank Guarantee is to be ecutive Engineer (TA to DE-I), Room No 102 main
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velopment Authority, JLN Marg, Jaipur by 05-10.2023 up to
ee working days from the last date of submission of bid.)
/2023 at 09:30 AM onwards
2023 at 06:00 PM
AM in Manthan Hall, Main Building, Ram Kishore Vyas
le, Jawahar Lal Nehru Marg, Jaipur - 302004 (Rajasthan
AM
later to the technically qualified bidders
later to the technically qualified bidders bid submission deadline
1

1. Procedure for bidding:

A. *Process for Tender Participation & Depositing Payment on 'Online Tender Participation' Portal of JDA

2. Participate in tender

- a) Bidder can access 'Online Tender Participation' Portal of JDA at https://jda.urban.rajasthan.gov.in/jda or by Single-Sign-On at http://service.jaipurjda.org.
- b) Create user Login with a valid mobile number to register yourself for various Online Services of JDA.
- c) Select 'Proceed as Citizen' and then 'Proceed for Subscription' for 'Tender Online Payment'. The prevailing plan for getting registered for tendering process of JDA is Rs. 500.00 with the validity period of 3 Years (renewable).
- d) After successful payment, re-login and upload required documents for KYC (Know Your Client) compliance as per the type of entity viz. Individuals/ Company/ Partnership Firms/ Trusts & foundations. Besides, Bank Passbook / Cancelled Cheque consisting of Bank Account, IFSC Code is mandatory to be uploaded, to refund the bid security of unsuccessful bidder.
- e) After receiving the payment successfully and approving KYC documents the bidder will be authenticated by JDA for taking part in Tender.



3. Deposit Tender Fee, RISL processing fee and Bid Security (EMD)

Option-1: Electronic Fund Transfer (EFT: NEFT/RTGS):

If the bidder selects payment mode as EFT (NEFT/RTGS), "Paying Slip for EFT (NEFT/RTGS)" will be generated by the system for the complete amount. The payment can be made from any Bank any Branch using this Paying Slip through NEFT/RTGS (Claim against payment made through EFT in any other JDA bank account will not be acceptable and bidder stands disqualified from participation in the bid applied for). After successful transaction through NEFT/RTGS, as per the standard procedures it may take 4 to 24 hours in process of confirmation of EFT through Auto-Process depending on the time of EFT done. Therefore, option to make payment through EFT (NEFT/RTGS) will be available till 48 hours prior to closing date of bid participation. The payment may be made through RTGS / NEFT / Transfer in Bank Account Number 675401700586 IFSC Code ICIC0006754 of ICICI BANK Limited, JDA Campus Jaipur.

Option-2: Payment Gateway (Aggregator):

The facility to make payment through Debit Card, Credit Card, Net banking etc., will be available. User can use this facility from anywhere any time till the closing date & time of bid participation.

4. Deposit Bid Security (EMD)

The Bid Security (EMD) can be submitted through Bank Guarantee (BG) against EMD / Bid Security in favor of Secretary JDA, Jaipur payable at Jaipur. Bidder may opt Bank Guarantee (BG) against EMD, for which bidder requires to prepare BG before applying in the tender. The details of BG require to be fed on JDA portal before paying balance amount (Tender Fee + RISL Processing Fee). This amount will be paid through Payment Gateway only, option to make balance payment through EFT (RTGS/NEFT) will not be available. If bidder does not opt for BG against EMD, options of making complete payment through Payment Gateway or through EFT (NEFT / RTGS) will be available.

- 5. Bid Participation Receipt: After confirming payment, the bidder will get Bid Participation Receipt on the basis of which user will get the payment details along with other details for bidding on e-Procurement portal of GOR. In case of BG as the remaining payment will be done through Payment Gateway, on successful transaction the "Bid Participation Receipt" will be generated on real time basis. In case complete payment is done through Payment Gateway, on successful transaction the "Bid Participation Receipt" will be generated on real time basis. In case complete payment is done through EFT (NEFT/RTGS), on confirmation of payment from ICICI Bank (Auto Process) "Bid Participation Receipt" will be available on Login of Bidder on JDA portal.
- B. **Bid Submission on 'e-Procurement Portal' of Government of Rajasthan
- 1. Online e-Bid can be submitted after registration at e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in
- 2. It is mandatory to upload Bid Participation Receipt with the bid submission.
- Details of online payment available on Tender Participation Portal of JDA have to be filled in 'offline payment' section of e-Procurement portal.

Note:

- Bidder (authorized signatory) shall submit their offer on-line in electronic formats both for technical and financial Bid.
- 2. In case, any of the bidders fails to pay the Tender Fee, EMD and RISL Processing Fee, online* (subject to confirmation), its Bid shall not be accepted.
- 3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safe crypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 03.01.2020 must register again).
- 4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of



web site due to heavy load or any other unforeseen problems. Bidders are also advised to refer "Bidders Manual Kit" available at e-Proc website for further details about the E-tendering process.

- 5. Training for the bidders on the usage of E -tendering System (E-Procurement) is also being arranged by DoIT & C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT & C for booking the training slot. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address: e-Procurement Cell, JDA, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
- 6. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids without assigning any reason.
- 7. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 8. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical Bid.
- 9. If the tenders are cancelled or recalled on any grounds, the cost of Bid document & RISL processing fee will not be refunded.
- 10. The provisions of RTPP Act-2012 and Rules-2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bid document with the RTPP Act 2012 and Rules 2013 thereto, the RTPP Act, 2012 and Rules 2013 shall prevail.

1. Two-part bid system:

Two-part (Two-envelope) (2 docket) system would be adopted, Docket-1 being for Technical Bid and Docket-2 being for Financial Bid.

Docket-1: - There will be three separate folders-

Folder-1 is for proof of deposition of Bid Security, cost of bidding document and bid processing fee along with copy of GST registration and signed Annexure "B" and proof if bidder is eligible for participation with bid declaration without EMD deposition.

Folder-II is for bid document.

Folder-III is for technical bid.

Docket-2: - This folder will contain financial bid .

The technical bid will be opened only for bidders whose proper Bid Security, copy of GST registration, proof for deposition of bidding document fee, RISL processing fee, copy of enlistment of contractor in the required category and signed Annexure "B" are found to be in order. Bid Security will be accepted only in the form of online deposition or in the form of Bank Guarantee

Executive Engineer & TA to Director Engg. I Jaipur Development Authority, Jaipur



Process for Participation & Depositing Payment Online

JAIPUR DEVELOPMENT AUTHORITY, has decided to receive Bidding document fee, RISL Processing Fee and Earnest Money Deposit (EMD) through online mode only for which the bidder has to get registered himself on JDA portal https://service.jaipurjda.org/etender#no-back-button

To participate in the bid, bidder has to be:

- 1. Registered on JDA website https://service.jaipurjda.org/etender#no-back-button in (by depositing Rs. 500.00 online, the validity of which remains 3 (three) years. For participating in the Bid, the Bidder has to apply for this Bid and pay the Bid Document Fee, RISL Processing Fee and Earnest Money Deposit (EMD), online only.
- 2. Registered one-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

Methods for depositing online amount

> Online through Internet Banking, Debit Card or Credit Card.

In case of RTGS / NEFT / Transfer the bidder is required to deposit the requisite amount in the dedicated bank account number as mentioned above and has to get the UTR / Reference number from the bank. This number requires being updated whiling applying the bid on JDA portal. While participation in the bid, a receipt will be generated through the system showing the submission details as per Annexure given below. The bidder is required to fill the instrument numbers for various heads on e-Procurement portal www.eproc.rajasthan.gov.in as mentioned in the receipt. More details about Registration Process, Terms and Conditions and FAQ along with contact detail is available on JDA website https://service.jaipurjda.org/etender#no-back-button.



Annexure-A

Bidder has to submit as proof of deposited amount against the Bid on e-Procurement Portal

Jaipur Development Authority, Jaipur.							
		Bid Partic	cipation Re	eceipt			
			Date &	kTime: -			
Bid Detail							
Bid ID:			Procur	ement Entity:	-		
Bid Title:							
Bid Value:			Bid O _l	Bid Opening Place:			
Bidder Deta	il						
Name of Entity:			Mobile	e No.:			
Registration Type:				Instrument Amount:			
Payment Mode:				Payment Channel:			
Instrument No.:			Instrur	Instrument Date:			
Dates Detail							
Sr. No.	Event Nam	vent Name Event Date					
1.	Publishing	g Date					
2.	Bid Openi	ng Date					
				I			
Specific Inst	rument for	e Proc Rajasthan					
Instrument '		J					
Instrument	Head N	lame		Amount	Date		
Number							
				Tender Fee			
	DIG: T						
	RISL F	Processing Fee					
	Form	t Manay Danasit					
	Earnest Money Deposit						
Issuer Detail:	: Jaipur	Challan Number:			1		
Development		Chanan rumou.					
Authority							



INTRODUCTION

1.1 Background

- 1.1.1 Jaipur founded in AD 1727 by Maharaja Sawai Jai Singh II, Jaipur, the capital of Rajasthan is popularly known as the Pink City. With broad avenues and spacious gardens, the city is steeped in history and culture. Here the past comes alive in magnificent forts and palaces, blushed pink, where once lived the maharajas. The bustling bazaars of Jaipur, famous for Rajasthan jewellery, fabric and shoes, possess a timeless quality and are a treasure-trove for the shoppers. Planned by Vidyadhar Bhattacharya, Jaipur holds the distinction of being the first planned city of India. Renowned globally for its coloured gems, the capital city of Rajasthan combines the allure of its ancient history with all the advantages of a metropolis. Jaipur rises up majestically against the backdrop of the forts Nahargarh, Jaigarh and Garh Ganesh Temple. The bustling modern city is one of the three corners of the golden triangle that includes Delhi, Agra and Jaipur and is one of the major tourist destinations in the country. The city follows a grid plan, with rectangular blocks created by broad intersecting avenues and streets.
- 1.1.2 The Authority with the view to securing planned integrated development & land use, need to carry out a civic survey and prepare a Master Development Plan for Jaipur Region. The Master Development Plan shall precisely define the quality of life that a citizen of Jaipur Region could desirably be expected to lead in long term perspective of Horizon Year 2047 and other intermediate stages, as the State Government may direct, balanced and time targeted development to sub-serve the needs of the growing city of Jaipur & other areas of Jaipur Region, the network of public utilities, civic amenities, community facilities, housing, communication & transport, the projects or schemes for conservation & development of natural resources and such other matters as are likely to have bearing on the integrated development of the Jaipur Region and in particularly provide for;
 - 1.1.2.1 Transport and communications such as roads, high-ways, railways, canals, international air ports, air cargo complexes and bus-service, including their development;
 - 1.1.2.2 Water supply, drainage, sewerage, sewage disposal and other public utilities, amenities and services, including electricity and gas;
 - 1.1.2.3 Preservation, conservation and development of areas of natural scenery, city forests, wild life, natural resources and landscaping;
 - 1.1.2.4 Preservation of objects, features, structures or places of historical, natural,



- architectural or scientific interest and educational value;
- 1.1.2.5 Prevention of erosion, provision for afforestation or re-forestation, improvement of water front areas-rivers, nallahs, lakes and tanks;
- 1.1.2.6 Irrigation, water supply and hydro-electric works, flood control and prevention of water and air pollution;
- 1.1.2.7 Educational and medical facilities;
- 1.1.2.8 District business centers, other shopping complexes, export oriented industrial areas and clearing houses, permanent exhibition centers, cattle fairs and markets;
- 1.1.2.9 Games and sports complexes worthy of holding international events;
- 1.1.2.10 Amusement parks including Disney land, style complexes, safari parks and other gardens and parks, picnic centers and day amusement including artificial lakes and water reservoirs;
- 1.1.2.11 Cultural complexes including theatres, cinemas, Rangmanch, studios, recreation centers, conference hall complexes, concert halls, town halls and auditoria;
- 1.1.2.12 Tourist complexes including hotels and motels, car hiring servicer, organized tours and treks;
- 1.1.2.13 Development of satellite towns in Jaipur Region and their appropriate integration with the City of Jaipur including development of new townships;
- 1.1.2.14 Allocation of land for different uses, general distribution and general location of land and the extent to which the land may be used as residential, commercial, industrial, agricultural, or as forests or for mineral exploitation or for other purposes;
- 1.1.2.15 Reservation of areas for open spaces, gardens, recreation centers, zoological gardens, nature-reserves, animal sanctuaries, dairies and health resorts and other purposes;
- 1.1.2.16 The relocation of the population or industry from over populated and industrially congested areas and indicating the density of population or the concentration of industry to be allowed in any area of Jaipur Region;
- 1.1.2.17 Housing including rural housing;
- 1.1.2.18 Filling up or reclamation of low lying, swampy or un-healthy areas or levelling up to lands;
- 1.1.2.19 Re-development and improvement of existing built-up areas;



- 1.1.2.20 Planning standards and zoning regulations for different zones including development of 'Abadi'; and
- 1.1.2.21 Planning for Jaipur Region for management of urban growth and all matters connected therewith and other matters as are consistent with the objective of this act.
- 1.1.2.22 The Master Development Plan may also define the various zones into which the Jaipur Region shall be divided for the purposes of development and indicate the manner in which the development is to be carried out and the land in each zone is proposed to be used (whether by the carrying out therein development or otherwise) and the stages by which any such development shall be carried out and shall serve as a basic pattern of frame-work within which the Zonal Development Plans of the various zones may be prepared.
- 1.1.2.23 To achieve the same and prepare, finalize & get the Master Development Plan-2047 for Jaipur region, approved and notified along with all other plans, maps, reports and documents as mentioned in "Terms of Reference" (Section-3) of this document in consultation, supervision and direction of the client-Jaipur Development Authority (JDA) has decided to commence the Preparation of GIS based Master Development Plan 2047 for Jaipur Region (the "Project") for the Jaipur Region.

1.2 Zonal Development Plan preparation-

Simultaneously with the preparation of the Master Development Plan or as soon as thereafter, the Zonal Development Plan for each of the Zone as per division of the Jaipur Region will be prepared by the consultant.

- 1.2.1 A Zonal Development Plan should but not limited to-
 - (a) contain the provision for the developmental activities to be carried out as mentioned in sub section (2) of section 21 of JDA Act;
 - (b) contain a site-plan for the development of the zone and show the approximate locations and extents of land uses proposed in the zone for such things as public buildings and other public works and utilities, roads, housing, recreation, industry, business, markets, schools, hospitals, public and private open spaces and other categories of public and private uses;



- (c) specify the standards of population density and building density:
- (d) show every area in the zone which may, in the opinion of the Authority, by required or declared for development or redevelopment; and
- (e) in particular, contain provisions regarding all or any of the following matters, namely:
- (i) the division of any site into plots for the erection of buildings;
- (ii) the allotment or reservation of land for roads, open spaces, gardens, recreation grounds, schools, markets and other public purposes;
- (iii) the development of any area into a township or colony and the restrictions and conditions subject to which such development may be undertaken or carried out;
- (iv) the erection of buildings on any site and the restrictions and conditions in regard to the open spaces to be maintained in or around buildings and height and character of buildings;
- (v) the alignment of buildings on any site;
- (vi) the architectural features of the elevation or frontage of any building to be erected on any site;
- (vii) the number of residential buildings which may be erected on any plot or site;
- (viii) the amenities to be provided in relation to any site or buildings on such site whether before or after the erection of buildings and the person or authority by whom or at whose expense such amenities are to be provided;
- (ix) the prohibitions or restrictions regarding erection of shops, workshops, warehouses or factories or buildings of a specified architectural feature or buildings designed for particular, purposes in the locality;
- (x) the maintenance of walls, fences, hedges or any other structural or architectural construction and the height at which they shall be maintained;
- (xi) the restrictions regarding the use of any site for purposes other than erection of buildings; and
- (xii) any other matter which is necessary for the proper development of the zone or any area thereof according to plan and for preventing buildings being erected haphazardly in such zone or area.
- 1.3 The preparation of Master Development Plan shall include, but not limited to, review & examination of the existing planning frame work i.e. Master Development Plan-



2025 (Third Master Plan- 2011-2025) & Master Development Plan- 2011 (Second Master Plan-1998-2011), the existing development, socio-economic frame work and existing commitments; calculating medium and long-term population projections, requirement of physical and social infrastructure and resources mobilization for execution of the proposed MDP; preparation of a Vision Document and planning strategies; Existing Land Use Plan; Regional Plan, Perspective Plan, Land Use Plan, Transport Network Plan, Zonal Development Plans, Heritage Plan, Tourism Plan, DPCR and other plans, maps, reports& documents for the entire notified Jaipur Region as mentioned in "Scope of Work".

- 1.4 The major activities to be covered under Bid document shall be as per Bid Data Sheet (BDS) and Terms of Reference (TOR).
- 1.5 In pursuance of the above, the JDA invites bids for Consultancy for undertaking "Preparation of GIS based Master Development Plan 2047 for Jaipur Region (the Project) through Competitive Bidding at e-procurement. The consultant shall appraise the 'Project' in accordance with Terms of Reference specified at Schedule -3 (the "TOR").
- 1.6 The prospective bidders may refer to various studies/reports in respect of Jaipur, available in the JDA website.
- 1.7 **Bid:** The JDA invites Bids **for preparation** of "Preparation of GIS based Master Development Plan 2047 for Jaipur Region (the "Project").
- 1.8 **Due diligence by bidders:** Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the bids by paying a visit to JDA office and the Project area, or sending written queries to the JDA and attending a Pre-bid meeting on the date and time specified in NIB.
- 1.9 **Validity of the Proposal:** The Proposal shall be valid for a period of not less than 120 days from the last date of submission of bids.
- 1.10 Brief description of the Selection Process: The JDA has adopted a two-stage selection process (collectively the "Selection Process") in evaluating the Proposals comprising technical and financial bids to be submitted in designated envelopes at http://eproc.rajasthan.gov.in only. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on the technical evaluation, a list of short-listed Bidders shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Bidder shall be selected for negotiation (the "Selected Bidder") while the second ranked Bidder will be kept in reserve.
- 1.11 Payment to consultant: For the purposes of evaluation of Bidders, only INR will be



- considered as the applicable currency. The bidder should quote his price exclusive of GST, mentioning GST separately. GST will be adjusted as per applicability at the time of work stage payment
- **1.12 Pre-bid visit to the Site and inspection of data:** Prospective Bidders may visit the Site, go through Jaipur Region Master Development Plan 2025, comprehensive mobility plan, City Bus, Metro & BRT routes and review the available data.
- **1.13 Pre-bid meeting**: A pre-bid meeting has been scheduled for the bid. The bidders can email their queries to Vivek Sharma Superintending Engineer (TA to DE-I) on wiveksharma.jda@rajasthan.gov. (Phone number 9414066198) JDA shall respond to the queries in accordance to the timelines given in this bid.

1.14 Communications:

- 1.14.1 All communications should be addressed to Executive Engineer & TA to DE-1, Jaipur Development Authority, Jaipur
- 1.14.2 The Official Website of the JDA is: http://www.jaipurjda.org
- 1.14.3 All communications, including the envelopes, should contain the following information, to be marked as

NIB No. :.....
BID FOR CONSULTANCY

"Preparation of GIS based Master Development Plan - 2047 for Jaipur Region"



2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this Bid document. The term bidder (the "Bidder") means the Sole Firm. In case a bidder firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process only individually (as "Sole Firm") The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this document.
- 2.1.2 Bidders are advised that the selection of Bidder shall be on the basis of an evaluation by the JDA through the Selection Process specified in this bid document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the JDA's decisions are without any right of appeal whatsoever.
- 2.1.3 The bidder shall submit its bids in the form and manner specified in the bid. Upon selection, the bidder shall be required to enter into an agreement with the **JDA** in the form specified at Schedule-2.

2.1.4 **Key Personnel**

The Consultancy Team shall consist the following key personnel (the "**Key Personnel**") who shall discharge their respective responsibilities

S.No.	Key Position				
K1	Team Leader- 1 Nos (Post Graduate Degree in Urban / Regional Planning)				
K2(A&B)	Urban Planner-4 Nos. (Post Graduate Degree in Urban Planning/Regional Planning/ City Planning)				
K3(A&B)	Transport / Transportation Planner Leader- 2 Nos (Post Graduate in Transport/ Transportation Planning)				
K4	Regional Planner- 1 Nos (Post Graduate Degree in Regional Planning)				
K5	Environment Planner/ Expert - 1 Nos (Post Graduate Degree in Environmental Planning/Engineering/Science)				



K6	Heritage Planner/ Expert- 1 Nos (Post Graduate Degree in Heritage Conservation)
K7	Infrastructure Engineer- 1 Nos (Bachelor's Degree in Civil engineering with Post Graduate Degree in Infrastructure Engineering and Management/ Infrastructure Engineering or equivalent)
K8	Landscape Architect- 1 Nos Bachelor's Degree in Architecture with Post Graduate Degree in Landscape Architecture or equivalent.
К9	Urban Planner- 6 Nos (Bachelor's Degree in Engineering(civil)/ Planning with Post Graduate Degree in Urban/City/Regional Planning/ Traffic & Transport Planning or M.Tech in Planning or M.Plan (Urban/Regional/Traffic & Transport/ Environment)
K10	Socio Economic Expert- 2 Nos (Post Graduate in Planning/Sociology/ Economics/ Statistics/ Geography)
K11	GIS Web Developer- 1 Nos (M.Tech/M.Sc/PG Diploma in Remote Sensing/ GIS /Geo-informatics)
K12	GIS Expert- 6 Nos (M.Tech/M.Sc/PG Diploma in Remote Sensing/ GIS /Geo-informatics)
	Engineer, Field Supervisors, Field Surveyors, CAD operators, Data entry operators, etc (ITI/Diploma/Degree with minimum 3-year experience)

2.2 Eligibility Criteria of Bidders

- 2.2.1 Bidder must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those bidders who satisfy the Conditions of Eligibility will be considered for evaluation.
- 2.2.2 To be eligible the bidder shall fulfil the following:
 - (A) The Bidder's organisation should have been in operations for at least last Ten years with the proof of incorporation/commencement of business in Urban Planning, Regional Planning, Architecture, Transport, Environment and Planning of Civil infrastructure preceding 10 years of 31.3.2023.
 - (B) In case of a company/firm, Registration Certificate issued by Registrar of Companies along with Memorandum of Association (MoA) and Article of Association (AoA) be submitted.



- (C) In case of a society, cooperative society, Registration Certificate issued under Societies Registration Act, Cooperative Societies Act along with copy of bye laws be submitted.
- (D) In case of a partnership firm, Registration Certificate issued by Registrar of Firms along with power of attorney in favour of one partner duly signed by all the partners of the firm be submitted.
- (E) Any other equivalent document in case of any other registered entity to be submitted.
- (F) GST Registration Certificate in the name of the Bidder be submitted.
- (G) The Bidder shall have minimum experience of preparation of GIS application-based Master Development Plans/Master Plan of at least 01 City (having projected/designed/assigned population more than 40 lakhs) and at least 01 city (having projected population more than 20 lakhs) in last 10 years (i.e. after 31.03.2013). City Development Plan, Spatial Plan, Concept Regional Plan, Concept Development Plan, Zonal Development Plan will not be considered eligible for this criterion.
- (H) Average annual turnover of the Bidder shall not be less than Rs.25.00 crores in the last 05 financial years ending on 31st March 2023. The average will be worked out by adding turnover of the previous five financial years and division by five. No escalation whatsoever for elapsed years will be allowed in calculation of the average turnover. The considered turnover will be actual turnover as per balance sheet or certification by CA.
- (I) The technical capacity shall be evidenced through a copy of client's completion certificate clearly mentioning the technical requirements sought under this criterion.
- (J) **Qualification & Experience:** The Key Personnel shall fulfil the conditions of eligibility in respect of qualification & experience, as given in respective tables under Clause 3.2.1.
- (K) Joint Venture is not allowed.
- 2.2.3 The bidder should submit a Power of Attorney (POA) as per the format at Form-6 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed as a partner of the Bidder, in case the Bidder is a partnership firm or limited liability partnership. The authority to the person issuing the POA shall be established through a copy of the board resolution.
- 2.2.4 A Bidder shall not be eligible to participate in the Bid for this procurement in case the bidder in individual capacity or in Joint venture or sub-letted work have been debarred/ blacklisted/ sent on holiday/ imposition of self-restraint in lieu of similar



- action by Government of Rajasthan, any Govt. / Semi Govt. agencies in any other State of India preceding 3 years from the date of bidding.
- 2.2.6 Any entity which has been barred by the Government of India, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, during last three years from last date of submission of this bid would not be eligible to submit a Bid either by itself or through its Associate.
- 2.2.7 The Bidder or its Associate should have, during the last three years (as defined above), neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.

While submitting a Proposal, the Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Bidders may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

- 2.3.1 The Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest") as per RTPP Act 2012. Any Bidder found to have a Conflict of Interest shall be disqualified.
- 2.3.2 The **JDA** requires that the Consultant provides professional, objective, and impartial advice and at all times hold the **JDA**'s interests paramount, avoid conflicts with other assignments or



its own 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 clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the **JDA**.

- 2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, The Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - a) The Bidder, or Associate (or any constituent thereof) and any other Bidder, its or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution as per Companies Act 2013. For therefore purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this subclause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
 - b) a constituent of such Bidder is also a constituent of another Bidder; or
 - c) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - d) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or



- e) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Application of either or each of the other Bidder; or
- f) there is a conflict among this and other consulting assignments of the Bidder (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the JDA for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- g) a firm which has been engaged by the JDA to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- h) the Bidder, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its Consultant(s) or sub-Consultant(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its Consultant(s) or sub-Consultant(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its Consultant(s) or sub-Consultant(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred in Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of subclause (a) above.

For purposes of this bid, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more



than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

2.3.4 A Bidder eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project envisaged as the end product of this Bid and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the JDA in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the JDA in accordance with the rules of the JDA. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid-up share capital of the Consultant, as the case may be, and any Associate thereof.

2.4 Number of Proposals

No bidder or its Associate shall submit more than one bid. Bidder applying individually or as an Associate shall not be entitled to submit another bid individually.

2.5 Cost of Proposal

The Bidders shall be responsible for all of the costs associated with the preparation of their bids and their participation in the Selection Process including subsequent negotiation, visits to the **JDA**, Project site etc. The **JDA** will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process

2.6 Site visit and verification of information

Ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with the **JDA**, and collection of preliminary data required, Applicable Laws and regulations or any other matter considered relevant by them.



2.7 Acknowledgement by Bidder

- 2.7.1 It shall be deemed that by submitting the Proposal, the Bidder has:
 - (a) made a complete and careful examination of the Bid Document;
 - (b) received all relevant information requested from the **JDA**;
 - (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bid Document or furnished by or on behalf of the JDA or relating to any of the matters referred to in Clause 2.6 above;
 - (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
 - (e) acknowledged that it does not have a Conflict of Interest; and
 - (f) agreed to be bound by the undertaking provided by it under and in terms hereof.
- 2.7.2 The **JDA** shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to Bid or the Selection Process, including any error or mistake therein or in any information or data given by the **JDA**.

2.8 Right to reject any or all Proposals

- 2.8.1 Notwithstanding anything contained in this bid document, the JDA reserves the right to accept or reject any bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2.8.2 Without prejudice to the generality of Clause 2.8.1, the **JDA** reserves the right to reject any Proposal if:
 - (a) at any time, a material misrepresentation is made or discovered, or
 - (b) the Bidder does not provide, within the time specified by the **JDA**, the supplemental information sought by the **JDA** for evaluation of the Proposal. Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified / rejected, then the **JDA** reserves the right to consider the next best Bidder, or take



any other measure as may be deemed fit in the sole discretion of the **JDA**, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the bid document

- 2.9.1 This **Bid Document** comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:
 - 1 Introduction
 - 2 Instructions to Bidder
 - 3 Criteria for Evaluation
 - 4 Fraud and corrupt practices
 - 5 Pre-Bid Meeting
 - 6 Miscellaneous

Schedules

- 1. Terms of Reference
- 2. Form of Agreement

Annex-1: Terms of Reference

Annex-2: Deleted

Annex-3: Estimate of Personnel Costs

Annex-4 : Payment Schedule

Appendices

Appendix-I: Proposal

Form 1 : Letter of Proposal

Form 2 : Financial Proposal

Form 3 : Estimate of Personnel Cost

Form 4 : Particulars of the Bidder

Form 5 : Statement of Legal Capacity

Form 6 : Power of Attorney

Form 7 : Financial Capacity of Bidder

Form 8 : Particulars of Key Personnel

Form 9 : Proposed Methodology and Work Plan



Form 10 : Abstract of Eligible Assignments of Bidder

Form 11 : Abstract of Eligible Assignments of Key Personnel

Form 12 : Eligible Assignments of Bidder

Form 13 : List of Sub Consultant Form 16 : Contact Details Form

Appendix-II: List of Bid-Specific Clauses

2.10. Clarifications

2.10.1 Bidders requiring any clarification on the Bid Document may send their queries e-mailed to the address given in the Bid not later than 7 (seven) days prior to the Proposal Due Date of pre bid meeting. The JDA will post the reply to all such queries during reply at time of pre bid meeting & publish the same on SPPP.

2.10.2 The **JDA** reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the **JDA** to respond to any question or to provide any clarification.

2.11 Amendment of Bid Documents

2.11.1 At any time prior to the deadline for submission of Proposal, the JDA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bid Document by the issuance of Addendum/ Amendment and posting it on the Official Website.

2.11.2 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the **JDA** may, in its sole discretion, extend the Bid Due Dates.

C. PREPARATION AND SUBMISSION OF BID

2.12 Language

The bid with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this Bid Document. No supporting document or printed literature shall be submitted with the Bid unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.



2.13 Format and signing of Proposal

- 2.13.1 The Bidder shall provide all the information sought under this Bid Document. The JDA would evaluate only those Bids that are received in the specified forms and complete in all respects.
- 2.13.2 The Bids must be submitted (uploaded) by the authorized representative (the "Authorized Representative") as detailed below:
 - (a) by the proprietor, in case of a proprietary firm; or
 - (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - (c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or

A copy of the Power of Attorney certified under the hands of a partner or director of the Bidder in the form specified in Appendix-I (Form6) shall accompany the Bid.

2.13.4 Bidders should note the Bid Due Date, as specified in Clause 1.8, for submission of Bids. Except as specifically provided in this Bid Documents or in the matters related to confirmation of legal aspects, no supplementary material will be entertained by the JDA, and that evaluation will be carried out only on the basis of documents received by the closing time of Bid Due Date as specified in Clause 2.17.1. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the JDA reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.23.

2.14 The Proposal

- 2.14.1 Bidders shall submit the proposal in the formats at Appendix-I
- 2.14.2 While submitting the Bid, the Bidder shall, in particular, ensure that:
 - (a) The tender Fee, Bid Security, and RISL Processing Fee, on-line is provided;
 - (b) All forms are submitted in the prescribed formats
 - (c) Power of Attorney in original,



- (d) Professional Personnel proposed are meeting the conditions of eligibility and have good working knowledge of English language;
- (e) Key Personnel would be available for the period indicated in the TOR;
- (f) No Key Personnel should have attained/ passed the age of **65** (Sixty-five) years on the last date of submission of bid.
- (g) The proposal is responsive in terms of Clause 2.21.3. and RTPP Act.
- 2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14.2 shall make the bid liable to be rejected.
- 2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage during evaluation or after signing of the Agreement, he shall be liable to be debarred for any future assignment of the JDA for a period of 3 (three) years. The award of this Consultancy to the Bidder may also be liable to cancellation in such an event.

2.14.5 Deleted

- 2.14.6 The proposed team shall be composed of experts and specialists (the "Professional Personnel") in their respective areas of expertise and managerial/support staff (the "Support Personnel") such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy.
- 2.14.7 A Bidder may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such sub-consultants should be submitted in Form-13 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.
- 2.14.8 The **JDA** reserves the right to verify all statements, information and documents, submitted by the Bidder. Any such verification or the lack of such verification by the **JDA** to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the **JDA** there under.
- 2.14.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall



be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Bid Documents, be liable to be terminated, by a communication in writing by the **JDA** without the **JDA** being liable in any manner whatsoever to the Bidder, as the case may be.

In such an event, the JDA shall forfeit the Bid Security of the bidder.

2.15 Financial Proposal

- 2.15.1 Bidders shall submit the financial proposal in the formats at Appendix-I (the "Financial Proposal") clearly indicating the total cost of the Consultancy (Item [F] of Form-2&3 of Appendix-I) in both figures and words, in Indian Rupees, and signed by the Bidder Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- 2.15.2 While submitting the Financial Proposal, the Bidder shall ensure the following:
 - (i) All the costs associated with the assignment shall be included in the Financial Proposal. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - (ii) The Financial Proposal shall take into account all expenses. All payments shall be subject to deduction of taxes at source as per Applicable Laws.
 - (iii) Costs (including break down of costs) shall be expressed in INR. GST will be paid extra as per applicability.

2.16 Submission of Bid

2.16.1 Bidder (authorized Signatory) shall submit their offer on-line in electronic formats both for technical and financial proposal The Bidder shall, on or before the date and time given in the Notice of Invitation to Bid, submit his Bid as per procedure at http://eproc.rajasthan.gov.in only.

2.18 Late Bids

Bids received by the **JDA** after the specified time on Bid Due Date shall not be eligible for consideration and shall be summarily rejected.



2.19 Modification/ substitution/ withdrawal of Bids

The Modification/ substitution/ withdrawal of Bids will be as per procedure at http://eproc.rajasthan.gov.in only as per RTPP Act.

2.20 Bid Security.

2.20.1 Jaipur Development Authority, has decided to receive Bidding document fee, RISL Processing Fee and Bid Security Deposit (BSD) through online mode only for which the bidder has to get registered himself on JDA portal www.jaipurjda.org.

To participate in the bid, bidder has to be:

- 1. Registered on JDA website www.jaipurjda.org (by depositing Rs 500.00 online, the validity of which remains 3 (three) years.)
 - For participating in the Bid, the Bidder has to apply for this Bid and pay the bid Document Fee, RISL Processing Fee and Bid Security Deposit online only.
- 2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

Methods for depositing online amount

- > Online through internet Banking, Debit card or Credit Card.
- In case the amount exceeds the online payment limit, the payment may be made through RTGS/NEFT/Transfer in Bank Account Number 675401700586 IFSC Code ICIC0006754 of ICICI Bank limited, JDA Campus Jaipur.

In Case of RTGS/NEFT/Transfer the bidder is required to deposit the requisite amount in the dedicated bank account number as mentioned above and has to get the UTR/ Reference number from the bank. This number requires to be updated whiling applying the bid on JDA portal.

While participation in the bid, a receipt will be generated through the system showing the submission details. The bidder is required to fill the instrument numbers for various heads on e-procurement portal www.eproc.rajasthan.gov.in as mentioned in the receipt.

More details about Registration Process, Terms and Conditions and FAQ along with contact details is available on JDA website www.jaipurjda.org under e-Services>>JDA tender.

The Bidder shall furnish as part of its Proposal, bid security of Rs. 20,00,000.00 (Twenty lakh) as above, returnable after signing of contract except in case of the two highest ranked Bidders as required in Clause 2.24.1. In the event that the first ranked Bidder commences the assignment as required in



Clause 2.29, the second ranked Bidder, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 150 (one hundred and fifty) days from opening of the Financial Bid.

- 2.20.2 Any Bid not accompanied by the Bid Security shall be rejected by the JDA as nonresponsive
- 2.20.3 The Bidders are required to submit Bid security, cost of Bidding documents, and Bid processing fees through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap of 3 working days between the End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. In the absence of the requisite fee, the bid of the concerned bidder will be considered as non-responsive and shall be liable for rejection
- 2.20.4 The Bidder, by submitting its Application pursuant to this Bid, shall be deemed to have acknowledged that without prejudice to the JDA's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the JDA under the following conditions:
 - (a) If a Bidder engages in any of the Prohibited Practices specified in Section 4 of this Bid;
 - (b) If a Bidder withdraws its Bid during the period of its validity as specified in this Bid Documents and as extended by the Bidder from time to time;
 - (c) In the case of the Selected Bidder, if the Bidder fails to reconfirm its commitments during negotiations as required vide Clause 2.24.1;
 - (d) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment as specified in Clauses 2.28 and 2.29 respectively; or

D. EVALUATION PROCESS

2.21 Evaluation of Proposals

(a) The technical bid will be opened only of those bidders who deposit Cost of Bid, Bid processing fee and Bid Security as stipulated.



- (b) The Technical Bid would be opened on the date 06.10.2023 at 11.00 AM in the room of Executive Engineer & TA to DE-1 Room No Mb FF 102 Main Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur- 302004 (Rajasthan)
- (c) The Financial Bid would be opened only of those bidders who fulfill all the eligibility criteria
- 2.21.1 A Proposal shall be considered responsive only if:
 - (a) it contains all the information (complete in all respects) as requested in the Bid Documents;
 - (b) it does not contain any condition; and
 - (c) it is not non-responsive in terms of RTPP Act.
- 2.21.2 The JDA reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the JDA in respect of such Bids.
- 2.21.5 The **JDA** shall subsequently examine and evaluate Bids in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this Bid Documents.
- 2.21.6 After the evaluation, the JDA shall prepare a list of pre-qualified and shortlisted Bidders in terms of Clause 3.2 for opening of their Financial Proposals. The date, time and venue will be notified to all selected Bidders for announcing the result of evaluation and opening of Financial Proposals. The JDA will not entertain any query or clarification from Bidder who fail to qualify at any stage of the Bidding Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3.
- 2.21.7 Any information contained in the Bid Documents shall not in any way be construed as binding on the JDA, its agents, successors or assigns, but shall be binding against the Bidder if the Consultancy is subsequently awarded to it.

2.22 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the **JDA** in relation to matters arising out of, or concerning the Selection Process. The **JDA** will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The **JDA** may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its



disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the JDA.

2.23 Clarifications

- 2.23.1 To facilitate evaluation of Bids, the JDA may, at its sole discretion, seek clarifications from any Bidder regarding its Bids. Such clarification(s) shall be provided within the time specified by the JDA for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.23.2 If a Bidder does not provide clarifications sought under Clause 2.23.1 above within the specified time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the JDA may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the JDA.

E. APPOINTMENT OF CONSULTANT

2.24 Negotiations

- 2.24.1 The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Bid, but will be for re-confirming the obligations of the Consultant under this Bid. Issues such as deployment of Key Personnel, understanding of the Bid document, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected Bidder fails to reconfirm its commitment, the JDA reserves the right to designate the next ranked Bidder as the Selected Bidder and invite it for negotiations.
- 2.24.2 The **JDA** will examine the credentials of all other Professional Personnel and those not found suitable shall be replaced by the Bidder to the satisfaction of the **JDA**.
- 2.24.3 The **JDA** will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Bidder to the satisfaction of the **JDA**.

2.25 Substitution of Key Personnel

2.25.1 The JDA will not normally consider any request of the Selected Bidder for substitution of Key Personnel. Substitution will, however, be permitted subject to equally or better qualified and experienced personnel being provided to the satisfaction of the JDA. Every replacement will attract penalty of 0.5 % of the contract value.



2.25.2 Deleted

2.25.3. Those Key Personnel not found suitable during the course of the agreement shall be replaced by the Consultant immediately to the satisfaction of the **JDA**.

2.26 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the **JDA** for an amount not exceeding 2 (two) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services provided as per TOR.

2.27 Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, by the **JDA** to the successful bidder and he shall, within 14 (fourteen) days of the receipt of the LOA, sign formal agreement

2.28 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period of 14 days from issue of LOA. The bidder should deposit 5 % amount of the contract value as performance security in form of BG/ FDR/DD/NSC/Banker Cheque operatable at local scheduled bank valid beyond 90 days after completion of all contractual liabilities. The Successful Bidder shall not be entitled to seek any deviation in the Agreement. The bid security will be released after execution of the agreement & confirmation of the BG genuineness by the Authority. The format of the BG is enclosed at Annexure -IV

2.29 Commencement of assignment

The Consultant shall commence the Services within 15 days of the date of the Agreement or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the **JDA** may invite the second ranked Bidder for negotiations. In such an event, the Bid Security of the first ranked Bidder shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

2.30 Proprietary data

Subject to the provisions of Clause 2.22, all documents and other information provided by the **JDA** or submitted by a Bidder to the **JDA** shall remain or become the property of the **JDA**. The Consultant, as the case may be, are to treat all information as strictly confidential. The **JDA** will not return any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the **JDA** in relation to the Consultancy shall be the property of the **JDA**.



3. CRITERIA FOR EVALUATION

3.1 Evaluation of Proposals

3.1.1 Proposals of only those Bidders who satisfy the Conditions of Eligibility (*Clause 2.2-Instructions to Bidder*) will be considered for detailed technical evaluation. In the first stage, the technical capability of the Bidder will be evaluated and short listed for consideration of their presentation.

3.1.2 Deleted

3.2 Short-listing of Bidders

The aforesaid Bidders, subject to detailed evaluation as per the technical scoring criteria given in the table below will be short listed and considered for evaluation of their financial proposal. The Bidders, scoring 70% marks and above will only be qualified for further evaluation. In case only one bidder or no bidder attain 70% marks then the bid of three highest scoring firm will be opened.

Technical Bid Evaluation Criteria: -

Table-1

S	S No.	Criteria	Marks
	1.0	The average annual turn-over of Bidder in previous 5 years (i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22).	<u>10 Max</u>
		Criteria for marks in ref. to turn -over shall be as per S.no. 1.1 to 1.3 mentioned below.	
	1.1	Above 50.0 crore	10
	1.2	Above 40 to 50.0 Cr	9
	1.3	Above 25 to 40 Cr.	8
	2.0	Experience of the bidding firm.	<u>25 Max</u>
	2.1	Experience in preparation of GIS based Master Plan/ Master Development Plan in previous 10 years, up to the date of bid submission, having projected population of more than 40 lakhs. City Development Plan, Spatial Plan, Concept Regional Plan, Concept	15 Max



3.1 3.2 4.0	Master Plan of Area more than 3000 Sq.km. Master Plan of Area more than 3000 Sq.km. upto 4000 Sq.km. Master Plan of Area more than 4000 Sq.km. CVs of key personnel Qualification and experience of key professionals. Evaluation Criteria for marks shall be as per desired CV's of each type of Key professional mentioned in Table-2 of technical BID	8 10 Max 50 max
3.0	Experience in preparation of Master Plan/Master Development Plan	10 Max
2.2.3	Work completed as per TOR in all respect @ 5 marks for each city/town	
2.2.2	Work completed up to draft stage including thematic maps as per TOR @3.5 marks for each city/town	
2.2.1	Work completed up to stage of base map @ 2 mark for each city/town	
	Engineer or Deputy Town Planner will only be acceptable. In this section Maximum 02 (Two) Master Plan/Master Development Plans required to be submitted & will be evaluated accordingly. Maximum 05 marks per Master Plan/ Master Development Plan shall be allotted for a project. Criteria for marks shall be as per S.no. 2.2.1 to 2.2.3 mentioned below.	
	City Development Plan, CSP, Concept Regional Plan, Concept Development Plan, Zonal Development Plan will not be considered eligible for marks. Relevant certificate not below the rank of Executive	
2.2	Experience in preparation of GIS based Master Plan/ Master Development Plan in previous 10 years, up to the date of bid submission, having projected population of more than 20 lakhs.	10 Max
2.1.3	Work completed as per TOR in all respect @ 7.5marks for each city	
2.1.2	Work completed up to draft stage including thematic maps as per TOR @ 5marks for each city	
2.1.1	Work completed up to stage of base map @ 3 mark for each city.	
	Maximum 02 (Two) Master Plan/Master Development Plans required to be submitted & will be evaluated accordingly. Maximum 7.5 marks per Master Plan/ Master Development Plan of a town shall be allotted for a project. Criteria for marks shall be as per S.no. 2.1.1 to 2.1.3 mentioned below.	
	Development Plan, Zonal Development Plan will not be considered eligible for marks. Relevant certificate not below the rank of Executive Engineer or Deputy Town Planner will only be acceptable. In this section	



5.0	Technical presentation and write up on "Formulation of Master Development Plan-2047 for Jaipur Region" shall not be more than 20 slides based on following contents: -	5
	 Brief description of the Bidder's organization (1-2 slides); Relevant experience of the firm (2-3 slides); Understanding of the scope of work (3-5 slides); Identifying strengths, problem/challenges, opportunities for Jaipur city and region (2-4 slides); Description of the Technical approach and methodology, work plan, and organization and staffing schedule (8-10 slides); Vision – 2047(1-2 slides). 	
	Total Marks	100

Key Personnel Detailed Evaluation Criteria: (Required for technical evaluation mentioned at sno.4 of Above Evaluation Table -1) (Table -2)

Id. No	Designation	Qualification and Experience of Professionals	Required No of minimum personnel	Maximum Marks
K-1	Team Leader (Mandatory on payroll)	 Post Graduate Degree in Urban/Regional Planning from accredited college/university with relevant experience not less than 15 years. Should have experience as team leader in formulation of Master Plan/ Master Development Plans, Regional Plans, Area Plans/ Metropolitan Plan or equivalent with a projected population of minimum 20 lakhs in India or abroad. 	01	5
K-2	Urban Planners (One key personnel from each type is	 Type-A:-Post Graduate Degree in Urban Planning/Regional Planning/ City Planning with relevant experience not less than 10 years. Should have relevant experience as urban planner in 	02	04 (@ 2.0per profession al)



Mandatory on payroll) Type-A&B	formulation of Master Plan/ Master Development Plans, Regional Plans, Area Plans/ Metropolitan Plan or equivalent with a projected population of minimum 10 lakhs in India or abroad. and,		
	 Type-B:-Post Graduate Degree in Urban Planning/Regional Planning/ City Planning/Urban Design with at least 5 years of experience in similar works. Should have relevant experience as urban planner in formulation of Master Plan/ Master Development Plans, Regional Plans, Area Plans/ Metropolitan Plan or equivalent with a projected population of minimum 10 lakhs in India or abroad. and, 	02	(@ 1.5 per profession al)
K-3 Transport / Transportatio n Planner Type-A&B (Type- A Mandatory on payroll)	 Type-A: -Post Graduate in Transport/ Transportation Planning with at least 10 years of experience in preparation of Master Plan/ Master Development Plans, Transport Plans, City Circulation Plans, Mobility Plans, etc. and conducting traffic and transport surveys. Should have desirable experience as Transport Modeler/ Land use Transport Modeler in similar kind of works. Should have knowledge of National Transport Policy and various codes of IRC. 	01	02
	• Type-B:-Post Graduate in Transport/Transport Planning	01	02



		with at least 5 years of experience in preparation of Master Plan/ Master Development Plans, Transport Plans, City Circulation Plans, Mobility Plans, etc. and conducting traffic and transport surveys. • Should have knowledge of National Transport Policy and various codes of IRC.	
K-4	Regional Planner	• Post Graduate Degree in Regional Planning with at least 5 years of experience & should have relevant experience in similar works.	02
K-5	Environment Planner/ Expert (Mandatory on payroll)	 Post Graduate Degree in Environmental Planning/Engineering/Science with at least 5 years of experience. Should have relevant experience in similar works and/or Environment plans, Environment Management Plans and EIA's. Should be conversant with National and Rajasthan State Environment Policies. 	02
K-6	Heritage Planner/Expe rt	Post Graduate Degree in Heritage Conservation with at least 5 years of experience or Graduate Degree in architecture with at least 10 years of experience in similar work. Should have relevant experience in preparation heritage conservation plan or similar works.	02



K-7	Infrastructure Engineer (Mandatory on payroll) Landscape	Bachelor's Degree in Civil engineering with Post Graduate Degree in Infrastructure Engineering and Management/ Infrastructure Engineering or equivalent with at least 5 years of experience. Bachelor's Degree in	01	02
	Architect	Architecture with Post Graduate Degree in Landscape Architecture or equivalent.		
K-9	Urban Planner (At least 2 key- personnel be Mandatory on payroll)	 Bachelor's Degree in Engineering(civil)/ Planning with Post Graduate Degree in Urban/City/Regional Planning/ Traffic & Transport Planning or M.Tech in Planning or M.Plan (Urban/Regional/Traffic & Transport/ Environment) or equivalent.	06	(@ 1.5 per profession al)
K-10	Socio - Economic Expert	 Post Graduate in Planning/Sociology/Economic/ Statistics/Geography with at least 5 years of experience in similar work. Experience in collection of field data and socio-economic surveys, analysis of socio-economic data of cities/towns at local level, projections, creation of urban database using secondary sources. 	02	04 (@ 02 per profession al)
K-11	GIS Specialist - Web Development	• M.Tech/M.Sc/PG Diploma in Remote Sensing/ GIS /Geo- informatics from accredited college/ university with at least	01	02



K-12	GIS Expert (At least 2 key- personnel be Mandatory on	GIS Sp. Development mentioned Having preparate applicate develop Server, &HTMI M.Tech/M Remote Server informatics college/ un 05 Years o	ment using Arc GIS JAVA script, APIs L5 etc. Sc/PG Diploma in tensing/ GIS /Geo- s from accredited diversity with at least f experience.	06	09 (@ 1.5 per profession al)
Sunnort	payroll) Staff (CVs not re	developing databases have experience tools lik ERDAS a Preparation spatial attri	ave experience in and managing geo is essential. Should Strong practical in GIS software e Arc Map/GIS, and other platforms. In of base maps, ibutes data collection of maps. with Technical Bid)		
1	Engineer, Field Field Survey	Supervisors,	ITI/Diploma/Degree with minimum 3-year experience	As required	Name, Aadhar no. & their photo, qualificatio n &experien ce certificate of staff is mandatory to be submitted after allotment



		of work/ contract Agreement
		•

Note:

- (i) From Key position K-1 to K-12 wherever mandatory is mentioned, the key personnel shall be on the payroll of bidder (since more than 12 months), In case of key professionals proposed are not on agency own payroll, than technical bid shall not be considered/evaluated.
- (ii) The Successful Bidder shall be bound to hire additional supporting staff as and when required.
- (iii) Only one CV for each position should be submitted for evaluation. The CV should be supported by copy of the original Educational Qualification certification/ Degree as the case may be.
- (iv) If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage during evaluation or after signing of the Agreement, he shall be liable to be debarred for any future assignment of the JDA for a period of 3 (three) years. The award of this Consultancy to the Bidder may also be liable to cancellation in such an event.
- (v) The major projects of the Key Professionals/Experts should be highlighted in their CVs to evaluate the qualification & experiences.
- (vi) Bidder should provide certificate for the key personnel, to be considered full time employee (working for more than 12 months on payroll of the firm), duly certified by the CA.
- (vii) Bidder shall provide CV's, Team composition and task assignment to key professionals & supporting staff, Time and activity schedule, in the formats attached herewith the Bid document



Criteria for Personnel or Key Expert's CV evaluation -

General Criteria for evaluation for individual Key personnel out of 100 marks (Can vary for different positions) shall be as follows: -

	Key Professional/Expert's CV evaluation Criteria			
S.No	Particulars	Marks		
•				
1.	Educational-qualification	10		
2.	Experience	10		
3.	Project experience	70		
4.	Full Time employee of the firm - on regular pay roll for more than 12 months will be considered as FT Employee.	10		

For each ID (Professional or Key Expert) mentioned above, the bidder is required to present/ submit key personnel CVs mentioning above four particulars in their CVs. The criteria of Maximum points shall be divided as below: -

Key I	Professional/ Expert's ID (K-1): Team Leader- 01No er)	s. (Urban/	Regional
Name	of Key Professional/Expert's:		
S.No.	Criteria, Qualification & Skills	Points	Maximum Points
1	Educational qualification: Master's degree in Urban/ Regional Planning or equivalent from accredited college/university.	10	10
2	Experience: Should have experience as team leader in formulation of Master Plan/ Master Development Plans, Regional Plans, Area Plans/	10	10



Total Marks			100
4	Full time employee of the firm	10	10
	Projects be counted in evaluation).		
	Population More than 30 lakhs - 15 points for each project (Max. 4		1
	(Max. 4 Projects be counted in evaluation), and		
	More than 20 and upto 30 lakhs population - 10 points for each project		
	01 20 Lakiis iii iiidia 01 A010au.		
	Metropolitan Plans or equivalent with a minimum projected population of 20 Lakhs in India or Abroad.		
	Master Plan/ Master Development Plans, Regional Plans, Area Plans/		
3	Project Experience - Experience as Team Leader in formulation of	/0	/0
3	Droingt Expansiones Expansiones as Team Loader in formulation of	70	70
	Experience more than 25 years	10	1
	Experience more than 20 years upto 25 years	8	
	Experience more than 15 yearsupto20 years	6	
	Metropolitan Plans		

	Key Professional/ Expert's ID (K-2, Type-A): Urban Planner	- 02 Nos.	
Named	of Key Professional/Expert's:		
S.No.	Criteria, Qualification & Skills	Points	Maximum Points
1	Educational qualification: Master's degree in Urban/ Regional Planning or equivalent from accredited college/university.	10	10
2	Experience: Should have experience as team leader in formulation of Master Plan/ Master Development Plans, Regional Plans, Area Plans/ Metropolitan Plans	10	10
	Experience more than 10 years upto 12 years	6	
	Experience more than 12 years upto 15 years	8	
	Experience more than 15 years	10	
3	Project Experience - Experience in formulation of Master Plan/ Master Development Plans, Regional Plans, Area Plans/ Metropolitan Plans or equivalent with a minimum projected population of 10 Lakhs in India or Abroad.	70	70



	More than 10 and upto 20 lakhs population - 10 points for each project (Max. 4 Projects be counted in evaluation), and				
	Population More than 20 lakhs - 15 points for each project (Max. 4 Projects be counted in evaluation).				
4	Full time employee of the firm.	10	10		
	Total Marks				

	Key Professional/ Expert's ID (K-2, Type-B): Urban Planner	- 02Nos.	
Name	of Key Professional/Expert's:		
S.No.	Criteria, Qualification & Skills	Points	Maximum Points
1	Educational qualification: Master's degree in Urban/ Regional Planning or equivalent from accredited college/university.	10	10
2	Experience: Should have experience as team leader in formulation of Master Plan/ Master Development Plans, Regional Plans, Area Plans/ Metropolitan Plans	10	10
	Experience more than 5 years upto 7 years	6	
	Experience more than 7 years upto 10 years	8	_
	Experience more than 10 years	10	
3	Project Experience - Experience in formulation of Master Plan/ Master Development Plans, Regional Plans, Area Plans/ Metropolitan Plans or equivalent with a minimum projected population of 10 Lakhs in India or Abroad.	70	70
	More than 10 and upto15 lakhs population - 10 points for each project (Max. 4 Projects be counted in evaluation), and		
	Population More than 15 lakhs - 15 points for each project (Max. 4 Projects be counted in evaluation).		
4	Full time employee of the firm	10	10
	Total Marks		100



Kov.	Professional	/ Evnort's ID	(K 3 Type A)	· Transport 1	Planner- 01Nos.
nev	Professional	Lxbert's ID	(IX-3. I VDE-A)	: i ransbort i	Tanner- utivos.

Na	me o	of Key	Professi	ional/Expe	rt's:		
• • • •	••••	• • • • • • •		• • • • • • • • • • • • • • • • • • • •		• • • • • • • • • • • • • • • • • • • •	• •

S.No.	Criteria, Qualification & Skills	Points	Maximum Points
1	Educational qualification: Master's degree in Transport/ Transportation Planning or equivalent from accredited college/university.	10	10
2	Experience: Should have experience in preparation of Master Plan/ Master Development Plans, Transport Plans, Transport modeling for Developed area, City Circulation Plans, Mobility Plans, etc. and conducting traffic and transport surveys.	10	10
	Experience more than 10 years upto12 years	6	=
	Experience more than 12 years upto 15 years	8	-
	Experience more than 15 years	10	-
3	Project Experience - Experience in preparation of Master Plan/ Master Development Plans, Transport Plans, City Circulation Plans, Transport modelling for Developed area, Mobility Plans, etc. and conducting traffic and transport surveys. or equivalent with a minimum projected population of 20 Lakhs in India or Abroad.	70	70
	More than 20 and upto 30 lakhs population - 10 points for each project (Max. 4 Projects be counted in evaluation), and		
	Population More than 30 lakhs - 15 points for each project (Max. 4 Projects be counted in evaluation).		-
4	Full time employee of the firm.	10	10
	Total Marks		100

Key Professional/ Expert's ID (K-3, Type-B): Transport Planner- 01Nos.



Name of Key Professional/Expert's:	

S.No.	Criteria, Qualification & Skills	Points	Maximun Points
1	Educational qualification: Master's degree in Transport/ Transportation Planning or equivalent from accredited college/university.	10	10
2	Experience: Should have experience in preparation of Master Plan/ Master Development Plans, Transport Plans, City Circulation Plans, Transport modelling for Developed area, Mobility Plans, etc. and conducting traffic and transport surveys.	10	10
	Experience more than 5 years upto 7 years	6	
	Experience more than 7 years upto 10 years	8	-
	Experience more than 10 years	10	=
3	Project Experience - Experience in preparation of Master Plan/ Master Development Plans, Transport Plans, City Circulation Plans, Transport modelling for Developed area Mobility Plans, etc. and conducting traffic and transport surveys. or equivalent with a minimum projected population of 10 Lakhs in India or Abroad.	70	70
	More than 10 and upto 20 lakhs population - 10 points for each project (Max. 4 Projects be counted in evaluation), and		-
	Population More than 20 lakhs - 15 points for each project (Max. 4 Projects be counted in evaluation).		-
4	Full time employee of the firm	10	10
	Total Marks		100



Name	of Key		
	sional/Expert's:	•••••	
S.No.	Criteria, Qualification & Skills	Points	Maximum Points
1	Educational qualification: Master's degree in Regional Planning or equivalent from accredited college/university.	10	10
2	Experience: Should have experience in formulation of Master Plan/ Master Development Plans, Regional Plans, Area Plans/ Metropolitan Plans	10	10
	Experience more than 5 years upto 7 years	6	
	Experience more than 7 years upto 10 years	8	
	Experience more than 10 years	10	-
3	Project Experience - Experience in preparation of Master Plan/ Master Development Plans, Regional Plans, Area Plans/ Metropolitan Plans. or equivalent with a minimum projected population of 20 Lakhs in India or Abroad.	70	70
	More than 20 and upto 30 lakhs population - 10 points for each project (Max. 4 Projects be counted in evaluation), and		
	Population More than 30 lakhs - 20 points for each project (Max. 4 Projects be counted in evaluation).		
4	Full time employee of the firm.	10	10
	Total Marks		100
	Key Professional/ Expert's ID (K-5): Environment Planner	- 01Nos.	1

Name of Key Pro	fessional/Expert's	:		
			•	



S.No.	Criteria, Qualification & Skills	Points	Maximum Points
1	Educational qualification: Master's degree in Environment Planning/ Engineering/Science or equivalent from accredited college/university.	10	10
2	Experience: Should have experience in formulation of Master Plan/ Master Development Plans, Environment Plan, Environment Management Plan, EIA's & Zonal Master Plan of notified ESZ at least 5 years of experience.	10	10
	Experience more than 5 years upto 7 years Experience more than 7 years upto 10 years	6 8	
	Experience more than 10 years	10	-
3	Project Experience - Experience in preparation of Master Plan/ Master Development Plans, Regional Plans, of Master Plan/ Master Development Plans, Environment Plan, Environment Management Plan, EIA's & Zonal Master Plan of notified ESZ. or equivalent with a minimum 50 Hectare area in India or Abroad& should well versed with environment issues/rule/regulation in India.	70	70
	Area More than 50 and upto 100 Hectare - 10 points for each project (Max. 4 Projects be counted in evaluation), and		
	Area More than 100Hectare - 15 points for each project (Max. 4 Projects be counted in evaluation).		
4	Full time employee of the firm.	10	10
	Total Marks		100

	Key Professional/ Expert's ID (K-6): Heritage Planner/ Expert- 01Nos.								
Name	Name of Key Professional/Expert's:								
S.No.		Criteria, Qu	ualification o	& Skills			Points	Maximum Points	
1	Educational	qualification:	Master's	degree		Heritage	10	10	
	Planning/	Master	Degree	in	Ar	chitecture			



	(Heritage/Conservation or Graduate Degree in		
	architecture with at least 10 years of experience in		
	similar work or equivalent from accredited college/university.		
2	Experience: Should have experience in formulation of Heritage conservation Plan, or Heritage Management Plan etc. of at least 5 years of experience.	10	10
	Experience more than 5 years upto 7 years	6	
	Experience more than 7 years upto 10 years	8	-
	Experience more than 10 years	10	
3	Project Experience - Experience in preparation of Heritage conservation Plan, or Heritage Management Plan etc. or equivalent with a minimum 20 Hectare area in India or Abroad.	70	70
	Area More than 20 and upto40Hectare - 10 points for each project (Max. 4 Projects be counted in evaluation)		
	Area More than 40 Hectare -15 points for each project (Max. 4 Projects be counted in evaluation), and		
4	Full time employee of the firm.	10	10
		100	

Key Professional/ Expert's ID (K-7): Infrastructure Engineer - 01Nos.								
Name of Key Professional/Expert's:								
S.No.	Criteria, Qualification & Skills	Points	Maximum Points					
1	Educational Qualification: Bachelor's Degree in Civil engineering with Post Graduate Degree in Infrastructure Engineering and Management/ Infrastructure Engineering or equivalent from accredited college/university.	10	10					
2	Experience: Should have experience City infrastructure Planning & development projects etc. of at least 5 years of experience.	10	10					
	Experience more than 5 years upto 7 years	6						
	Experience more than 7 years upto 10 years	8						
	Experience more than 10 years	10	4					



3	Project Experience - Experience in preparation of City Infrastructure planning & implementation or equivalent with a minimum projected population of 10 Lakhs in India or Abroad.	70	70						
	More than 10 and upto 20 lakhs population - 10 points for each project (Max. 4 Projects be counted in evaluation), and								
	Population More than 20 lakhs - 15 points for each project (Max. 4 Projects be counted in evaluation)								
4	Full time employee of the firm.	10	10						
Total Marks									

Key Professional/ Expert's ID (K-8): Landscape Architect - 01Nos.								
Name of Key Professional/Expert's:								
S.No.	Criteria, Qualification & Skills	Points	Maximum Points					
1	Educational Qualification: Bachelor's Degree in Architecture with Post Graduate Degree in Landscape Architecture or equivalent from accredited college/university.	10	10					
2	Experience: Should have experience in landscape designing projects of at least 5 years of experience.	10	10					
	Experience more than 5 years upto 7 years	6						
	Experience more than 7 years upto 10 years	8						
	Experience more than 10 years	10						
3	Project Experience - Experience in preparation of City landscape planning & implementation Central/ regional parks landscape planning or equivalent with a minimum projected population of 10 Lakhs in India or Abroad.	70	70					
	More than 10 and upto20 lakhs population - 10 points for each project (Max. 4 Projects be counted in evaluation), and							



	Population More than 20 lakhs - 15 points for each project (Max. 4 Projects be counted in evaluation)			
4	Full time employee of the firm.	10	10	
	Total Marks			

Key Professional/ Expert's ID (K-9): Urban Planners– 06 Nos.									
Name of Key Professional/Expert's:									
S.No.	Criteria, Qualification & Skills	Points	Maximum Points						
1	Educational Qualification: Bachelor's Degree in Engineering(civil)/ Planning with Post Graduate Degree in Urban/City/Regional Planning/ Traffic & Transport Planning or M.Tech in Planning or M.Plan (Urban/Regional/Traffic & Transport/ Environment)or equivalent from accredited college/university or Bachelor's Degree in Planning with at least 5 Years of experience.	10	10						
2	Experience: Should have experience in the field of concerned qualification of at least 3 years of experience.	10	10						
	Experience more than 3 years upto 5 years	6							
	Experience more than 5 years upto 7 years	8							
	Experience more than 7 years	10							
3	Project Experience - Experience in preparation of Urban/City/Regional Planning/ Traffic & Transport Planning projects / Master Plans/Zonal Development Plans or equivalent in India or Abroad.	70	70						
	More than 3 and upto5 lakhs population - 10 points for each project (Max. 4 Projects be counted in evaluation), and								
	Population More than 5 lakhs - 15 points for each project (Max. 4 Projects be counted in evaluation)								
4	Full time employee of the firm.	10	10						



Total Marks	100

Key Professional/ Expert's ID (K-10): Socio-Economic Exper
--

Name

of Key Professional/Expert's:

S.No.	Criteria, Qualification & Skills	Points	Maximur Points
1	Educational Qualification: Post Graduate in Planning/Sociology/ Economics/ Statistics/ Geography or	10	10
	equivalent from accredited college/ university with at least 5 Years of experience.		
2	Experience: Should have experience in the field of urban planning of at least 5 years of experience.	10	10
	Experience more than 5 years upto 7 years	6	
	Experience more than 7 years upto 10 years	8	
	Experience more than 10 years	10	
3	Project Experience - Experience in preparation of Urban/City/Regional Planning/ Master Plans / Zonal Development Plans as a Socio-Economic Expert or equivalent in India or Abroad.	70	70
	More than 3 and upto5 lakhs population - 10 points for each project (Max. 4 Projects be counted in evaluation), and		
	Population More than 5 lakhs - 15 points for each project (Max. 4 Projects be counted in evaluation)		
4	Full time employee of the firm.	10	10
	Total Marks		100

Key Professional/ Expert's ID (K-11): GIS Specialist (Web Development)–01 Nos.



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S.No.	Criteria, Qualification & Skills	Points	Maximum Points
1	Educational Qualification: M.Tech/M.Sc. /PG Diploma in	10	10
	Remote Sensing/ GIS /Geo-informatics from accredited		
	college/ university .		
2	Experience: GIS Specialist – Web Development having	70	70
	below mentioned technical skills:		
	 Having experience in preparation of GIS based 		
	applications related to Master Plan/ Regional Plan &		
	web development using Arc GIS Server, JAVA		
	script, APIs &HTML5 etc		_
	Experience more than 5 years upto 7 years	30	
	Experience more than 7 years upto 10 years	40	
	Experience more than 10 years	50	
	Experience of web Development special relater to Master	20	
	Development Plan/ Regional Plan/ Spatial Development Plan		
3	Full time employee of the firm.	20	20
	Total Marks		100



Key Professional/ Expert's ID (K-12): GIS Expert- 06 Nos.

Name	of	K	ev

Professional/Expert's:....

S.No.	Criteria, Qualification & Skills	Points	Maximum Points
1	Educational Qualification: M.Tech/M.Sc. /PG Diploma in	10	10
	Remote Sensing/ GIS /Geo-informatics from accredited		
	college/ university .		
2	Experience: Should have experience in the field of GIS urban mapping developing and managing geo databases is essential. Should have Strong practical experience in GIS software tools like Arc Map/GIS, ERDAS and other platforms. Preparation of base maps, spatial attributes data collection and vetting of maps of at least 3 years of experience.	10	10
	More than 3 years' experience	6	_
	More than 5 years' experience	8	_
	More than 7 years' experience	10	1
3	Project Experience - Experience in preparation of Urban/City/Regional Planning/ Master Plans / Zonal Development Plans on GIS& Allied software as a Socio-Economic Expert or equivalent in India or Abroad. More than 10 and upto20 lakhs population - 10 points for each project (Max. 4 Projects be counted in evaluation), and	70	70
	Population More than 20 lakhs - 15 points for each project (Max. 4 Projects be counted in evaluation)		-
4	Full time employee of the firm.	10	10
	Total Marks		

3.3 Evaluation of Financial Proposal

3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (SF).



- 3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal of Form-2 of Appendix-I (Financial Bid) will be considered.
- 3.3.3 The JDA will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M / F$$

(F = Amount of Financial Proposal)

- 3.3.4 Provided that the bid is substantially responsive, the JDA shall correct arithmetical errors on the following basis:
 - (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

3.4 Combined and final evaluation

3.4.1 Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = S_T \times T_W + S_F \times F_W$$



Where S is the combined score, and T and F are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively.

- 3.4.2 Deleted
- 3.4.3 The Selected Bidder shall be the first ranked Bidder (having the highest combined score). The second ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws, or fails to comply with the requirements specified in Clauses 2.24, 2.28 and 2.29, as the case may be. In the event two or more proposals have the same scores in the final ranking, the proposal with the higher technical score should be ranked first.



4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this BID DOCUMENTS, the JDA shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the JDA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the JDA for, *inter alia*, time, cost and effort of the JDA, in regard to the BID DOCUMENTS, including consideration and evaluation of such Bidder's Proposal.
- 4.2 Without prejudice to the rights of the **JDA** under Clause 4.1 hereinabove and the rights and remedies which the **JDA** may have under the LOA or the Agreement, if an Bidder or Consultant, as the case may be, is found by the **JDA** to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any tender or BID DOCUMENTS issued by the **JDA** during a period of 3 (three) years from the date such Bidder or Consultant, as the case may be, is found by the **JDA** to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the JDA who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the JDA, shall be deemed to constitute influencing the



actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of the JDA in relation to any matter concerning the Project;

- (b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- (d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the JDA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.



5. PRE-BID MEETING

- 5.1 There is pre-bid meeting scheduled for the study on the date mentioned in NIB.. The interested Bidders can mail the queries to JDA prior to conference.
- 5.2 The JDA shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.



6 MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Rajasthan shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The **JDA**, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information to support legal aspects;
 - (c) retain any information and/or evidence submitted to the **JDA** by, on behalf of and/or in relation to any Bidder; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the **JDA**, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- All documents and other information supplied by the **JDA** or submitted by a Bidder shall remain or become, as the case may be, the property of the **JDA**. The **JDA** will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
 - The **JDA** reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.



Schedules



SCHEDULE-1

Preparation of GIS based Master Development Plan - 2047 for Jaipur Region

TERMS OF REFERENCE



SCOPE OF WORK

The Contractor shall prepare, finalize & get the Master Development Plan-2047 & Detailed Zonal Development Plans for Jaipur region approved and notified along with all other plans, maps, reports and documents as mentioned in this section in consultation, supervision and direction of the client. The client may require the contractor to collect and analyse any other data, which it may deem suitable, for preparation of Master Development Plan-2047 and Detailed Zonal Development Plans for Jaipur region.

For the compliance of "scope of work" & co-ordinate with the client in day-to-day affairs in preparation of Master Development Plan, at first, the contractor shall setup a proper office with all desired infrastructure (i.e. computers, printers, plotters, surveying equipment's etc.) and a Dedicated Working Team near (within 5 kms radius of JDA Office) the clients office within one month from the date of signing the contract in Jaipur. The Dedicated Working Team will be led by a Team Leader and shall be stationed in Jaipur from the date of signing the contract. The office shall contain the following facilities: -

- 1. Office Space- Contractor shall possess an office floor space not less than 250 sq.mt. (2500 sq.ft.), should be easily approachable to the client, with 24 hours electric supply. Office Space shall contain the followings minimum amenities: -
 - Reception & Waiting area. (50Sq.ft.)
 - Project coordinator/Team Leader Chamber- 1 Nos. (150Sq.ft.)
 - Urban Planners Chamber -2 Nos. (120 Sq.ft.)
 - Working Stations for Staff- 10 Nos. (70 sq. ft. for each station)
 - Meeting & Discussion Room 1 Nos. (for 15 Persons)
 - Plotter/Printing Chamber 1 Nos. (150 Sq.ft.)
 - Data & Documentation Store 1 Nos. (80 Sq.ft.)
 - Central UPS supply- 1 Nos. (80 sq.mt.)
- 2. Office Furniture- Contractor shall provide the office furniture as followings: -
 - Reception & waiting. As required
 - Project coordinator/ Team Leader Chamber- 1 Working Table & 4 Chairs
 - Urban Planners Chamber -2 Working Tables & 8 Chairs
 - Working Stations for Staff- 10 Nos. (One working counter with chair for Each Station)
 - Meeting & Discussion Room 1 Nos. (for 15 Persons)
 - Printing Chamber 1 Nos. (150 Sq.ft.)
 - Others as required.
- 3. Electronics Devices- Contractor shall provide the electronic items as followings: -
 - Reception & waiting. As required
 - Project coordinator/Team Leader Chamber- One High end work station, One Laptop &One Laser Printer
 - Urban Planners Chambers One High end work station, One Laptop & One Laser Printer for each Chamber
 - High end work Stations for Staff- At least 10 Nos.
 - Meeting & Discussion Room Large TV Display not less than -1500mmin Size



- Printing Chamber: -
 - 1 Nos (A-0 Size, Duplex color inkjet plotter).
 - 1 Nos (A-0 Size, Duplex mono inkjet plotter).
 - -1 Nos. MFM
- Additional 2 Laptops for Discussion & Presentations.
- Desired stationary.

4. Internet & software facilities-

- Office should have proper LAN connection among all its equipment, internet capacity of LAN shall be 250 mbps or more as per requirement.
- All software should be licensed from respective OEM's,
- In addition to the above the contractor shall possess Drones, DGPS machines, Computers/Laptops shall be well equipped with latest purchased GIS and other desired software's required for the assigned task and high-speed internet facility within the office.

5. Specifications of IT items/Instruments-

a) Desktop Workstation (5 Nos.)

Processor: Intel Xeon W-2265 12 Core 3.5 GHz Base Frequency 19 MB cache or higher, Chipset: Intel C422 or higher, RAM: 128 GB RAM or higher, SSD:1024 TB SSD or higher, HDD: 2 TB 7200 RPM or higher, OS: Windows 10 Pro 64 Bit, Graphic Card: 64 GB Graphic Card or higher, Monitor: 68-71 cm or higher, Connectivity: LAN, Wi-fi, Keyboard & Mouse: Wireless Keyboard & Mouse, Warranty: 3 Year OEM onsite warranty

b) Desktop All-In-One (5 Nos.)

Processor: 12th Gen Intel® Core™ i7-1255U or higher, RAM: 16 GB RAM or higher, SSD: 512GB or higher, HDD: 1 TB 7200 RPM or higher, OS: Windows 10 Pro 64 Bit, Intel® Iris® Xe Graphics, Display: 23.8" FHD 1920X1080 Non Touch, FHD Camera, UMA, Connectivity: LAN, Wi-fi, Keyboard & Mouse: Wireless Keyboard & Mouse, Warranty: 3 Year OEM onsite warranty

c) Large Wide Format Colour Multifunctional Printer (Printing, Scanning & Copying System) – (1 No.)

Printer Specification: Print Size: A0 (36 inches), Print Resolution: 600X600 dpi, Print Technology: Ink/Toner Based (CMYK), Print Speed: 1 A0 per min, Print Paths: Printer driver, Web Server, USB Print, Post Script: Postscript included, Media Handling: Input: 4 roll feeds with automatic switching, Paper Output: Stacker (100 Sheet Capacity)



Scan Specification: Scan Speed, Colour: up to 3.5 m/min Grayscale: up to 12 m/min, Scan width: A0 (36 inches), Scan/Copy Resolution: 600 x 600 dpi, Scan to Network folder/USB

Copier Specification: Zoom: 1:1, Scale to media size, Scale to standard format, Custom: 10 - 1000 %

General Specification: Memory, 4 GB RAM; 320 GB HDD, Controller: Touchscreen enabled, Connectivity: Ethernet 1000 base T, Warranty: 3 Year OEM onsite warranty

d) A3 Color Laser MFP (Duplex) – (1 No.)

Functions: Print, copy, and scan

Print speed (black and colour): A3: Up to 25 pages per minute (ppm); A4: Up to 50 pages per minute (ppm)

ADF capacity: 250 sheets

Scan speeds (black and colour): Simplex/duplex: up to 120 ipm/240 ipm (colour),

Features: Scan-to-E-mail, network folder, USB

Input Capacity: 1,000 sheet trays for A4, 1,500 sheet tray for A3

Connectivity: 2 Hi-Speed USB 2.0 Host; 1 Hi-Speed USB 2.0 Device; 1 Gigabit

Ethernet 10/100/1000T network

Warranty: 3 Year OEM onsite warranty

A3 Mono Laser MFP (Duplex) – (1 No.)

Functions: Print, copy, and scan

Print speed (black): Up to 40 ppm (black)

ADF capacity: 100 sheets

Scan Speed (Normal, A4): Up to 50 ppm (black and white), up to 30 ppm

(colour), Duplex: Up to 20 ipm (black and white), up to 15 ipm (colour)

Features: Scan-to-E-mail, network folder, USB

Input Capacity: 100, Multi-Purpose, 500 sheet trays for A3

Connectivity: 2 Hi-Speed USB 2.0 Host; 1 Hi-Speed USB 2.0 Device; 1 Gigabit

Ethernet 10/100/1000T network



Warranty: 3 Year OEM onsite warranty

Kindly Add UPS Power supply, Local Area Network, Internet Connectivity

Note:-

- Mobilization Advance upto Rs. 25.0 Lacs fully secured by Bank Guarantee will be released after setting up of resources as mentioned above, the documents needs to be furnished to client for verification of resource management shall be as below:-
 - Lease Deed or Rent Agreement for Office Space.
 - Purchase slips of GIS & other software.
 - Latest photos of office.
- The client may ask to station Human Resources at the client's office on need basis or as required without any extra cost for preparation of Master Development Plan.
- Mobilization Advance shall be recovered from the 1st Bill payment & BG provided against the same will be released.

The scope of work for preparation of Master Development Plan-2047 and Detail Zonal Development Plans for Jaipur region is bifurcated, but not limited to, following stages:

STAGE I-PROCUREMENT OF SATELLITE IMAGERY, DRONE SURVEY, COLLECTION OF DATA & COMMITMENTS, GROUND VERIFICATION AND CREATION OF DATABASE.

1. Satellite Data, Drone Survey creation of Spatial Attributes:

- 1.1 **Procurement of Satellite Data:** The Contractor will procure latest high-resolution satellite imagery from NRSC/ other agencies for entire notified Jaipur Region and 5 km beyond the notified Jaipur region, on behalf of the client. The **cost of satellite imagery will be borne by the client** separately and the Contractor will provide all hand holding support with the requisite paperwork & formalities. The boundary & Area of Interest for satellite imagery is to be finalized after discussion with the Director (Town Planning), JDA, Jaipur.
- 1.2 **Drone Survey:** The Contractor shall identify, locate DGPS based physical Ground Control Points in sufficient nos. (Ground control points should not be 300-500 mt. away from each other) in the identified area of interest& accordingly carry out very high resolution ortho rectified Drone Survey with imagery resolution of 05 cm or better. The approximate Area of Interest of the Master Development Plan-2047 work shall be 4000 sq.km. (May vary +5% to -5%) out of which drone survey shall



be around 2500 Sq.km and the boundaries of the area of interest for drone survey will be finalized in consultation with the Director (Town Planning), JDA, Jaipur. The cost of drone survey shall be borne by the Contractor.

- 1.3 Master Plan Cell of JDA has created many shape files which are regularly maintained and updated. contractor has to create environment to publish these shapefiles on JDA ArcGIS Server hosted on JDA server. The contractor shall be required to create an environment where the stakeholders can push the shape files available with them.
- 1.4 Apart from this the new shape files generated in proposed master plan will also be required to made available on this web enable GIS Portal so that it is accessible to the stockholders. The provision of viewing shape file on query basis is also required so that existing masterplan and proposed masterplan can be viewed.
- 1.5 The Contractor shall submit all data i.e. charts, documents, files, photographs etc. both in soft as well as in hard copy (at least 20 sets) created at this stage to the client.

2. Data Collection and Creation of Database:

- 2.1 Collection of all primary and secondary data (for entire Jaipur region) relevant in formulation of Master Development Plan shall be responsibility of the Contractor. All expenses in this regard will be borne by the contractor (if any).
- 2.2 The Contractor shall provide necessary value addition to the procured satellite imagery and drone survey imagery data by creating Spatial Attribute data on GIS platform.
- The client i.e. Jaipur development Authority, Jaipur has over the years 2.3 accumulated GIS based data and reports that will be useful in preparation of Master Development Plan-2047. The client will share the data with the contractor. The contractor shall update and fill in the gaps by collecting & compiling the additional data from various sources required for preparation of Master Development Plan-2047 as per the terms of reference in the bid document. The 'Data Collection Team' of the Contractor shall be stationed at the client's office and shall collect, digitize, mark, superimpose & update the data, commitments/projects ofJDA from various departments/sections/cells/subordinate offices of the client on GIS platform. The data available with the client includes: -
 - Master Development Plan-2011 and its reports



- Master development Plan- 2025 and its reports
- Zonal Development Plans
- Sector Road Network Plans
- Commitments done by the Jaipur Development Authority including Approved Private Developer Schemes, JDA schemes, Schemes under CMJAY-15, single Patta, Building Permission issued by JDA.
- Special Area plans of Heritage city, Green City and Shivdaspura, etc proposed in MDP-2025, SEZ & Ring Road transport corridor.
- Zonal Master Plan of Nahargarh Eco-Sensitive Zone prepared by MNIT, Jaipur
- Studies conducted by and for JDA.
- Information related to physical Infrastructure projects developed by JDA such as ROB, flyovers, elevated roads, Dravyawati River, etc
- Decisions of the various statutory committees of the JDA.
- 2.4 The Contractor shall collect all approved and in-process commitments from the Jaipur Development Authority, Jaipur Nagar Nigam (Greater), Jaipur Nagar Nigam (Heritage), Rajasthan Housing Board, RIICO, District Collector and all ULB's of Jaipur region including their subordinate/ zonal offices of Jaipur Region and shall digitize and superimpose them on GIS platform.
- 2.5 The Contractor shall visit & collect data from various State Government Departments and agencies such as, but not limited to, Urban Development and Housing Deptt., Local Self Government Deptt., Rajasthan Housing Board, Forest Department, Irrigation Department, PWD, PHED, Mining Deptt., Industries Department, Revenue Department, Settlement Department, Tourism Deptt., Industry Deptt., Education Deptt., Medical Deptt., Jaipur Smart City Ltd., RIICO, NCR Planning Cell Rajasthan, JMRC, JVVNL, Water Resource Deptt., Panchayati Raj Deptt, Agriculture Deptt. and other state departments & agencies regarding completed, under construction and in-process projects; and future development plans / proposals prepared by respective department/agency which are relevant in formulation of Master Development Plan.
- 2.6 The Contractor shall visit & collect data from various Centre Government Departments and agencies such as, but not limited to, Ministry of Housing and Urban Affairs (MoHUA), Ministry of Defense, Ministry of Railway, Ministry



of Education, Ministry of Health and Family Welfare, Survey of India, CPWD, Department of Archeology, Ministry of Civil Aviation, and National Agencies such as PGCI, Oil & Gas distribution companies, NHAI, National Capital Regional Planning Board (NCRPB) & the Town and Country Planning Organization (TCPO) etc. & other center departments and agencies regarding completed, under construction and in-process projects; and future development plans / proposals prepared by respective department/agency which are relevant in formulation of Master Development Plan.

- 2.7 The Contractor shall collect latest/updated Revenue Maps (khasra maps) of villages along with latest Jamabandi's from the concerned departments on his own expenses (if any) superimpose, geo-rectify and digitize the same on the GIS platform (with village names, Tehsil, ILR circle, Patwar Circle and area as per revenue record) as per existing ground reality obtained from site using DGPS of the region. Revenue Maps (khasramaps)must be accurately superimposed on the GIS platform.
- 2.8 The Contractor shall integrate data base collected from all concerned department/ agencies, data provided by the Authority, Satellite Imagery/Drone Imagery and its digitized data and Revenue maps (khasramaps) on GIS platform for preparation of Base Map.
- 2.9 The contractor shall conduct property level survey, ground verification and collect primary and secondary data required in formulation of Master Development Plan-2047& create Vector Layers (Vector layers & shape files shall be as per guidelines issued by MoHUA for formulation of GIS based Master plan under AMRUT, Design & Standards for Application of Drone/UAV Technology issued in October 2020 by TCPO under MoHUA & URDPFI guidelines) polygons or database along with detailed attributes on GIS platform as per existing ground reality obtained from site using DGPS of the region, geo reference & superimpose on digitalized and geo rectified khasra maps (Created as per existing ground reality, obtained from site using DGPS of the region) & base imagery, such as but not limited to, following:-
 - (i) Introduction, general data regarding the district, Jaipur region, city & satellite towns;
 - (ii) Historical Background;
 - (iii) Location & Regional and physical Setting;



- (iv) Physiography & linkages;
- (v) Spatial growth of the Jaipur Region;
- (vi) Climate;
- (vii) Demographic data& trends including population (urban/ rural, ward-wise, sector plan-wise, zonal plan wise, male & female), literacy rate, growth of population, workers and non-workers, occupational structure, age-wise, occupation-wise, etc. shall be collected as previous and current Primary Census Abstract Data, Economic Census Data, Housing Data and other related reports of the State and the central government;
- (viii) Land use, geo-location & boundaries, number of inhabitants/workers/commuters/users of all facilities in the Jaipur region;
- (ix) Industries with category;
- (x) Employment Data and it's spatial attributes;
- (xi) Commercial activities including retail and wholesale business, service sector, SEZ, offices, district centers, warehousing and godowns, guest houses, hotels, resorts, mandis, rural markets, financial institutions etc.
- (xii) Government and semi-government offices and government reserved areas.
- (xiii) Educational facilities (Govt. /Private) including universities, colleges (engineering, medical, arts, science, commerce, law, etc.), schools (higher secondary, secondary, middle, primary, nursery, etc.) vocational training centers, etc.
- (xiv) Medical facilities (Govt. /Private) including hospitals, dispensaries, primary health centers, veterinary, ayurvedic, homeopathic, etc.
- (xv) Social, cultural and other religious premises;
- (xvi) Other community facilities such as public gathering grounds, Marriage Gardens/Halls, Public libraries including cremation and burial grounds;
- (xvii) Physical infrastructure electricity, water supply, sewerage, solid waste management, telephone, etc.
- (xviii) Recreational facilities including parks, open spaces, mela grounds and playgrounds, semi-public recreation, etc.
- (xix) Agricultural use including dairies, orchards, nurseries, poultry farms etc.
- (xx) Transportation & Circulation facilities including airport/railway stations and yards, railway lines along with railway boundary, roads with median



&major structures such as round abouts, statues, milk booth etc., transport terminals, stands for buses and trucks, Metro, BRTS, Elevated roads, flyovers, under-passes parking lots, Journey to work Data ,Commuter Data, Vehicle Ownership Data, Walk to School Data, & other relevant data etc.

- (xxi) Bids/ commitments by Central/ State Government, concerned Local Body, Authority, etc.
- (xxii) Location& detailed maps and attributes of the regularized colonies, approved schemes, single Patta schemes on the development plan with the area, year of regularization.
- (xxiii) Unapproved & un-regularized schemes, slums areas.
- (xxiv) All vacant lands under government ownership (non-built)
- (xxv) All forest lands, reserved forest & protected area.
- (xxvi) Places of tourist and heritage importance both natural and manmade including natural areas, fairs and festivals, etc.
- (xxvii) Legislative and Institutional Framework, Institutional Structure Municipal Bodies, Development Authority, etc.
- (xxviii) Contour mapping and identification of geographical features such as hills, drains, rivers, nalas, waterbodies.
- (xxix) Such other layers/data prescribed in the Jaipur Development Act-1982, Rajasthan Municipalities Act-2009, AMRUT Guidelines, URDPFI Guidelines;
- (xxx) Such other relevant data as may be required by the client.
- 2.10 The Contractor shall identify the gaps in terms of information needed for formulation of Master Development Plan & Detail Zonal Development Plans, along with the approach and methods to overcome such deficiency/gaps and accordingly fulfill the deficiency/gaps.
- 2.11 The Contractor shall depute/station a 'Data Collection Team' with at-least 02 supervisor and at-least 06 dedicated staff for collection of various data from the Authority.
- 2.12 The new shape file generated for proposed Master Development Plan & Detail Zonal Development Plans, at this stage will be required to made available on the web enable GIS Portal so that it is accessible to the stockholders. The provision of viewing shape file on query basis is also required so that existing



- masterplan and proposed masterplan can be viewed.
- 2.13 The Contractor shall submit all data i.e. charts, documents, files, photographs etc. both in soft as well as in hard copy (at least 20 sets) created at this stage to the client.

STAGE II -EXISTING SITUATION ANALYSIS REPORT, PREPARATION OF DRAFT BASE MAP & EXISTING LAND-USE PLAN AND FINALISATION OF DETAILED BASE MAP AND EXISTING LAND-USE PLAN

1. Existing situation analysis report and assessment of implementation of existing Master Plan:

- 1.1 Authority has over the years implemented the Master Development Plan 2025. It is of utmost importance that the current development be analyzed and assessed as per current and future trends and scenario. The Contractor shall assess and analyze all spatial and attribute data, regarding existing conditions in the notified area of Jaipur region.
- 1.2 The Contractor shall comprehensively assess and analyze the existing situation and identify the general trends of socio-economic development at the city and regional level. The Contractor shall assess the available data in terms of quantity, quality and its adequacy for the purpose of the preparation of the Master Development Plan & Detail Zonal Development Plans.
- 1.3 The Contractor shall comprehensively assess and analyze the collected data covering, but not limited to, the following areas:
 - (i) The Contractor shall review the Master Plan and Master Development Plan
 & Detailed Zonal Development Plans with the existing development.
 - (ii) The Contractor shall undertake a review of the previously approved Master Plans of Jaipur i.e. Master Plan 1971-1991(extended upto 1998), Master Plan- 2011(1998-2011) and existing Master Development Plan-2025 (2011-2025), Zonal Development Plans, Sector Plans, development guidelines and policies of JDA, UDH department.
 - (iii) The Contractor shall review, analyze and mark out the deviations from the existing Master Development Plan-2025 & Detail Zonal Development Plans.
 - (iv) Feasibility study of the existing and Master Plan of 2025 and Zonal Development Plans of Jaipur Region shall be reviewed.



- (v) Built-up environment and existing land-use.
- (vi) Physical infrastructure data including water supply and networks, Electricity supply and network, sewerage system, telecommunication, solid waste treatment facilities.
- (vii) Social infrastructure data including hierarchy of educational, health and other community facilities, their distribution and accessibility.
- (viii) Estimate the population and activity level that can be supported in relation to levels of urban development (Density, location, land-uses, scale, etc.).
- (ix) Socio-economic data including economic base characteristics of various economic sectors, employment, population and demographic characteristics, industrial base, prevalent sectors and output, etc.
- (x) Environment and Natural Resources including forests, rivers, lakes and other water resources, environment and protected areas, natural drainage areas and flooding areas, ravines, sanctuaries/biodiversity areas, mining and quarrying, high value natural scenic sites including the heritage areas etc. related to the environmental concerns.
- (xi) Physiographic and geology including climate, winds, topography, geology, natural risk sites etc.
- (xii) Human settlement hierarchy, function and distribution including urban and rural settlements/habitats.
- (xiii) Transportation infrastructure including road based, rail based, waterways and air transport and networks.
- (xiv) Projects under implementation including the inventory of all infrastructure, housing, industrial and real estate projects.
- (xv) Review and assessment of land owned & acquired by Authority in the notified region and recommend suitable Bid.
- (xvi) The Contractor must estimate the existing population of Jaipur city, towns in the region and the Jaipur region as a whole and propose projected population for the Jaipur region.
- 1.4 Based on the Demographic data the Contractor, in consultation with the client, shall propose a projected population for the Jaipur Region and each planning Zone. Based on the projected population the Contractor in consultation with the client, must identify the new Region Boundary and revenue villages to be added/subtracted from the existing notified region boundary.



- 1.5 The Contractor shall study and review the implications of the decisions of Hon'ble High Court of Rajasthan in DB Civil Writ 1554/2004 Gulab Kothari vs State of Rajasthan and pending plea in Hon'ble Supreme Court of India in the matter.
- 1.6 The Contractor shall assess and analyze existing development plans, projects, guidelines and policies of various State Government Departments such as but not limited to Urban Development and Housing Deptt., Local Self Government Deptt., Rajasthan Housing Board, Forest Department, Irrigation Department, PWD, PHED, Mining Deptt., Industries Department, Revenue Department, Settlement Department, Tourism Deptt., Industry Deptt., Education Deptt., Medical Deptt., Jaipur Smart City Ltd., RIICO, NCR Planning Cell Rajasthan, JMRC, JVVNL, Water Resource Deptt., Panchayati Raj Deptt, Agriculture Deptt. and other state departments & agencies and Centre Government Departments and agencies such as, but not limited to, Ministry of Housing and Urban Affairs (MoHUA), Ministry of Defense, Ministry of Railway, Ministry of Education, Ministry of Health and Family Welfare, Survey of India, CPWD, Department of Archeology, Ministry of Civil Aviation, and National Agencies such as PGCI, Oil & Gas distribution companies, NHAI, National Capital Regional Planning Board (NCRPB) & the Town and Country Planning Organization (TCPO) etc. & other center departments and agencies relevant in formulation of Master Development Plan.

2. <u>Preparation of draft base map & existing land-use plan and finalization of detailed</u> base map and existing land-use plan:

- 2.1 Based on the data collected and analysis of the existing situation done, the Contractor shall prepare and submit the Base Map, Existing Land Use Plan and Existing Situation Analysis Report, Deviation Report and Feasibility Report to the client at Zonal Level, City Level & Regional Level.
- 2.2 The client can instruct the Contractor to revise plan(s) and/or reports(s), any number of times, till the client is satisfied with the quality, detail and accuracy of the work.
- 2.3 The new shape file generated for proposed Master Plan & Zonal Development Plans, at this stage will be required to made available on the web enable GIS Portal so that it is accessible to the stockholders. The provision of viewing shape file on query basis is also required so that existing Master Plan and proposed Master Plan



can be viewed.

2.4 The Contractor shall submit all data i.e. charts, documents, files, photographs etc. both in soft as well as in hard copy (At least 20 sets) created at this stage to the client.

STAGE III – VISIONDOCUMENT, STRATEGY FORMULATION, PLANNING FOR HOLISTIC DEVELOPMENT & STAKEHOLDER CONSULTATIONS

- 1. Based on the detailed study & analysis of the existing development and current trends of development, carried out during the earlier stages, the Contractor shall examine opportunities & potential sectors for improved services/ resources/ facilities/ socioeconomic growth/ housing etc. to develop a vision for the city outlining the long-term goals and aspirations for the city and strategies to achieve these goals and objectives. The vision document should provide an overview of where the city will stand in the near future in terms of spatial growth, economic growth, sustainability, inclusiveness & holistic development.
- 2. Based on the detailed analysis and vision the contractor shall formulate strategies to achieve the goals and objectives of Master development plan. The applicability and feasibility of the best planning strategies should be studied and proposals in this regard shall be developed by the Contractor. Some planning strategies proposed to be incorporated in the Master Development Plan are, but not limited to, Mixed Use Development, Sector Commercial Policy (Jaipur specific), Transit Oriented Development, Heritage Area Development, TDR, Sustainable Development, Vertical/ Highrise Development, Green City, Livable City, Smart City, Slum Policy, State Industrial Policy, Tourism Policy, IT policy, Housing Policy, Public/ Private Investment Policy etc.
- 3. The Contractor shall evolve 2-3 strategies and shall prepare a document containing approaches and strategies for the preparation of master development plan based on the vision for the city. The document will contain all relevant topics related to preparation of master development plan including, but not limited to, the following:
 - (i) Analysis of existing developments, existing road network, master/zonal/sector road network plan to come up with a new road network plan that minimally disturbs the existing settlements/built-up.
 - (ii) Commitments don by JDA, Nagar Nigam, RHB, RIICO etc.
 - (iii) Make a realistic demand assessment on key economic activities and



- employment opportunities—Demand Assessment to analyze future development prospects, identify target sectors/markets based on the competitive and comparative advantage to enhance the pace of economic development, and ensure balanced development
- (iv) The vision of the regional/City spatial structure and the likely scale of development in the context of demographic trends.
- (v) The implications of distribution of population & activities and on the landuse and environment.
- (vi) The role and feasibility of developing Economic growth centers that can attract inward investment, foreign investments, generates employment and are efficient and promotes sustainability and balanced growth.
- (vii) The holding capacities of various environmental factors to be assessed for sustainable development,
- (viii) Identification of key commercially viable infrastructure /real estate projects that can be taken by the Authority or other government agencies.
- (ix) Regional and Urban Infrastructure in terms of transport, water supply, power and communication, urban environment quality including urban forestry, waste management and flood control.
- (x) The maintenance and enhancing of the quality and diversity of natural and cultural heritage.
- (xi) Strategically identify Industrial use for each sector in which the local area holds clear advantage and developing the estimate for the likely space demand from the identified target industries.
- (xii) Analysis of current Housing &Demographic Data, projection and estimation of future demand of housing and other physical and social infrastructure.
- (xiii) General Land use plan/zoning covering the whole area of Jaipur region and defining clearly all types of land uses across all hierarchies.
- (xiv) Density, infrastructure and service level norms.
- (xv) Transportation& logistics Model.
- (xvi) With inputs from transportation model, and other key parameters evaluate all 2-3 alternative scenarios and finally chose preferred alternative.
- (xvii) Transportation Plan-structure plan for road network with hierarchy of roads, metro (MRTS) and rail network.



- (xviii) High Rise Zone for Compact development of the city.
- (xix) Sector-level transport strategies along with transit related initiatives with their impact.
- (xx) Major resources and distribution system of water, power, sewerage disposal system. Trunk level water supply, sewerage, Drainage and Power system.
- (xxi) Social Infrastructure including health, education, recreation, sports, etc.
- (xxii) Solid waste and wastewater treatment facilities.
- (xxiii) Heritage Conservation system.
- (xxiv) ESZ &Environmental conservation system.
- (xxv) Conservation of ecosystem and water bodies and action plans for water harvesting.
- (xxvi) such other information as may be required by the client for preparation of Master Development Plan-2047 & Detail Zonal Development Plans.
- 4. The contractor shall examine and prepare a SWOT (Strength, Weakness, Opportunities & Threats) analysis of the proposed 2-3 alternative scenarios and in consultation with the client shall finally choose preferred alternative. Upon approval of the preferred strategy, the Contractor shall formulate the final spatial strategy and the resultant preliminary land use plan. The preliminary land use plan shall be prepared to the detailed level for each zone and by incorporating all comments and feedback from the client in accordance with the provisions of URDPFI Guidelines, AMRUT guidelines and Jaipur Development Authority Act-1982 and Rajasthan Municipalities Act-2009, guidelines, various notifications, orders/ circulars issued by the State Government/ Town Planning Department/Central Government for preparation of Master Development Plan & Zonal Development Plans.

5. Stakeholder Consultations: -

- (i) The Master Development Plan shall adopt participatory approach by conducting interactive sessions. Therefore, the Contractor shall devise effective strategy to conduct consultation with various stakeholders including administrative bodies, civil society of both urban and rural areas, elected representatives, academicians, government and non-governmental organizations, communities, industrialists, traders, etc.
- (ii) The Contractor shall prepare, present and explain through PPT's, charts, short notes, documents, booklets to various stake-holders about the vision,



- strategies proposed and major ideas for the preparation of Master Development Plan & Detail Zonal Development Plans.
- (iii) The Contractor shall organize at least 01 meeting in each administrative zone (currently there are 18 administrative zones), at least 01 at each ULB in the Jaipur region and at least 05 meetings at city level. The Contractor shall also bear the cost of organizing meetings, workshops at authority/ULBs/wards/villages etc. The client may require the contractor to organize additional number of stakeholder consultation meetings, if needed.
- (iv) The Contractor, in consultation and under directions of the client, will incorporate the relevant suggestions provided by the stakeholders.
- 6. The client can instruct the Contractor to revise the above documents any number of times, till the client is satisfied with the quality, detail and accuracy of the work.
- 7. The new shape file generated for proposed Master Plan & Zonal Development Plans, at this stage will be required to made available on the web enable GIS Portal so that it is accessible to the stockholders. The provision of viewing shape file on query basis is also required so that existing Master Plan and proposed Master Plan can be viewed.
- 8. The Contractor shall submit all data i.e. charts, documents, files, photographs etc. both in soft as well as in hard copy (At least 20 sets) created at this stage to the client.

STAGE IV – PREPARATION AND APPROVAL OF DRAFT MASTER DEVELOPMENT PLAN – 2047 & ZONAL DEVELOPMENT PLANS

- Based on the Collected Data, Vision, Strategy, Analysis and Stakeholder Consultation
 the Contractor shall prepare the draft of the Master Development Plan 2047& Zonal
 Development Plans of all demarcated Zones.
- 2. The Master Development Plan 2047 shall include, but not limited to:
 - 2.1 Documents, reports along with plans:
 - 2.1.1 Regional Plan
 - 2.1.2 Perspective Plan (along with review framework at every 05 years).
 - 2.1.3 Master Development Plan
 - 2.1.4 Zonal Development Plans of All demarcated Zones
 - 2.1.5 Transportation & Mobility Plan
 - 2.1.6 Special Areas Development Plan(s)



- 2.1.7 Development Control and Zoning Development guidelines
- 2.1.8 Urban Design Guidelines and Framework
- 2.2 The broad structure and other Documents, reports along with plans shall include but not limited to the following:
 - 2.2.1 Historical evolution
 - 2.2.2 Physiography
 - 2.2.3 Projection of requirements and assessment of deficiencies
 - 2.2.4 Establishment of development aims and objectives
 - 2.2.5 Consultation with Public, Private, Co-operative Sectors and all other Stakeholders
 - 2.2.6 Surveys and Studies of existing-conditions, major problems and development issues
 - 2.2.7 Development Policies and Proposals
 - 2.2.8 Resource Mobilization Proposals
 - 2.2.9 Phasing and Implementation
 - 2.2.10 Monitoring and evaluation.
 - 2.2.11 Transportation Plan, Road Network plan, highlighting the traffic projections for the year 2047, hierarchy of roads and public transportation plan;
 - 2.2.12 Strategic Environmental Action Plan
 - 2.2.13 Heritage Plan
 - 2.2.14 Tourism plan
 - 2.2.15 Physical Infrastructure Plan with demand and supply assessment, capacity estimations and network plan of water, power, sewer, waste management, medical facilities, security and safety facilities, education facilities etc.;
 - 2.2.16 Industrial Development Plan
 - 2.2.17 Plan for affordable housing as indicated in various government guidelines.
 - 2.2.18 Financial Resource Mobilization Plan/Capital Investment Plan
 - 2.2.19 Disaster Management Plan
 - 2.2.20 Integration plan with the Smart City Project, Walled City Heritage Plan, Nahargarh ESZ Zonal Master Plan and Other Plans & Projects.
- 2.3 The maps and Diagram sshall include but not limited to the following:



- 2.3.1 Regional Setting maps
- 2.3.2 Broad Hinter-Land Map showing existing as well as proposed Mega Projects, activities having direct or indirect impact on the City/Jaipur Region
- 2.3.3 Map showing Urban Sprawl
- 2.3.4 Contour Map of the Development Area and the region
- 2.3.5 Base Map and Existing Land Use Map
- 2.3.6 Historical evolution maps
- 2.3.7 Demography and settlement pattern maps
- 2.3.8 Social Infrastructure (Education, Health, etc.,)
- 2.3.9 Physical Infrastructure (Public Utilities)
- 2.3.10 Environmental maps
- 2.3.11 Tourism maps
- 2.3.12 Industry aspect maps
- 2.3.13 Housing and slums maps
- 2.3.14 Urban design (path, nodes, landmarks, edges, districts) and heritage maps
- 2.3.15 Map Showing Density Pattern
- 2.3.16 Map Showing Govt.'s, Semi-Govt.' ongoing and proposed Schemes.
- 2.3.17 Ground Water Status: Mapping of Quantity & Quality
- 2.3.18 Map of Water Supply network including water reservoirs (existing and proposed)
- 2.3.19 Map of Gas Pipe-lines (including underground Pipe-lines)
- 2.3.20 Map of Electric transmission lines with transformers (existing and proposed)
- 2.3.21 Map of Sewerage system (existing and proposed)
- 2.3.22 Circulation Network and Hierarchy of Roads network up to 9.00 mts wide road including all village/link roads (existing and proposed)
- 2.3.23 Drainage Plan/ Storm Water Mains (existing and proposed)
- 2.3.24 Urban Growth Trends: Direction of Growth & Potential of Development
- 2.3.25 Traffic & Transportation Maps (Existing and Projected)
- 2.3.26 Map of all Informal sector commercial activities (Existing



- &Projected)
- 2.3.27 Map of Slum areas (if any) with rehabilitation plan
- 2.3.28 Map showing Major Problems of the City/Jaipur Region
- 2.3.29 Map showing areas earmarked for re-development
- 2.3.30 Map indicating Disaster prone areas and Disaster management plan of the City/Jaipur Region
- 2.3.31 Key Map-Policy Proposals and Development Strategy
- 2.3.32 Conceptual Plan of the Jaipur Region
- 2.3.33 Proposed Land Use Map
- 2.3.34 Hierarchy & Distribution of Parks, Open Spaces/Green Cover
- 2.3.35 Hierarchy and Distribution of Community Facilities and Services
- 2.3.36 Rain Water Harvesting, i.e., conservation of ponds/ water bodies and recharging of groundwater
- 2.3.37 Delineation of Zones
- 2.3.38 Phasing of Development Proposals
- 2.3.39 All other plans, as required by the client.

Note: The above list of maps and diagrams is illustrative. The Contractor may be required to develop additional Maps and Diagrams to illustrate various surveys, studies and proposals.

2.4 The broad form and contents of the Master Development Plan & Zonal Development Plans shall include, but not limited to, the following: -

2.4.1 Existing Structure: -

- (i) City/region's location and regional setting, linkages and relationship with hinterland
- (ii) Planning Area-notification and extent
- (iii) Settlement (urban and rural) pattern within Planning Area
- (iv) Historical evolution of the city/region
- (v) Physical features including hydro geomorphology and climate
- (vi) Existing land use
- (vii) Built-up area-extent and character
- (viii) Major problems e.g., mixed and non-conforming land uses, traffic and transportation, environmental problems, disaster-prone areas, etc.
- (ix) Physical expansion trends and potentials of development
- (x) Major development issues



(xi) Major ongoing or proposed Govt./ Public/Private projects/Policies in the region and their impact on the development area.

2.4.2 Estimates/projections for: -

- (i) Population
- (ii) Housing
- (iii) Household Size
- (iv) Density Pattern
- (v) Transportation & logistics
- (vi) Public & Private Transport
- (vii) Work Force& Employment
- (viii) Occupational Structure
- (ix) Public & Private Investment

2.4.3 Community Facilities and Services:

- (i) Educational
- (ii) Medical and Health
- (iii) Other Community Facilities and Services (e.g., Post & Telegraph, Police Station, Fire Station, Community Centres, etc.)

2.4.4 Public Utilities:

- (i) Water Supply
- (ii) Sewerage
- (iii) Drainage
- (iv) Solid Waste Management
- (v) Power Supply
- (vi) PNG household supply
- (vii) Communications

2.4.5 Development of land under various uses (in terms of area and percentage):

- i. Urban Area (U1)
 - 1. Residential
 - 2. Commercial (District Center/Sub City Center/Wholesale Commercial)
 - 3. Mixed Use
 - 4. Multi-functional Zone



- 5. High rise zone
- 6. Offices
- 7. Industrial
- 8. Government reserved areas
- 9. Public and Semi-public (Institutional, Medical, Public Utility)
- 10. Recreational (Regional Park, District Park and other Recreational)
- 11. Tourism Facility Zone
- 12. Water Bodies, Natural Drainage, etc.
- 13. Circulation
- ii. Urban Area (U2)
 - 1. Low Intensity Zone
 - 2. High Intensity Zone
- iii. Transit Corridor Development (U3)
 - 1. Low Intensity Zone
 - 2. High Intensity Zone
- iv. Ecological Zone G1, G2 and Ecological Area
- v. Rural Area
- vi. U-1/U-2/U-3 or as proposed in an alternate strategy
- vii. Other uses/proposals as per the suggestions of the client and/or contractor

2.4.6 Population and Demography

- (i) Existing total at base date for the city/region and whole Planning Area
- (ii) Growth trends for the past 25 years
- (iii) Existing composition by age, sex, literacy & household size
- (iv) Existing composition on the basis of economic status (urban poor's)
- (v) Recent trends through natural increase and migration
- (vi) Existing density pattern within City/Jaipur Region
- (vii) Future estimates for significant stages (05 years interval)
- (viii) Future density and its distribution

2.4.7 Economic Base and Employment

- (i) Work Force Participation
- (ii) Existing occupational structure
- (iii) Recent trends of employment



- (iv) Informal Sector employment & management
- (v) Future occupational structure at significant stages
- (vi) Regional Economic Development trends
- (vii) Emerging &declining economic activities
- (viii) Potential economic sectors
- (ix) Private Investment opportunities.
- (x) Economic Development Policy & guidelines.

2.4.8 Financial Resources/Resource Mobilization for Implementation

- (i) Contractor shall suggest strategies for Resource Mobilization;
- (ii) Capital investment programme of govt. agencies involved in the planning, development and maintenance estimate at significant stages (for specific schemes, infrastructure development, etc.)
- (iii) Action Plan for acquisition/assembly of land with 05 year phasing.

2.4.9 Housing

- (i) Analysis of existing situation by size, condition (may be used in disaster mapping of the city/region) and adequacy
- (ii) Contribution of Public, Private, Co-operative sectors and self-help housing
- (iii) Recent trends in housing e.g., vertical development, use of costeffective building materials and construction techniques.
- (iv) Housing demand assessment for significant stages by type and size
- (v) Review of current housing stocks, new households, type of structure
- (vi) Housing policies and projections, report on housing, studies on housing trends, slums, homeless, unauthorized, colonies will be collected from premier housing institution dealing in housing stock
- (vii) Alternative policies evaluation in relation to: -
 - Development agencies
 - Financial agencies
 - Data collection from financial agencies such as HUDCO and other financial institution
 - Decreased density within the built-up area (if any) and increased density in new areas
 - Densification of existing developed area



- Redevelopment of core areas
- Improvement/re-development/regularization of existing housing stock
- (viii) Distribution of new development within city/region in relation to public transport and work centers.
- (ix) Phasing and Implementation (5 years interval)

2.4.10 Slum Redevelopment or Relocation

- (i) Identification of slum area (Notified or non- notified)
- (ii) Analysis of problems, shortfall of facilities, population, floor areas per habitant, literacy, employment etc.
- (iii) Study & analysis of Slum Development Policy-2012
- (iv) Analysis &Study of applicability of Models such as In-situ relocation of Slum Development Policy-2012
- (v) Identification, suitable land proposals for relocation with respect to various need of habitants i.e employment, floor space, transportation, public facilities &utilities open/green areas.
- (vi) Strategy/ Policy for re-location & re-development of slums.
- (vii) BSUP Charges utilization strategy.

2.4.11 Area Redevelopment

- (i) Identification of areas for redevelopment.
- (ii) Identification of Old/Unutilized Buildings for Redevelopment.
- (iii) Strategy/Policy/Modal for Re-development based on best practice in India or abroad.

2.4.12 Traffic and transportation

- (i) Traffic volume, composition of traffic, identification of bottlenecks;
- (ii) Facilities for modal interchange
- (iii) Terminal facilities for bus and truck
- (iv) Location of subways, flyovers, ring roads/ bypass etc.
- (v) Pedestrian movement areas
- (vi) Phasing and Implementation (05-year programs for acquisition of land, infrastructure development, development of parks, construction and provision of community facilities and services, etc.)
- (vii) Proposals for the transportation system with related policies:



- (viii) Analysis of existing network (roads, railway, airport, water), modal split, pattern of travel and critical factors e.g.:
- (ix) Relationship between living and work areas
- (x) Problems of central and core areas
- (xi) Trunk network and hierarchy
- (xii) Parking problems including terminal facilities
- (xiii) Impact on environment
- (xiv) Existing and proposed network outside the development area which may affect the internal traffic pattern of the development area
- (xv) Traffic Flows: People and goods
- (xvi) Trends in Public and Private transport
- (xvii) Distribution of parking areas
- (xviii) Mass transport (with worldwide accepted and implemented alternative technologies)
- (xix) Relative proportions of public-private transport
- (xx) Improvement of junctions
- (xxi) Traffic regulations and general policy for management
- (xxii) Phasing and Implementation (5 year interval)

2.4.13 Industry

- (i) Analysis of existing situation, e.g.
 - a. Type and scale of Industries:
 - Service Industry,
 - Light and Medium Industry,
 - Extensive and Heavy Industry,
 - Noxious and Hazardous Industry.
 - b. Location analysis
 - c. Impact on environment
- (ii) Recent trends e.g., expansion, closure, conversion to other uses
- (iii) Future estimates and land requirements
- (iv) Policy in relation to:
 - a. Spot-zoning
 - b. Continuation of non-conforming uses
 - c. Relocation of incompatible industry



- d. Development of Special Economic Zone (SEZ)
- e. Redevelopment of sick and defunct industries
- (v) Proposed distributional pattern within city/region
- (vi) Phasing and Implementation (5 year interval)

2.4.14 Commerce

- (i) Analysis of existing situation e.g.:
 - a. Distribution and accessibility of commercial centers
 - b. Floor space by trade and commercial centers
- (ii) Recent trends e.g.-shopping malls, mobile shops, bazar- streets, etc.
- (iii) General policy e.g.;
 - a. Establish hierarchy of centers
 - b. Earmark Bazar Streets
 - c. Provide Informal Shopping
 - d. Relieve congestion in central areas if the city
- (iv) Distribution of shopping areas (retail, wholesale, godowns and warehousing)
- (v) Phasing and Implementation (5-year interval)
- 2.4.15 Public and Semi-public: (Educational, medical and health, sociocultural, religious, Police Stations, Fire Stations, Post and Telegraph, cremation and burial grounds, etc.)
 - (i) Analysis of existing situation e.g.
 - a. Number and distribution
 - b. Plot area and floor area details
 - c. Condition of buildings
 - d. Quality of environment
 - (ii) Recent trends e.g. role of private sector
 - (iii) Government policies for community facilities and services
 - (iv) Quantitative requirement of sites and facilities to be provided at significant stages
 - (v) Distribution within zones and city/region
 - (vi) Phasing and Implementation (5 years interval)
- 2.4.16 Infrastructure plan :(Water Supply, Sewerage, Drainage, Solid Waste Management, Power and Communications)
 - (i) Analysis of existing networks and installations e.g.,



- a. Water-works and reservoirs
- b. Sewerage network and treatment plants
- c. Drainage disposal system (with highest rainwater assessments)
- d. Sanitary land fill sites/ Compost Plants
- e. Power stations and network grid
- f. Gasworks
- (ii) Recent trends, e.g.
 - a. Extension of trunk drainage
 - b. Expansion of city/region sewage disposal capacity
 - c. Augmentation of water sources
 - d. Privatization of infrastructure
 - e. Rehabilitation of infrastructure
- (iii) Commitments, e.g.
 - a. New reservoirs/waterworks
 - b. New sewage treatment plants
 - c. New storm water drains
 - d. New power stations
 - e. General Policy for utility services, e.g.
 - f. Provision of additional networks
 - g. Provision of utility duct
- (iv) Future estimates for quantity services to be provided at significant stages
- (v) Distributional network within region
- (vi) Social infrastructure plan
- (vii) Tourism infrastructure
- (viii) Ongoing / Proposed infrastructure projects
- (ix) Phasing and Implementation (5 years interval)

2.4.17 Tourism plan

- (i) Intrinsic potential for tourism: built, intangible and Natural
- (ii) Drivers for setting up tourism related activities
- (iii) Connectivity and linkages and available public infrastructure
- (iv) Review of global tourism zones & principles to be established for sustainable tourism



- (v) Ongoing and planned government programs and policies
- (vi) Tourism Development Proposals
- (vii) Phasing and Implementation (5 years interval)

2.4.18 Heritage plan

- (i) Intrinsic potential for heritage: built and intangible
- (ii) Identification of Heritage Areas;
- (iii) Conservation and Renovation;
- (iv) Heritage Development Proposals;
- (v) Monitoring framework
- (vi) Phasing and Implementation (5 years interval)

2.4.19 Recreation and Leisure plan

- (i) Analysis of existing situation and potentials, e.g.
 - a. Land
 - b. Parks, Playgrounds, Stadium/Sports Complex
 - c. Lakes/water bodies
 - d. Tourism/pilgrimage areas
 - e. Scenic value areas/other features
- (ii) Recent trends in recreation and leisure
- (iii) General policy for provision of recreational facilities in relation to:
 - a. Existing and projected demand
 - b. Scope for provision by private sector
- (iv) Land requirement or facilities be provided at significant stages, e.g. regional/city parks, playground, stadiums/ sports complex, amusement parks, lakes, swimming pools, water parks, etc.
- (v) Distributional pattern within zones and city/region
- (vi) Phasing and Implementation (5 years interval)

2.4.20 Conservation, Cityscape and Landscape

- (i) Analysis of existing character of urban and rural areas identifying;
 - a. Topographical features, e.g. landscape
 - b. Pattern and form of settlements
 - c. Low land/derelict and
 - d. Historical monuments and archaeological sites
- (ii) Recent trends:
 - a. Adversely affecting the environment e.g. cutting of trees,



- encroachments, impact of traffic, pollution, etc.
- b. Improving the environment e.g. afforestation, reclamation of waste land, declaration of conservation/heritage zones.
- (iii) Policies for conservation planning and development control, e.g.
 - a. Building height, privacy, natural light
 - b. Conservation of features of landscape
 - c. Siting and designing of new development
 - d. Special design standards for conservation areas
 - e. Conservation or improvement in existing development
- (iv) Phasing and Implementation (5 years interval)
- 2.4.21 Compliance of all relevant Central & State Government Policies.
- 2.4.22 Such other layers as per URDPFI & AMRUT guidelines
- 2.4.23 Implementation of MDP-2047 & ZDPs
 - (i) Implementation mechanism for Public & semi- public uses of Master Plan.
 - (ii) Implementation mechanism for proposed infrastructure of Master Plan.
 - (iii) Implementation mechanism for implementation of parks, open spaces, playgrounds of Master Plan.
 - (iv) Monetization strategy/policy of land proposed for public uses.
 - (v) Financial Resource mobilization & revenue generation proposals for implementation of Master plan proposals.
- 2.5 The client can direct the Contractor to prepare additional reports(s) and plan(s) as may be required, in the opinion of the client, for preparation of Master development Plan. The decision of the client in this regard shall final and binding on the Contractor.
- 2.6 The Contractor shall submit the draft of the Master Development Plan-2047 (including all it reports, documents, maps, diagrams charts, etc) to the client for statutory approval.
- 2.7 The client can instruct the Contractor to revise reports(s) and/or plan(s), any no



- of times, till the client is satisfied with the quality and accuracy of the work and till the draft of Master Development Plan-2047 is approved by the statutory authority of the JDA.
- 2.8 Along with draft Master Development Plan-2047, the Contractor shall submit all data including satellite imagery, drone imagery, surveys, analysis, reports, documents, maps, diagrams charts, etc in GIS platform to the Client and . The maps prepared should be in compliance with the National Urban Information System (NUIS) GIS Database structure and state-level RAJDHARAGIS Database platform.
- 2.9 The Contractor shall submit all data including satellite imagery, drone imagery, surveys, analysis, reports, documents, maps, diagrams charts, etcand all digital / spatial database created at every stage of the scope of work for the preparation of master development plan to the client.
- 2.10 The shape file generated for proposed master plan, at this stage will be required to made available on the web enable GIS Portal so that it is accessible to the stockholders. The provision of viewing shape file on query basis is also required so that existing masterplan and proposed masterplan can be viewed.
- 2.11 All data created at every stage of the scope of work for the preparation of Master Development Plan-2047 shall be the property of the client. The Contractor cannot sell/ transfer any data to any other institution/firm/company, individual, etc without the consent of the client. Any data transferred without the consent of the client may lead to termination of the contract, forfeiture of performance security, monetary fine and blacklisting of the contractor.
- 2.12 The Contractor shall provide a team of urban planners & GIS experts involved in the preparation of and are well-versed with the Jaipur Master Development Plan-2047 in the master plan cell of the client. The team shall systematically transfer and provide hand holding support for categorization and cataloging of all the data created during the preparation of the Master Development Plan-2047.

STAGE V –INVITING OBJECTIONS AND SUGGESTIONS UNDER JDA ACTAND FINALISATION OF THE OBJECTIONS AND SUGGESTIONS REPORT

1. After the approval of the Draft Master Development Plan-2047including Zonal Development Plans by the statutory authority of the JDA, the Contractor shall



- facilitate the client in inviting objections and suggestions under JDA Act-1982.
- 2. The Contractor shall get Draft Master Development Plan-2047 & Zonal Development Plans (including all plans, reports and documents) published. The Contractor shall provide 500 hard copies in colour (250 hard copies in Hindi and 250 hard copies in English) and 500 soft copies (CD's in both Hindi & English) of the Draft Master Development Plan-2047 (including all plans/ reports and documents) to the client.
- 3. The Contractor shall provide necessary logistic and technical support for display of Master Development Plan & Zonal Development Plans in the public spaces through appropriate means. The Contractor shall prepare, present and explain through PPT's, charts, short notes, documents, booklets to various stakeholder in English and Hindi language about the Draft Master Development Plan-2047& Zonal Development Plans.
- 4. The Contractor shall organize at-least 01 meeting in each administrative zone (currently there are 18 administrative zones), at least 01 at each ULB in the Jaipur region and at least 05 meetings at city level. The Contractor shall bear the cost of organizing meetings, workshops at authority/ULBs/wards/villages etc. The client may require the contractor to organize additional number of meetings.
- 5. The objections, suggestions and feedback received during discussion shall be compiled, tabulated, scrutinized. The Contractor shall propose strategies to incorporate the received objections and suggestions. The Final decision on objections and suggestions shall be taken by the client. The Contractor in consultation and under directions of the client will incorporate the relevant objections and suggestions.

STAGE VI –FINALIZATION, SUBMISSIONAND APPROVAL OF MASTER DEVELOPMENT PLAN-2047 & ZONAL DEVELOPMENT PLANS

- 1. The Contractor shall incorporate the decisions taken on objections and suggestions and finalize the Master Development Plan-2047& Zonal Development Plans and submit to the client for statutory approval.
- 2. The client can instruct the Contractor to revise plan(s) and/or reports(s), any no of times, till the client is satisfied with the quality and accuracy of the work and till



- the Master Development Plan-2047&Zonal Development Plans is approved by the statutory authority of the JDA.
- 3. The Contractor shall get final Master Development Plan-2047&Zonal Development Plans (including all other plans/ reports and documents) published. The Contractor shall provide 1000 hard copies in colour (500 hard copies in Hindi and 500 hard copies in English) and 500 soft copies (CD's in both Hindi & English) of the final Master Development Plan-2047 (including all other plans/ reports, charts, photographs and documents) to the client.
- 4. The Contractor shall submit the finally prepared Master Development Plan-2047 &Zonal Development Plans (including all it reports, documents, maps, diagrams charts, etc) to the client for statutory approval.
- 5. Along with Master Development Plan-2047&Zonal Development Plans, the Contractor shall submit all data including satellite imagery, drone imagery, surveys, analysis, reports, documents, maps, diagrams charts, etc in GIS platform to the Client and . The maps prepared should be in compliance with the National Urban Information System (NUIS) GIS Database structure and state-level RAJDHARAGIS Database platform.
- 6. The Contractor shall submit all data including satellite imagery, drone imagery, surveys, analysis, reports, documents, maps, diagrams charts, etc and all digital / spatial database created at every stage of the scope of work for the preparation of master development plan to the client.
- 7. The all-shape file/data generated for proposed master plan, at this stage will be required to made available on the web enable GIS Portal so that it is accessible to the stockholders. The provision of viewing shape file on query basis is also required so that existing masterplan and proposed masterplan can be viewed.
- 8. All data created at every stage of the scope of work for the preparation of Master Development Plan shall be the property of the client. The Contractor cannot sell/transfer any data to any other institution/firm/company, individual, etc without the consent of the client. Any data transferred without the consent of the client may lead to termination of the contract, forfeiture of performance security, monetary fine and blacklisting of the contractor.
- 9. The Contractor shall provide a team of urban planners & GIS experts involved in the preparation of and are well-versed with the Jaipur Master Development Plan-2047 in the master plan cell of the client. The team shall systematically transfer



and provide hand holding support & capacity building for categorization and cataloging of all the data created during the preparation of the Master Development Plan-2047 and Zonal Development Plans.

STAGE VII – HAND HOLDING SUPPORT AFTER APPROVAL OF MASTER DEVELOPMENT PLAN-2047 & ZONAL DEVELOPMENT PLANS

- 1. The Contractor would depute / station at least 01 urban planner with 05 years of experience and 02 GIS experts in the Master Plan Cell of the client, from the date of approval of the final Master Development Plan-2047&Zonal Development Plans from the competent Authority. The Urban planner and GIS experts should have been involved on the preparation of and should be well-versed with the Jaipur Master Development Plan-2047&Zonal Development Plans.
- 2. The GIS experts/ Urban Planners shall be stationed at the client's office for a period of 02 year after the approval of final Master Development Plan 2047&Zonal Development Plans. The deployment must begin right after the approval of Master Development Plan 2047. The cost of staff will be borne by Contractor.
- 3. Contractor during this period would do a technology & knowledge transfer and build the capacity of the internal team in managing the Master Development Plan-2047&Zonal Development Plans.
- 4. Remuneration to the professionals deployed shall be paid by the Contractor.
- 5. After two (02) year, extension may be provided on the basis of agreement for a maximum of additional period of 03 years on retainership, on payment of monthly remuneration on mutually agreed terms & conditions between the Authority and Contractor.
- 6. Any discrepancy found in the maps/reports/documents shall be rectified in this period by the Contractor.



SECTION -V

MILESTONE, STAGES TIME & PAYMENT SCHEDULE



Completion Time, Milestone for Various Stages and Payment Schedule

Payment Schedule :- Stages of Scope of Work

S.No.	Stages of scope of work	Description of the work of the Master Development Plan	Time limit of the work (in days)	Payment schedule
1.	Stage 1	Procurement of satellite imagery, drone survey, collection of data & commitments, ground verification, and creation of database.	120 days	10%
2.	Stage 2	Existing situation analysis report, preparation of draft base map & existing land-use plan and finalization of detailed base map and existing land-use plan.	120 days From stage 1	20%
3.	Stage 3	Vision document, strategy formulation, planning for holistic development & stakeholder consultations.	120 days From stage 2	10 %
4.	Stage 4	Preparation and Approval of Draft Master Development Plan – 2047.	120 days From stage 3	15 %
5.	Stage 5	Inviting objections and suggestions under JDA ACT and finalization of the objections and suggestions report	150 days From stage 4	10%
6.	Stage 6	Stage 6A: Finalization & submission of finally prepared Master Development Plan-2047	70 days From stage 5	15%
		Stage 6B: Statutory Approval of Master Development Plan-2047	30 days From stage 6A	10%
	Stage	02 years		



7.	Stage 7	Hand holding support after approval of Master Development Plan-2047	02 year	5 % each year (Total 10 %)
Stage 1 to 7 Total Time Period			04 years	

Note:

- 1. The period between the submission of stage task and its processing for approval by JDA will not be included in the period of work.
- 2. The payments of all above mentioned stages will be released by the client after the approval of each stage of task by Director, Town Planning, JDA. In case of this approval being delayed by the competent authority beyond 30 days, 70 % of Stage payment will be released. The remaining 30 % will be released after competent authority approval only. However, next stage payment will be released only after approval of predecessor stage work by competent authority
- 3. No advance payment for any purpose will be made to the Contractor other than mobilization money.
- 4. Performance security of 5 % will have to be deposited by the agency within 14 days of issue of Letter of Acceptance (LOA) in form of bank guarantee, FD pledged in favor of Secretary JDA, Cash. This will be released as follows:
 - a. 2.5 % after final notification of the MDP & ZDPs.
 - b. 2.5 % within 45 days of completion of all stages and whenever hand holding support of 2 years period is over, and all data/ documents are properly handed over to the client and all the contractual liabilities have been completed.
- 5. The Contractor is required to prepare reports/maps/charts etc. in both English and Hindi languages.
- 6. The Contractor shall provide at least 20 colored hard copies of every Stage to the client for internal circulation (except at stage V and VI of the scope of work, where the number of copies is specified).
- 7. The payment will become due on approval of the stage task and on raising of bills/invoice by the Contractor after the approval of the stage task.
- 8. The Contractor is also required to present the progress of work every month to Nodal officer and any such officers as may be required by the Nodal officer.



9. The Contractor will prepare all necessary documentation required for inviting public objections/suggestion & bear the cost of such meetings i.e. Stakeholders meetings/ workshops etc. required for preparation and completion of the task.



P. MEETINGS WITH THE JDA

The Consultancy requires close interaction with the project team (the "Project Team") that will be nominated by the JDA at Jaipur for timely inputs, feedbacks on proposals, confirmation of operational requirements and approval of intermediate stages. The Team leader or respective Key Personnel shall make formal presentations to the JDA, Jaipur as part of the interactive process as and when mutually agreed upon. Inputs and response provided by the JDA in these presentations shall be drafted in form of minutes of the meeting by the Consultant and be considered as the JDA's tentative response. Consultant shall actively associate in the JDA's reviews of various submissions and provide necessary clarifications, documents and backup information for conducting the reviews. Further, the JDA will send brief formal responses to the Consultant in response to the Consultant's request for certain decisions and in response to draft reports. These should be considered and reflected in the final report of the respective deliverables including subsequent revisions of final reports by the Consultant.

The **JDA** will review the progress of the Consultancy in monthly meetings to be held in Jaipur at **JDA**'s office. Personnel costs of such meetings would be deemed as included in the Financial Proposal.

Q. KEY PERSONNEL & SUPPORTING TEAM

The Bidder shall propose consultancy team consist of professional personnel in detail (the "**Key Personnel**") who shall discharge their respective responsibilities to fulfil the Project. Eexpertise, that required for technical and financial analysis, legal assistance and advisory services etc. for the Project shall be included in the Supporting Team.

R. COMPLETION OF SERVICES

All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the **JDA** in soft copy, apart from the reports indicated in the Deliverables in section ToR. The study outputs shall remain the property of the **JDA** and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the **JDA**. The Consultancy shall stand completed on acceptance by the JDA of all the Deliverables of the Consultant. The JDA Representative shall issue a certificate to that effect.



SCHEDULE-2

(See Clause 2.1.3)

Preparation of GIS based Master Development Plan - 2047 for Jaipur Region

Bid Document

CONTRACT AGREEMENT

AGREEMENT No.



This AGREEMENT (hereinafter called the "Agreement") is made on the ____day of the month of 2023, between, on the one hand, the Jaipur Development Authority JDA through (hereinafter called the "JDA" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, Bidder through its Authorized Representative [insert designation of the person signing the agreement on behalf of Bidder(hereinafter called the "Consultant" which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The JDA vide its Request-for-Proposal for 'selection of Consultant for Undertaking" "Preparation of GIS based Master Development Plan 2047 for Jaipur Region " (the Project) to be performed by the Consultant. (Hereinafter called the Consultancy);
- (B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the **JDA** that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the **JDA** on the terms and conditions as set forth in the bid document and this Agreement; and
- (C) The **JDA**, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the "LOA"); and
- (D) In pursuance of the LOA, the parties have agreed to enter into this Agreement.

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

1. GENERAL

1.1 Definitions and Interpretation

- 1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:
 - (a) "Additional Costs" means any expenses the Consultant will have to meet after the acceptance of the proposal, at the instance of the JDA;
 - (b) "Agreement" means this Agreement, together with all the Annexes;
 - (c) "Agreement Value" is the value set forth as agreement value in Clause 6.1.2;



- (d) "Applicable Laws" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (e) "Confidential Information" shall have the meaning set forth in Clause 3.3;
- (f) "Conflict of Interest" shall have the meaning set forth in Clause 3.2 read with the provisions of bid document.
- (g) "Dispute" shall have the meaning set forth in Clause 9.2.1;
- (h) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (i) "Expatriate Personnel" means such persons who at the time of being so hired had their domicile outside India;
- (j) "Government" means the Government of Rajasthan;
- (k) "INR, Re. or Rs." means Indian Rupees;
- (l) "Member", in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and "Members" means all of these entities;
- (m) "Party" means the JDA or the Consultant, as the case may be, and Parties mean both of them;
- (n) "Personnel" means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- (o) "Resident Personnel" means such persons who at the time of being so hired had their domicile inside India;
- (p) "Services" means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (q) "Sub-Consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and
- (r) "Third Party" means any person or entity other than the Government, the JDA, the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the bid document.



- 1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:
 - (a) Agreement;
 - (b) Annexure of Agreement;
 - (c) Bid documents; and
 - (d) LOA &Letter of Award.

1.2 Relation between the Parties

1.2.1 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the JDA and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the **JDA** and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) The **JDA** shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Jaipur shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing as per instructions in BID DOCUMENTS.



1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement is for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by e-mail or by letter delivered by hand or post/ courier to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the **JDA**; provided that notices or other communications to be given to an address outside India may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Consultant may from time to time specify by notice to the **JDA**;
- (b) in the case of the **JDA**, be given by e-mail and by letter delivered by hand and be addressed to the **JDA** with a copy delivered to the **JDA** Representative set out below in Clause 1.10 or to such other person as the **JDA** may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in Jaipur it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

The Services shall be performed at the site of the Project in accordance with the provisions of BID DOCUMENTS and at such locations as are incidental thereto, including the offices of the Consultant.



1.9 Authority of Member-in-charge

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the **JDA** under this Agreement, including without limitation the receiving of instructions and payments from the **JDA**.

1.10 Authorized Representatives

- 1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the **JDA** or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.
- 1.10.2 The **JDA** may, from time to time, designate one of its officials as the **JDA** Representative.

 Unless otherwise notified, the **JDA** Representative shall be:

Executive Engineer & TA to Director Engg. 1, Room No. 102 Main building First Floor, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur-302004 (Rajasthan)

E-mail: jainprateek29@gmail.com

The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

Name and Address of Bidder

1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the **JDA** shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it. Any change in taxation structure (Increase or reduction) from the last date of the bidding will be paid or deducted from the contract price as the case may be.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

2.2 Commencement of Services



The Consultant shall commence the Services within a period of 15 (fifteen) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the **JDA** may, by not less than 1 (one) week notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

Entire Agreement

- 2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the BID DOCUMENTS shall continue to subsist and shall be deemed to form part of this Agreement.
- 2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of BID DOCUMENTS shall apply.

2.4 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.5 Force Majeure

2.7.1 Definition

(a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil 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.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, 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.



2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The **JDA** may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in material breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 **By the JDA**

The **JDA** may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the **JDA** may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;



- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the **JDA** a statement which has a material effect on the rights, obligations or interests of the **JDA** and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) 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 60 (sixty) days; or
- (g) The **JDA**, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement and for this JDA provides advance notice of 30 (thirty) days and clears any outstanding payments within the said notice period.

2.9.2 **Deleted**

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice by the Authority to the consultant pursuant to Clauses 2.9.1 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 **JDA**, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.



2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 hereof, the **JDA** shall make the payment of remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination, to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the **JDA**):

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9.4 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

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

3.1.2 Terms of Reference

The scope of services to be performed by the Consultant is specified in `the Terms of Reference (the "TOR") at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.



3.1.3 Applicable Laws

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

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the JDA in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the JDA in accordance with the rules of the JDA. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the BID DOCUMENTS as Conflict of Interest.



3.2.4 Consultant not to benefit from commissions discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

- 3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the JDA shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the JDA shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the JDA towards, *inter alia*, the time, cost and effort of the JDA, without prejudice to the JDA's any other rights or remedy hereunder or in law.
- 3.2.6 Without prejudice to the rights of the **JDA** under Clause 3.2.5 above and the other rights and remedies which the **JDA** may have under this Agreement, if the Consultant is found by the **JDA** to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or BID DOCUMENTS issued during a period of 2 (two) years from the date the Consultant is found by the **JDA** to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:



- (a) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the JDA who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the JDA, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the JDA in relation to any matter concerning the Project;
- (b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the JDA under this Agreement;
- (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the JDA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the **JDA** to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the **JDA**, its technology, technical processes, business affairs or finances or any



information relating to the **JDA**'s employees, officers or other professionals or suppliers, customers, or Consultants of the **JDA**; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the **JDA**.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the **JDA**, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

- 3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the JDA for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.



- 3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the **JDA**'s property, shall not be liable to the **JDA**:
 - (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.
- 3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to the Agreement Value.
- 3.5 DELETED
- 3.6 Accounting, inspection and auditing DELETED.
- 3.7 Consultant's actions requiring the JDA's prior approval

The Consultant shall obtain the **JDA**'s prior approval in writing before taking any of the following actions:

- (a) Appointing such members of the Professional Personnel as are not listed in Annex-2.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the **JDA** prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- (c) any other action that is specified in this Agreement

3.8 Reporting obligations



The Consultant shall submit to the **JDA** the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.9 Documents prepared by the Consultant to be property of the JDA

- 3.9.1 All plans, drawings, specifications, designs, reports data and other documents (collectively referred to as "Consultancy Documents") prepared/collected by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the JDA, and all intellectual property rights in such Consultancy Documents shall vest with the JDA.
- 3.9.2 The Consultant shall, not later than 30 (thirty) days from the termination or expiration of this Agreement, deliver all Consultancy Documents to the **JDA**, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the **JDA**.
- 3.9.3 The Consultant shall hold the **JDA** harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'claims') which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the **JDA**.

3.10 (Deleted)

3.11 (Deleted)

3.12. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the **JDA** against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its



failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

4.2.1 Deleted

4.2.2 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the additional payment will be worked out based on the time required for completion and remuneration of the personnel required to be deployed for the same supported by preceding one-year average payment done by agency to the personnel.

4.3 Approval of Personnel

- 4.3.1 The Professional Personnel as listed at time of the Agreement will be considered and approved by the **JDA**. No other Professional Personnel shall be engaged without prior approval of the **JDA**.
- 4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the **JDA** its proposal along with a CV of such person in the form provided at Appendix-I (Form-6) of the BID DOCUMENTS. **JDA** may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the **JDA**'s consideration. In the event the **JDA** does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the **JDA**.

4.4 Substitution of Key Personnel

The **JDA** expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The **JDA** will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the **JDA**. Those key personnel not found suitable during the course of agreement shall be replaced by the consultant



immediately to the satisfaction of the JDA. Each substitution will attract a penal deduction of 0.5 % of the total work order amount. This will be recovered from maturing subsequent payment.

4.5 Working hours, overtime, leave, etc.

Taking of leave by any Personnel for a period exceeding 15 (FIFTEEEN) days shall be subject to the prior approval of the **JDA**, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.6 Team Leader

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel.

4.7 Sub-Consultants

Sub-Consultants listed in Annex-4 of this Agreement are hereby approved by the **JDA**. The Consultant may, with prior written approval of the **JDA**, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4.

5. OBLIGATIONS OF THE JDA

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the **JDA** shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to land and property

The JDA warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such



access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

5.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the JDA shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement

6. PAYMENT TO THE CONSULTANT

6.1 Cost estimates and Agreement Value

- 6.1.1 Deleted
- 6.1.3 Being a Lump Sum contract, all expenses are to be borne by the contractor for completion of all the task as detailed in TOR. This includes taking into consideration tasks not specifically mentioned but required for completion of the task. However, if pursuant to the agreement, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures, above the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of payment

All payments shall be made in Indian Rupees.

Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:



- (a) The Consultant shall be paid for its services as per the Payment Schedule at Annex-6 of this Agreement, subject to the Consultant fulfilling the following conditions:
 - (i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the JDA, the work pertaining to the preceding stage. However, the decision of EIC will be final in this respect.
 - (ii) The **JDA** shall pay to the Consultant, only the undisputed amounts including payments pertaining to milestones completed to the satisfaction of the **JDA**.
- (b) The final payment under this Clause shall be made only after all the deliverables, shall have been submitted by the Consultant and approved as satisfactory by the **JDA**. The Consultant shall upon JDA call promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The **JDA** shall make the payment upon acceptance or deemed acceptance of the final deliverable by the **JDA**.
- (c) Any amount which the **JDA** has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the **JDA** within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the **JDA** for reimbursement must be made within 1 (one) year after the agreement period in accordance with Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 18% (eighteen per cent) per annum.
- (e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the **JDA** by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

7.1.1 The **JDA** shall secure the contract by way of Performance Security deposit @ 5 % (five per cent) of the contract value to be deposited within 14 days of issue of LOA. The Security deposit shall be returned to the Consultant in two parts is 2.5 % as detailed else ware in the bid documents.

7.1.2 Deleted

7.2 Liquidated Damages

7.2.1 **Deleted**



7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, specified in Annexure 6, liquidated damages not exceeding an amount equal to 0.5% (zero point five per cent) of the respective milestones fee per month, subject to a maximum of 2.5% (two and a half per cent) of the respective milestones fee value will be imposed and shall be recovered from subsequent running bills or the Performance Security or otherwise. The maximum LD will not exceed 10 % of the contract value. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Appropriation of Security Deposit

The **JDA** shall have the right to invoke and appropriate the proceeds of the Performance Security deposit, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Deleted

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

8.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

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



9.2 Dispute resolution

- 9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.
- 9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

- 9.3.1 In the event of any Dispute between the Parties, the same shall be referred to the amicable settlement committee which shall be as follows;
- 1. Director (Town Planning), JDA
- 2.Addl. Chief Town Planner (MP), JDA
- 3. E.E cum TA to DE -1, JDA.
- 3. STP/DTP (MP), JDA
- 4. CAO (P&A), JDA

Upon such reference, the committee shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to dispute resolving committee which shall be as follows:

9.3.2 Standing committee for Settlement of disputes:

If any question, difference or objection, whatsoever shall arise in any way, in connection with or arising out of this instrument, or the meaning of operation of any part thereof, or the rights, duties or liabilities of either party then, save in so far, as the decision of any such matter, as herein before provided for, and been so decided, every such matter constituting a total claim of Rs.50000/- or above, whether its decision has been otherwise provided for an whether it has been finally decided accordingly, or whether the contract should be terminated or has been rightly terminated and as regards the rights or obligations



of the parties, as the result of such termination, shall be referred for decision to the Empowered Standing Committee, which would consist of the followings:-

- 1. Jaipur Development Commissioner, JDA, Jaipur -Chairman
- 2. Director (TP) JDA, Jaipur
- 3. Director (Finance), JDA, Jaipur
- 4. Director (Law), JDA, Jaipur

SIGNED SEALED AND DELIVERED

5. STP/DTP(MP) JDA, Jaipur - Member Secretary

The STP/DTP, on receipt of application along with non-refundable prescribed fee, (the fee would be two percent of the amount in dispute, not exceeding Rs. two lac) from the consultant, shall refer the disputes to the committee within a period of one months from the date of receipt of application.

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

SIGNED SEALED AND DELIVERED

SIGI (ED, SEIREED III (D DEEI (ERED	
For and on behalf of	For and on behalf of
Consultant:	JDA:
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	
(Fax No.)	
In the presence of:	
1.	2.



SCHEDULE-3

(See Clause 2.3.3 under Instruction to Bidders)

Guidance Note on Conflict of Interest

- This Note further explains and illustrates the provisions of Clause 2.3 of the BID DOCUMENTS and shall be read together therewith in dealing with specific cases.
- Consultants should be deemed to be in a conflict-of-interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
- 3 Conflict of interest may arise between the **JDA** and a consultant or between consultants and present or future concessionaries/ Consultants. Some of the situations that would involve conflict of interest are identified below:

(a) The **JDA** and consultants:

- (i) Potential consultant should not be privy to information from the **JDA** which is not available to others; or
- (ii) potential consultant should not have defined the project when earlier working for the **JDA**; or
- (iii) potential consultant should not have recently worked for the **JDA** overseeing the project.

(b) Consultants and concessionaires/Consultants:

- (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ Consultant save and except relationships restricted to project-specific and short-term assignments; or
- (ii) no consultant should be involved in owning or operating entities resulting from the project; or
- (iii) no consultant should bid for works arising from the project.



The participation of companies that may be involved as investors or consumers and officials of the **JDA** who have current or recent connections to the companies involved, therefore, needs to be avoided.

- The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the **JDA**. All conflicts must be declared as and when the consultants become aware of them.
- Another approach towards avoiding a conflict of interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information from one part of the consultant's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the JDA.
- 6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
- 7. Another form of conflict of interest called "scope-creep" arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the **JDA** but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
- 8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the **JDA** at the earliest. Officials of the **JDA** involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.



Appendices



Form-4

Particulars of the Bidder

1.1	Title of Consultancy:
	Selection of Consultant for preparation of "Preparation of GIS based Master
	Development Plan - 2047 for Jaipur Region"
1.2	Title of Project:
	Preparation of GIS based Master Development Plan - 2047 for Jaipur Region
1.3	Deleted
1.4	State the following:
	Name of Company or Firm:
	Legal status (e.g. incorporated private company, unincorporated business, partnership etc.,
	along with a copy of relevant registration certificate):
	Country of incorporation:
	Registered address:
	Year of Incorporation:
	Year of commencement of business:
	Principal place of business:
	Brief description of the Company including details of its main lines of business Name,
	designation, address and phone numbers of authorized signatory of the Bidder:
	Name:
	Designation:
	Company:
	Address:
	Phone No.:
	Fax No.:
	E-mail address:
1.5	Deleted
1.6	For the Bidder, state the following information:
	(i) In case of non-Indian Firm, does the Firm have business presence in India?
	Yes/No
	If so, provide the office address (es) in India.



(ii) Has the Bidder Yes/NO

penalized by any organization for poor quality of work or breach of contract in the last five years?

(iii) Has the Bidder/Member ever failed to complete any work awarded to it by

Yes/No

Yes/No

any public authority/entity in last five years?

(iv) Has the Bidder been blacklisted by any

Yes/No
Government department/Public Sector Undertaking in the last five years?

(v) Has the Bidder, suffered bankruptcy/insolvency in the last five years?

Note: If answer to any of the questions at (ii) to (v) is yes, the Bidder is not eligible for this consultancy assignment.

Does the Bidder's firm/company combine functions as a consultant or adviser along with the functions as a Consultant and/or a manufacturer?

Yes/No

If yes, does the Bidder agree to limit the Bidder's role only to that of a consultant/ adviser to the **JDA** and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?

Yes/No

Does the Bidder intend to borrow or hire temporarily, personnel from Consultants, manufacturers or suppliers for performance of the Consulting Services?

Yes/No

If yes, does the Bidder agree that it will only be acceptable as Consultant, if those Consultants, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant?

Yes/No

If yes, have any undertakings been obtained (and annexed) from such Consultants, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the JDA only?

Yes/No

(Signature, name and designation of the authorised signatory)



For and on behalf of

APPENDIX-I

Form-5

Statement of Legal Capacity

(10 be forwarded on the letter head of the Bidder)
Ref. Date:
То
* **
Dear Sir,
Sub: BID DOCUMENTS for Selection of Consultant for preparation of "Preparation of GIS based
Master Development Plan - 2047 for Jaipur Region for Horizon Year 2026-2047
I/We hereby confirm that we, the Bidder, satisfy the terms and conditions laid down in the BID
document.
I/We have agreed that (insert individual's name) will act as our Authorized
Representative / will act as the Authorized Representative on our behalf and has been duly authorized
to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish
such proposal and all other documents, information or communication and authenticate the same.
Yours faithfully,
(Signature, name and designation of the authorised signatory)
For and on behalf of
NOTE: Please strike out whichever is not applicable



Form-6

Power of Attorney

Know all men by these presents, we,
registered office) do hereby constitute, nominate, appoint and authorize Mr. / M
son/daughter/wife and present
residing at, who is presently employed with u
and holding the position ofas our true and lawful attorned
(hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, a
such acts, deeds and things as are necessary or required in connection with or incidental to submission
of our Proposal for and selection as the Transaction Advisor/Consultant for undertaking "Preparation of our Proposal for and selection as the Transaction Advisor/Consultant for undertaking "Preparation of our Proposal for and selection as the Transaction Advisor/Consultant for undertaking "Preparation of our Proposal for and selection as the Transaction Advisor/Consultant for undertaking "Preparation of our Proposal for and selection as the Transaction Advisor/Consultant for undertaking "Preparation of our Proposal for an output of the Proposal for an output of the Preparation of the Proposal for an output of the Preparation of the Proposal for the Preparation of the Pr
of GIS based Master Development Plan - 2047 for Jaipur Region for Horizon Year 2026-2047
proposed to be developed by the JDA including but not limited to signing and submission of a
applications, proposals and other documents and writings, participating in pre-bid and other
conferences and providing information/ responses to the JDA, representing us in all matters before the
JDA, signing and execution of all contracts and undertakings consequent to acceptance of or
proposal and generally dealing with the JDA in all matters in connection with or relating to or arising
out of our Bid for the said Project and/or upon award thereof to us till the entering into of the
Agreement with the JDA.
AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to
be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by
this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative
in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us
IN WITNESS WHEREOF WE,THE ABOVE NAMED PRINCIPAL HAV
EXECUTED THIS POWER OF ATTORNEY ON DAY OF , 2016.

ACCEPTED

Signature of Authorized Representative: Initial of the Authorized Representative:



For M/s (Signature, name, designation and address of the Person who issues the PoA)
Witnesses:
1.
2.
Notarisation by Notary Public
Verified Authority and Signatures, Executed before me onday of2015.
(Signature, name, designation and address of the Attorney) Notes:
The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (one hundred)

and duly notarized by a notary public.

The Bidder should submit for verification the extract of the charter documents and other documents such as a resolution of Board/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Bidders from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostle certificate.



Form-7 Financial Capacity of the Bidder

Sl. No.	Financial Year	Annual Turnover (Rs.)
1.	2022-23	
2.	2021-22	
3.	2020-21	
	Average Annual Turnov	ver
	Certificate from the	Statutory Auditor/Chartered Accountant/CFO/Company
	Secretary	
We certify th	at the above mentioned figure	res have been extracted from the audited financial statements of
	(name	of the Bidder).
Name of the	audit firm:	
Seal of the au	ıdit firm	
Date:		Signature, name and designation of the authorized
Date.		signatory)

(Refer Clause 2.2.2 (A) Under Instruction to Bidder)



<u>Form-8</u> Particulars of Key Personnel

Sl.	Designation of Key		Educational	Length of	Present Employment		No. of	
No.		Name	Qualification	Professional Experience	Name of Firm	Employed Since	Assignments	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	

1. Refer Form 12 of Appendix I Experience of Key Personnel



Form-9

Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR

The Bidder shall clearly state its understanding of the TOR and also highlight its important aspects. The Bidder may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan

The Bidder will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Bidder will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal.. The Bidder should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

3. Key Personnel's Mobilization Schedule, Task & Responsibilities

The Bidder is required to submit Key Personnel's mobilization schedule in detail of each type of Key Personnel along with task earmarked to each Key Personnel with their responsibilities.

.



Form-10

Abstract of Eligible Assignments of the Bidder

(Refer Clause 2.2.2 (B) Under Instruction to Bidder and Clause 3.1 under Criteria for Evaluation)

Sl.	Name of Project	Name of Client	Payment of professional fees
No.			received by the Bidder (in Rs.)
(1)	(2)	(3)	(4)
1			
2			
3			
4			

- The Bidder should provide details of only those projects that have been undertaken by it under its own name.
- * The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-12 of Appendix-I.

Certificate from the Statutory Auditor/Chartered Accountant OR Company Secretary/CFO of the Bidder

This is to certify that the information contained in Column 4 above is correct as per the accounts of the Bidder and/ or the clients.

Name of the audit firm/CA/CFO:

Seal of the audit firm/ Bidder

Date:

(Signature, name and designation of the authorized signatory)



<u>Form-11</u>

Abstract of Eligible Assignments of Key Personnel®

(Refer Table-2, Clause 2.1.4 of ITA)

Sl. No.	Designation of the Key Personnel	Qualification	Brief Description of Experience
1			
2			
3			
4			
5			



<u>Form-12</u>

Eligible Assignments of Bidder

Name of Bidder:	
Name of the Project:	
Description of services performed by the Bidder firm:	
Name of client and Address:(Indicate whether public or private entity)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs. Crore):	
Payment received by the Bidder (in Rs. Crore):	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	

Notes:

- 1 Use separate sheet for each Eligible Project.
- 2 The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.



<u>Form-13</u>

Proposal for Sub-Consultant(s)

1. Details of the Firm						
Firm's Name, Address and Telephone						
Name and Telep	hone No. of the Contact Pe	erson				
Fields of Experti	se					
No. of Years in b	ousiness in the above Fields	s				
2. Services that	are proposed to be sub con	itracted:				
3. Person who w	vill lead the Sub-Consultan	t				
Name:						
Designation:						
Telephone No:						
Email:	Email:					
4. Details of Firn	n's previous experience					
Name of Work	Name, address and	Total Value of	Duration of	Date of Completion of		
	telephone no. of Client	Services	Services	Services		
		Performed				
1.						
2.						
3.						

(Signature and name of the authorized signatory)

Note:

1 Use separate form for each Sub-Consultant



Form-16

(Contact Detail Form)

Name of Bidder:
Address for Correspondence:
Landline:
Mobile No:
E-mail:
Name of Authorised Signatory:
Address for Correspondence:
Landline:
Mobile Number
E-mail:



APPENDIX- II LIST OF BID-SPECIFIC CLAUSES⁸

A. Clauses and appendices with non-numerical footnotes

- 1. Schedule-1: Terms of Reference (TOR)
 - (i) Para 6.2: Time and Payment Schedule
- 2. Form 5, Appendix -I Statement of Legal capacity
- 3. Form-7, Appendix-I: Financial Capacity of the Bidder
- 4. Form 8, Appendix -I: Particulars of Key Personnel
- 5. Form-10, Appendix-I: Abstract of Eligible Assignments of the Bidder
- 6. Form 11, Appendix-I: Eligible assignments of Bidder
- 7. Appendix-II: List of Bid-specific clauses
- B. Clauses and appendices with curly brackets
- 1. Schedule-2: Form of Agreement: Clause 9.4.2: Arbitration
- C. Clauses and appendices with blank spaces
- 1 Schedule-2: Form of Agreement: Clause 1.10.3 and 6.1.2
- 2 Form-1, Appendix-I: Letter of Proposal
- 3 Form-4, Appendix-I: Particulars of the Bidder: Signature
- 4 Form-5, Appendix-I: Statement of Legal Capacity
- 5 Form-6, Appendix-I: Power of Attorney
- 6 Form-7, Appendix-I: Financial Capacity of the Bidder
- 7 Appendix-I: Financial Proposal: Item E

This Appendix-II contains a list of clauses and appendices that would need to be suitably modified for reflecting Bidder-specific provisions. This Appendix-II may, therefore, be included in the BID document to be issued to prospective Bidders. The blank spaces in Appendices may be filled up by the Bidder and the footnotes may be deleted when it submits its proposal.



APPENDIX- III Form-A

Team Composition & Task Assignments format

1. Key Professional / Team Leader / Technical / Managerial Staff

S. No.	Name	Proposed Position	Total experience (Years)	Relevant Experience in Year
1.				
2.				
3.				
4.				
5.				

2. Support Staff

S. No.	Name	Proposed Position	Total experience (Years)	Tasks to be performed
1.				
2.				
3.				
4.				
5.				



Form-B

Format of Curriculum Vitae (CV) for Proposed Key Professional Staff

Proposed Position:
Name of Firm:
Name of Expert:
Profession:
Date of Birth:
Details reg. Key Professional.:
Years With Firm/ Entity: Nationality:
Membership in Professional Societies:
Detailed Tasks Assigned:
Professional Experiences:
[Give an outline of expert member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by expert member on relevant previous assignments and give dates and locations. Use about half a page.]
Educational Qualification: [Summarize college/university and other specialized education of expert member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]
Employment Record: [Starting with present position, list in reverse order every employment held. List all positions held by expert member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last twenty or more years, also give types of activities performed and client references, where appropriate. Use about two pages.]
Languages:
[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]
Certification:
I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. If awarded the Contract, I undertake to work with this Firm only on this assignment.
[Signature of expert member] [Signature of authorized representative of Firm]
Date: Day/Month/Year

Preparation	of GIS base	d Master	Developmen	nt Plan -	- 2047forJaip	our Region
Tropulation	or ore case	a master	Developmen	10 1 10011	2017101041	, and 1 to 5 to 1



Full name of expert:		
Full name of authorized representative:		
_	Form-C	

Time Schedule for Key Professional Personnel format

S. No.	Name	Position	Reports Due/Activities				V	Veeks	s (in t	ne fo	rm of	`a Baı	r Char	t)	
				1	2	3	4	5	6	7	8	9	10	•••	Number
															of
															Weeks
1.															Subtotal (1)
2.															Subtotal (2)
3.															Subtotal (3)
4.															Subtotal (4)

Full-time:	
Part-time:	
Reports Due:	
Activities Duration:	
Signature (Authorized Representative):	
Full Name:	
Title:	
Address:	



Form-D Activity* (Work) Schedule format

A. Field Investigation and Consultancy Items

S.	Item of Activity (Work)		Weeks from inception of the assignment									
No.	(WOIK)						(in the	form	of a B	ar Cha	rt)	
		1	2	3	4	5	6	7	8	9	10	 Number of
												Weeks
1.												Subtotal (1)
2.												Subtotal (2)
3.												Subtotal (3)
4.												Subtotal (4)

B. Completion and Submission of Maps & Reports

S.No.	Reports:	Programme: (Date)
1.	Inception Report	
2.	Demarcation of DGPS Geo Reference points for survey	
3.	Drone Survey & Rectification of Drone Maps	
4.	Socio-Economic data collection, Surveys and analysis	
5.	Spatial attribute data collection and vetting of Base Maps	
6.	Projected Requirements, Issues, Potentials and proposal	
7.	Draft Master Plan Including DPCR and reports	
8.	Draft Zonal Development Plans and reports	
9.	Final Master Plan Including DPCR and reports	
10.	Final Zonal Development Plans and reports	

^{*} For enabling comparison of activity schedule and costs, the items of activity should be kept uniform in all the tables.



Annexure IV

Specified Bank Guarantee Performa for Performance Security

Form of (Bank Guarantee) -En cashable at the branch of the bank in Jaipur City.

То					
Secretary, Jaipur Development Authority, Jaipur					
Sub:					
Bank Guarantee No dated for [amount of Security in figures] [in words] on behalf of [Name of the Bidder] against Performance Security for					
theJDA Jaipur					
WHEREAS, [name of Bidder with address] (hereinafter called "the Bidder") has submitted his Bid dated					
KNOW ALL PEOPLE by these presents that we					
[name of Bank) of having our registered office at [name of country] having our registered o					
That on demand of JDA, this Bank Guarantee is cashable at the following branch in Jaipur City.					
 Name of Bank: Name of the branch with branch code: Address: E-Mail Id: Telephone No. Fax No.: 					
SEALED with the Common Seal of the said Bank this day of of 20					
We undertake to pay to the Employer up to the above amount upon receipt of his first written demand within valid period of this guarantee.					
This Guarantee will remain in force up to and including the date 90 days after completion of all contractual liabilities as per bid documents. Any demand in respect of this Guarantee should reach the Bank no later than the above date.					
The amount covered under the above Bank Guarantee shall be automatically credited to the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through ISFC code No ICIC0006754. Bank Account No. 675401700518 on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry date or produce NOC from JDA in writing for its release.					
DateSignature of the Bank					
WitnessSeal					
[Signature, Name and Address] [Note: To be furnished on appropriate non-judicial stamps]					



Specified Bank Guarantee Performa for Bid Security

Form of (Bank Guarantee) -En cashable at the branch of the bank in Jaipur City.

To
Secretary,
Jaipur Development Authority,
Jaipur
Sub:
Bank Guarantee No dated for [amount of Security in figures] [in words] or
behalf of [Name of the Bidder] against Bid Security for
the
JDA Jaipur WHEREAS, [name of Bidder with address
(hereinafter called "the Bidder") has submitted his Bid dated for the work or
(here in after called "the Bid ").
KNOW ALL PEOPLE by these presents that we
(Name of Bank) of having our registered office a
[name of country] having our registered office a
(hereinafter called "the Bank") are bound unto Secretary, Jaipur
Development Authority. (Hereinafter called "the Employer") in the sum of Rupees [Amount of Security in figures] (in words) only for which
payment will and truly to be made to the said Employer, the Bank binds itself, its successors, and
assigns by these presents.
That on demand of JDA , this Bank Guarantee is cashable at the following branch in Jaipur City.
1. Name of Bank:
2. Name of the branch with branch code:
3. Address:
4. E-Mail Id:
5. Telephone No.
6. Fax No.:
SEALED with the Common Seal of the said Bank this day of of 20
THE CONDITIONS of this obligation are:
(1) if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid;
(2) if the Bidder refuses to accept the correction of errors in his bid;



- (3) If the Bidder, having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or more of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 90 days after the date of expiration of the Bid Validity, as stated in the Instructions to Bidders, or any such extension thereto as may be agreed by the Bidder, a notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank no later than the above date.

The amount covered under the above Bank Guarantee shall be automatically credited in the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through ISFC code No ICIC0006754. Bank Account No. 675401700518 on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry date or produce NOC from JDA in writing for its release.

Date	Signature of the Bank
Witness	Seal
[Signature, Name, and Address]	

[Note: To be furnished on appropriate non-judicial stamps & should be valid for the next 7 months (210 Days) from the bid opening date]

Help

Item Rate BoQ

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work: Preparation of GIS based Master Development Plan – 2047 for Jaipur Region

Contract No: JDA/EE&TAtoDE-1/2023-24/NIB-1

Name of the
Bidder/

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER#	TEXT #	NUMBER#	NUMBER	NUMBER	NUMBER#	NUMBER#	TEXT #
SI. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	GST %	GST Amount	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	13	14	15	53	54	55
1	Preparation of GIS based Master Development Plan – 2047 for Jaipur Region		As per Terms of reference			0.00	0.00	0.00	INR Zero Only
Total in Figures							0.00	0.00	INR Zero Only
Quoted Ra	te in Words					INR	Zero Only		