

राजस्थान सरकार  
नगरीय विकास एवं आवासन विभाग

क्रमांक प.18(35)नविवि/सेक्टर प्लान/2015

जयपुर, दिनांक 11 FEB 2020

आयुक्त/सचिव,

जयपुर/जोधपुर/अजमेर विकास प्राधिकरण, जयपुर/जोधपुर/अजमेर

समस्त नगर विकास न्यास।

विषय:- समस्त नगरीय क्षेत्रों (जिनकी आबादी 1 लाख (वर्ष 2011) से अधिक है) के जोनल डवलपमेंट प्लान तैयार किये जाने के लिये आमंत्रित की जाने वाली निविदा हेतु मॉडल आर.एफ.पी. की अनुपालना बाबत।

उपरोक्त विषयान्तर्गत निर्देशित किया जाता है कि सम्पूर्ण राज्य के समस्त नगरीय निकायों, जिनकी आबादी 1 लाख से अधिक है के लिये जी.आई.एस. पद्धति पर जोनल डवलपमेंट प्लान तैयार किये जाने के लिये एकरूपता के आधार पर मॉडल आर.एफ.पी. जारी की जा रही है।

समस्त नगरीय निकाय अविलम्ब इसकी पालना सुनिश्चित करते हुए अपने नगरीय निकायों की निविदाएं इस मॉडल आर.एफ.पी. पर अविलम्ब आमंत्रित किया जाना सुनिश्चित करें।

उपरोक्त सक्षम स्तर से अनुमोदित है।

भवदीय,



( मनीष गोयल )

संयुक्त शासन सचिव-प्रथम

प्रतिलिपि:-निम्नांकित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है :-

1. विशिष्ट सहायक, मा. मंत्री, नगरीय विकास एवं आवासन विभाग।
2. निजी सचिव, प्रमुख शासन सचिव, नगरीय विकास एवं आवासन विभाग।
3. शासन सचिव, स्वायत्त शासन विभाग, जयपुर।
4. आयुक्त, जोधपुर/जयपुर/अजमेर विकास प्राधिकरण, जयपुर/जोधपुर/अजमेर।
5. संयुक्त शासन सचिव-प्रथम/द्वितीय/तृतीय/अन्य अधिकारीगण, नगरीय विकास विभाग।
6. निदेशक स्थानीय निकाय विभाग।
7. वरिष्ठ संयुक्त विधि परामर्शी/उप विधि परामर्शी, नगरीय विकास विभाग।
8. सचिव, जयपुर/जोधपुर/अजमेर विकास प्राधिकरण जयपुर/जोधपुर/अजमेर।
9. वरिष्ठ शासन उप सचिव, नगरीय विकास विभाग राज0 जयपुर को वेबसाईट पर अपलोड करवाने हेतु आवश्यक कार्यवाही करने बाबत।
10. समस्त सचिव, नगर विकास न्यास, राजस्थान।



संयुक्त शासन सचिव-प्रथम

# **Name of UIT/Development Authority(DA) /ULB**

## **Bid Document**

Ref. of NIT: -----, Date: -----

**Name of Work: Consultancy Services for Preparation of GIS application  
based Zonal Development Plans for ----- (Name of  
UIT/DA/ULB)**

<b>Estimated Cost</b>	<b>:</b>	<b>----- Lakhs</b>
<b>Earnest Money</b>	<b>:</b>	<b>Rs. ----- Lakh</b>
<b>Bid Document Cost</b>	<b>:</b>	<b>Rs. 6,000/-</b>
<b>RISL Processing Fee</b>	<b>:</b>	<b>Rs. 1,000/-</b>
<b>Mode of Payment</b>	<b>:</b>	<b>Online Through SSO Rajasthan</b>
<b>Mode of selection</b>	<b>:</b>	<b>QCBS(80:20)</b>
<b>Date of Online downloading and uploading of tender</b>	<b>:</b>	<b>------(9.30 AM) to ----- upto 6.00 PM</b>
<b>Pre Bid Meeting</b>	<b>:</b>	<b>----- at 4:00 PM</b>
<b>Opening of Technical BID</b>	<b>:</b>	<b>----- at 4:00PM</b>
<b>Completion Period</b>	<b>:</b>	<b>----- days</b>



**Procurement of Consultancy Services**  
**(Open Competitive Bidding)**  
**Table of Contents**

<b>Letter of Invitation to Submit Request for Proposals .....</b>	
<b>Section I: Instructions to Consultants.....</b>	
<b>Section II: Bid Data Sheet .....</b>	
<b>Section III: Bidding Forms .....</b>	
<b>Section IV: Terms of Reference.....</b>	
<b>Section V A: General Conditions of Contract.....</b>	
<b>Section VB: Special Conditions of Contract .....</b>	
<b>Section V C: Contract Forms .....</b>	

**Office of The Secretary (NAME OF TOWN) , .**

**Invitation to Submit Request for Proposals**

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

<b>Name &amp; Address of the Procuring Entity</b>	<ul style="list-style-type: none"> <li>Name: Secreary/Commissioner</li> <li>Address: Address of urban local body</li> </ul>
<b>Subject Matter of Procurement</b>	<b>Consultancy Services for Preparation of GIS application based Zonal Development Plans for -----(Name of UIT/DA/ULB)</b>
<b>Bid Procedure</b>	Single Stage: Two bid (envelopes) open competitive e-bid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>Bid Evaluation Criteria (Selection Method)</b>	QCBS(80:20)
<b>Websites for downloading Bidding Document, Corrigendum's, Addendums etc.</b>	<ul style="list-style-type: none"> <li>Websites: <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>,</li> </ul>
<b>Estimated Procurement Cost</b>	Rs. ----- Lakhs (Rupees ----- only.)
<b>Bidding document Fee, RISL Processing fee, Bid Security and Mode of Payment</b>	<ul style="list-style-type: none"> <li>Bidding Document Fee Rs. 6000 [Rupees Six Thousand Only]</li> <li>RISL Processing Fee Rs. 1000.00 [Rupees One Thousand only]</li> <li>Bid Security Rs. ----- Lakhs [Rupees Four Lakhs Only]</li> <li>Mode of Payment: Payment of Bidding document Fee, RISL Processing fee&amp; Bid Security is to be paid online through <a href="https://sso.rajasthan.gov.in">https://sso.rajasthan.gov.in</a> portal. The process of online payment is as under: <a href="https://sso.rajasthan.gov.in">https://sso.rajasthan.gov.in</a>&gt; Urban Services(Application)&gt;Citizen Services&gt;Payment Gateway for E-Tendering (EMD)</li> <li>After successful online payment, generated receipt is required to be uploaded along with bid document on <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>. Only online payment will be accepted.</li> </ul>
<b>Period of download/ Sale of Bidding Document (Start/ End Date)</b>	<ul style="list-style-type: none"> <li>From----- to ----- up to 6:00 PM</li> </ul>
<b>Date/ Time/ Place of Pre-Bid meeting</b>	<ul style="list-style-type: none"> <li>Date &amp; Time : ----- at 4.00 PM</li> <li>Place: Office of ACTP (NAME OF TOWN) , .</li> </ul>
<b>Date /Time/ Place of Technical Bid Opening</b>	<ul style="list-style-type: none"> <li>Date: ----- at 4:00 PM</li> <li>Place: Office of ACTP (NAME OF TOWN) , .</li> </ul>
<b>Date/ Time/ Place of Financial Bid Opening</b>	Will be uploaded on <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> after evaluation of technical Bids
<b>Bid Validity</b>	90 days from the bid submission deadline
<b>Note:</b>	

- 1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. Generated receipt of online payment should also be uploaded along with the technical Bid/cover.
- 2) In case online payment receipt is not uploaded along with the technical Bid/ cover, technical bid will be considered Non responsive.
- 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 4) Procuring Entity will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
- 6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.  
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)  
e-mail: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in)  
Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
- 7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 10) The provisions of 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 bidding document with the RTPP Act 2012 and Rules 2013 thereto, the later shall prevail.

## Section I: Instruction to Consultants

### Table of Contents

Important

#### Instructions

1. Definitions
2. Introduction
3. Conflict of Interest
  - 3.1.1.1 Conflicting Activities
  - 3.1.1.2 Conflicting Assignments
  - 3.1.1.3 Conflicting Relationships
  - 3.1.4 Unfair Advantage
  - 3.1.5.1 Code of Integrity
  - 3.1.5.2 Breach of Code of Integrity by the Bidder
- 3.2 Eligibility
- 3.3 Pre Condition for Applying
- 3.4 Only One Proposal
- 3.5 Proposal Validity
- 3.6 Bid Securing Declaration/ Bid Security
4. Clarifications and Amendment of RFP documents
5. Preparation of Proposals
  - 5.1 General
  - 5.2 Technical Proposal Format and Content
  - 5.3 Financial Proposal
  - 5.4 Currencies of Proposal and Payments
  - 5.5 Taxes
6. Submission, receipt and opening of Proposals
7. Proposal Evaluation
  - 7.1 General
  - 7.2 Evaluation of Technical Proposals
  - 7.3 Public Opening and Evaluation of Financial Proposals
  - 7.4 Taxes
  - 7.5 Final Evaluation of Financial Bid
9. Award of Contract
  - 9.1 Award of Contract
  - 9.2 Performance Security
  - 9.3 Payments
  - 9.4 Schedules of Payments
10. Confidentiality
11. Grievance Redressal During Procurement

#### Appendix A: Procedure of Appeals



**Important Instruction:-** The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the Act] and the “Rajasthan Public Procurement Rules, 2013” [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal [sppp.rajabsthan.gov.in](http://sppp.rajabsthan.gov.in). Therefore, the Consultants are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the procurement process. If there is any discrepancy between the provisions of the Act and the Rules and this Request for Proposals Document, the provisions of the Act and the Rules shall prevail.

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

		1.1.14	“Similar Assignments” means assignments such as Master Plan/City Development Plan/Zonal Development Plan/Sector Plan/GIS mapping through satellite data or total station survey in the field of urban planning.
		1.1.15	“Sub-Consultant” means entity with whom the Consultant subcontracts any part of the Services.
		1.1.16	“Terms of Reference” (TOR) this Section-IV of RFP, means the document included in the RFP which explains the scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
<b>S. No</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
<b>2.</b>	<b>Introduction</b>		
2.1	General	2.1.1	The Client named in the Bid Data Sheet will select a consulting firm/organisation (the Consultant) in accordance with the method of selection specified in the Bid Data Sheet.
		2.1.2	This RFP consists of the following documents: Section I: Instruction to Consultants (ITC) Section II: Bid Data Sheet (BDS) Section III: Bidding Forms Section IV: Terms of Reference (TOR) Section VA: General Conditions of Contract Section VB: Special Conditions of Contract Section VC: Contract Forms
		2.1.3	The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Bid Data Sheet, for consulting services required for the assignment named in the Bid Data Sheet.  The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
		2.1.4	Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client as well as the concerned town/ towns before submitting a proposal and to attend a pre-proposal conference as specified in the Bid Data Sheet. Attending the pre-proposal conference is optional.
		2.1.5	The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Bid Data Sheet, and make available relevant project data and reports.
		2.1.6	Consultants shall bear all costs associated with the preparation and submission of their proposals and contract



			negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award without assigning any reason and without thereby incurring any liability to the Consultants.
S. No.	Particulars	Clause	Description
3	<b>Conflict of Interest, etc.</b>		
3.1	General	3.1.1	<p>In addition to the provisions of Rule 81, the Procuring Entity requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.</p> <p>The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of the Procuring Entity.</p> <p>Without limitation on the generality of the foregoing, Consultant and any of their affiliates, shall be considered to have a conflict of interest and shall not be hired, under any of the circumstances set forth below:</p>
	Conflicting activities	3.1.1.1	A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods, works or non consulting service resulting from or directly related to the firm's consulting services for such preparation or implementation.
	Conflicting assignments	3.1.1.2	Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatisation of public assets shall not purchase, nor advice purchasers of, such assets.
	Conflicting relationships	3.1.1.3	A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or

			(iii) supervision of the Contract, may not be awarded a Contract.
		3.1.2	Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
		3.1.3	No agency or current employees of the Client shall work as Consultant under their own organisation. Recruiting former employees of the Client to work for their former organisation is acceptable subject to compliance of requirements of respective service rules and provided no conflict of interest exists. When the Consultant nominates any serving government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.
	Unfair Advantage	3.1.4	Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.
	Code of Integrity	3.1.5.1	<ol style="list-style-type: none"> <li>1. The Consultants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process.</li> <li>2. Any person participating in the procurement process shall,- <ol style="list-style-type: none"> <li>a. not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;</li> <li>b. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;</li> <li>c. not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;</li> <li>d. not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;</li> <li>e. not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence</li> </ol> </li> </ol>



			<p>the procurement process;</p> <p>f. not obstruct any investigation or audit of a procurement process;</p> <p>g. disclose conflict of interest, if any; and</p> <p>h. disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring Entity.</p>
Breach of Code of Integrity by the Bidder		3.1.5.2	The Procuring Entity shall, notwithstanding anything to the contrary contained in this RFP, reject a Proposal without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any corrupt, fraudulent, coercive, undesirable or restrictive practices in the Selection Process. In such an event, the Procuring Entity shall, without prejudice to its any other rights or remedies under section 11(3), 46 and Chapter IV of the Act, forfeit and appropriate the Bid Security or any other Security as genuine pre-estimated compensation and damages payable to the Procuring Entity for, inter alia, time, cost and effort of the Procuring Entity in regard to the bid, including consideration and evaluation of such Consultant's Proposal.
		3.1.5.3	Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract.
3.2	Eligibility	3.2.1	A Consultant may be a, private Entity, Government-owned Entity or as permitted in the Bidding document.
		3.2.2	A Consultant, and all parties constituting the Consultant, shall have the nationality of India.
		3.2.3	A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.
		3.2.4	<p>a) A Consultant as on date of bid submission shall not be eligible to apply for this Services Contract in case it has been debarred by Government of Rajasthan or any other Procuring Entity under section 46 of the Act or</p> <p>b) Bidder who previously was involved in zonal plan work in state of Rajasthan, will not be eligible to participate till the finalization of the enquiry by the committee constituted by the state government</p>
		3.2.5	It is the consultant's responsibility to ensure that key experts, other officers of the consultancy's Firm meet the eligibility requirements as per RFP.
3.3	Pre-condition for	3.3.1	i)The Consultant's organization should have been in operations for at least last 10 years with the proof of

	applying		<p>incorporation/ commencement of business as stated under:</p> <p>In case of a company, Registration Certificate issued by Registrar of Companies along with Memorandum of Association (MOA) and Article of Association (AOA) should be submitted.</p> <p>In case of a society, cooperative society, Registration Certificate issued under Societies Registration Act, Cooperative Societies Act along with copy of bye laws be submitted.</p> <p>In case of a partnership firm, Registration Certificate issued by Registrar of Firms along with power of attorney in favor of one partner duly signed by all the partners of the firm.</p> <p>Any other equivalent document in case of any other registered entity.</p> <p><u>Any Bid with absence of proof mentioned above shall be liable for rejection.</u></p> <p>ii) GST Registration Certificate in the name of the Consultant.</p>
3.4	Only one Proposal	3.4.1	<p>The consultant shall submit only one proposal either in its own name and none of its members or individuals shall submit any other proposals. In case more than one proposal from consultant or as a partner of the firm for the town is found, than all the proposals shall stand disqualified.</p>
3.5	Proposal Validity	3.5.1	<p>The Bid Data Sheet indicates how long Consultants' Proposals must remain valid after the last date of submission of Proposals. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.</p>



3.6	Bid Securing Declaration/ Bid Security	3.6.1	<p>Every Consultant shall have to enclose with its Proposal, a Bid Securing Declaration in the specified format given in Bidding Forms [Section III, Bidding Forms] to the effect that in the event of the Consultant withdraws its Proposal after the deadline for submission of Proposals, or does not furnish Performance Security or sign the Agreement after being declared as successful Consultant, it shall be debarred by the Client from taking part in any procurement process undertaken by the Client in three years from the date of debarment.</p> <p>The Bidder shall furnish as part of its Bid, a Bid Security in Indian Rupees. Bid Security shall be 2% of the estimated cost of work i.e. Rs. 4.00 Lakhs.</p> <p>In lieu of Bid Security, a Bid Securing Declaration shall be taken from Departments of the State Government and Public Sector Enterprises, Autonomous bodies, Registered Societies, Cooperative Societies which are owned controlled or managed by the State Government and Public Sector Enterprises of Central Government. For the Bid Securing Declaration the Bidder shall use the form included in Section III, Bidding Forms.</p> <p>Any Bid not accompanied by Bid Security or Bid Securing Declaration, if not exempted, shall be liable to be rejected.</p> <p>Bidder is also required to pay Rs. 6000.00 against cost of bid document &amp; Rs. 1000.00 for RISL Processing fee.</p> <p>Payment of Bidding document Fee, RISL Processing fee &amp; Bid Security is to be paid online through <a href="https://sso.rajasthan.gov.in">https://sso.rajasthan.gov.in</a> portal. The process of online payment is as under:</p> <p><a href="https://sso.rajasthan.gov.in">https://sso.rajasthan.gov.in</a>&gt; UrbanServices(Application)&gt;Citizen Services&gt;Payment Gateway for E-Tendering (EMD). After successful online payment, generated receipt is required to be uploaded along with bid document on <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>. Only online payment will be accepted.</p>
S. No.	Particulars	Clause	Description
4	<b>Clarification and Amendment of RFP Documents</b>		
4.1		4.1.1	<p>Consultants may request a clarification of any of the RFP before or on date of pre bid meeting. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Bid Data Sheet. The Client will upload the clarification on procuring entity's web site. In case the Client deem it necessary to amend the Bid Documents as a result of a clarification, it shall do so following the procedure under clause 4.1.2.</p> <p>No request will be entertained after the date of pre bid meeting in any case</p>
		4.1.2	i. At any time before the submission of Proposals, the

			<p>Client may amend the RFP Documents by issuing an addendum. It shall also be uploaded on the State Public Procurement Portal and the Procuring Entity's website, <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> where available.</p> <p>ii. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals by uploading it on its official website, <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> and State Public Procurement Portal.</p> <p>iii. The Consultants may submit a modified proposal to take into account the amendment of RFP, prior to deadline for submission of proposals.</p>
S. No.	Particulars	Clause	Description
5	<b>Preparation of Proposals</b>		
5.1	General	5.1.1	The Proposal, as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language specified in the Bid Data Sheet.
		5.1.2	<p>In preparing their Proposal, Consultants are expected to examine in detail the RFP document.</p> <p>Material deficiencies in providing the information requested may result in rejection of a Proposal.</p>
		5.1.3	While preparing the Technical Proposal, Consultants must give particular attention to the following:
		5.1.3.1	In this assignments, the Financial Proposal shall quote the amount being bid by the bidder for the assignment which will be valid across the professional man months required and shall not be revised, unless expressly indicated otherwise, in case the man months exceed the agreed time duration for the said services. No payment in addition shall be made for the extra time period.
		5.1.3.2	Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.
		5.1.3.3	Documents as part of the bid, to be submitted by the Consultants for this assignment must be in the languages specified in the Bid Data Sheet. It is desirable that the firm's Personnel have a working knowledge of the Client's national language.
5.2	Technical Proposal Format and Content	5.2.1	The Bid Data Sheet indicates the format of the Technical Proposal to be submitted. The Consultant is required to submit a Full Technical Proposal (FTP) as indicated in the Bid Data Sheet and using the Standard Forms provided in Section III of the RFP. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. Non Submission of complete Tech 1 to 4,



			shall be liable for rejection of Bid Proposals. The Technical Proposal shall provide the information indicated in the following clauses from 5.2.1.1 to 5.2.2. A page is considered to be one printed side of A4 or letter size paper.
		5.2.1.1	<p>The Technical Proposal should include:  Brief description of the Consultants' organization (approximately 2 Pages) and an outline of recent experience (approximately 2 relevant / similar assignments such as Master Plan/City Development Plan/Zonal Development Plan/Sector Plan/GIS mapping through satellite data/total station survey in the field of urban planning) of the Consultant, two assignment of a similar nature is required in Form TECH-2 of Section III. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporation or as one of the major firms within a joint venture.</p> <p>Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.</p>
		5.2.1.2	<p>The consultant shall submit the following along with Technical bid :</p> <ol style="list-style-type: none"> <li>1. Authorization Letter (Clause 6.1.2 of ITC)</li> <li>2. Instructions to Consultant (signed by authorized person), Section I of RFP.</li> <li>3. Bid Data Sheet (signed by authorized person), Section II of RFP.</li> <li>4. Terms of Reference including state government order dated 04.04.2019 (signed by authorized person), Section IV of RFP.</li> <li>5. Technical Bid proforma Tech-1 to Tech-4.</li> <li>6. General Conditions of Contract (signed by authorized person), Section VA of RFP.</li> <li>7. Special Conditions of Contract (signed by authorized person), Section VB of RFP.</li> <li>8. Generated receipt of online Payment.</li> <li>9. Supplementary Documents for pre conditions for applying (as per Clause 3.3.1 of ITC) Registration certificate.</li> <li>10. GST Registration Certificate.</li> <li>11. PAN Card of Firm/Company/Individual etc.</li> </ol>
		5.2.1.3	CVs of the Professional staff shall be signed by the staff themselves with the commitment of association with the

			firm till the completion of the work and countersigned by the Consultant. Otherwise the CV's of the professional staff shall not be considered. (Form TECH-4 of Section III).
		5.2.2	The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared as non-responsive and shall be liable for rejection.
		5.2.3	Non Submission of any of the details mentioned in Clause 5.2.1.1 and complete Tech 1 to 4 shall be liable for rejection of Bid Proposal.
5.3	Financial Proposals	5.3.1	The Financial Proposal shall be prepared using the attached Bidding Forms (Section III).
5.4	Currencies of Proposal and Payments	5.4.1	The unit rates and the Prices shall be quoted by the Consultants entirely in Indian Rupees and all payments shall be made in Indian Rupees as specified in the BDS.
5.5	Taxes	5.5.1	The Consultant and Experts are responsible for meeting all tax liabilities arising out of the Contract.

#### **6. Submission, Receipt and Opening of Proposals**

<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
6.1	Submission, Receipt and Opening of Proposals	6.1.1	The original proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must sign such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section III, and FIN-1 of Section III.
		6.1.2	<p>The Consultant or a person authorised by the Consultants shall digitally sign all pages of the Technical and Financial Proposals and upload in the e-tender system <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>. The authorization shall be in the form of a written power of attorney accompanying the Technical Proposal or in any other form demonstrating that the representative has been duly authorized to sign.</p> <p>The Consultant shall provide the technical and financial proposals in original only as specified in the Bid Data Sheet (BDS). All proposals shall be signed in original. The details in the proposal shall be considered final. Any discrepancies in the proposal may lead to dis-qualification.</p>
		6.1.3	The proposal or its modifications must be uploaded on the websites as indicated in the Bid Data Sheet not later than the time & the date indicated in the Bid Data Sheet or any extension to the date. Any proposal received by the client after the deadline for submission shall be returned unopened.



		6.1.4	The Client shall open the Technical Proposal at the time and place indicated in the Bid Data Sheet.
		6.1.5	<p>The Client's Proposals opening committee shall conduct the opening of the Technical Proposals in the presence of the Consultants or their authorized representatives who choose to attend in person on the opening date, time and the address as stated in the Bid Data Sheet.</p> <p><i>Only one person per firm to be allowed in the opening of Technical bids.</i></p>
<b>7. Proposals Evaluation</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
7.1	General	7.1.1	<p>From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.</p> <p>Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p> <p>While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>
7.2	Evaluation of Technical Proposals	7.2.1	<p>The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in the Bid Data Sheet. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to qualify technically.</p> <p>Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p>
7.3	Public Opening and Evaluation of Financial Proposals	7.3.1	After evaluation of technical bids, the result of the technical evaluation shall also be uploaded on <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a> and financial bids of responsive bids shall be opened.
	Correction of errors	7.3.3	Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

		7.3.3.1	The Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC Clause 7.4 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
7.4	Taxes	7.4.1	Consultant's Financial Proposal shall be inclusive of all taxes, GST and duties in India.
7.5	Final Evaluation of Financial Bids	7.5.1	<p>QCBS method is used: The score for each Financial Proposal is inversely proportional to its ETP and will be computed as follows:</p> $st = \text{technical score as obtained from point acquired}$ $Sf = \text{Financial score} = 1,00 \times Fm/F$ <p>where:</p> <p>Sf is the financial score of the Financial Proposal being, evaluated Fm is the ETP of the lowest priced Financial Proposal</p> <p>F is the ETP of the Financial Proposal under consideration</p> <p>The lowest evaluated Financial Proposal will receive the maximum score of 100 marks</p> <p>Following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by applying a weightage of 0.80 (or eighty percent) and 0.20 (or Twenty percent) respectively to the technical and financial scores of each evaluated qualifying Technical and Financial Proposals and then computing the relevant combined total score for each Consultant.</p> <p>The technical and financial scores shall be added and the Contract will be awarded to the agency which scores maximum points.</p> <p>If negotiation is required, it will be done as per the procedure of RTPP Act, 2012 and RTPP rules, 2013.</p>



<b>9. Award of Contract</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
9.1	Award of Contract	9.1.1	After completing negotiations and clarifications and prior to the expiration of the period of validity of the Proposal, the Procuring Entity shall inform the successful Consultant in writing, by registered post or email, that its Proposal has been accepted. If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the Consultant. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the Consultant given in the Proposal. In the written intimation of acceptance of its Proposal sent to the successful Consultant, it shall also be asked to execute an agreement in the format given in the RFP on a non judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, if applicable, within a period specified in the Bid Data Sheet.
		9. 1.2	If the Consultant, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration within the specified time period, the Procuring Entity shall take action against the successful Consultant as per the provisions of the Act and the Rules. The Procuring Entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates and conditions of successful Consultant, to the Consultant with next lowest.
		9.1.3	The Consultant is expected to commence the assignment on the date and at the location specified in letter of acceptance.
		9. 1.4	The consultancy contract of the assignment will be open competitive bidding as specified in BDS.
9.2	Performance Security	9.2.1	Performance Security shall be solicited from the successful Consultant except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them. The amount of Performance Security shall be five percent of the amount of the Contract. The currency of Performance Security shall be Indian Rupees. The Consultant shall deliver the Performance Security to the

			Procuring Entity within 15 days or such other time period as specified in the Bid Data Sheet, after issue of the Letter of Award or LOI.
		9.2.2	<p>Performance Security (in the favor of, The Secretary (NAME OF TOWN ) , .) shall be furnished in one of the following forms:</p> <ul style="list-style-type: none"> <li>a) Bank Draft or Banker's Cheque of a Scheduled Bank in India; or</li> <li>b) National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of the Procuring Entity with the approval of Head Post Master; or</li> <li>c) Bank guarantee. It shall be in the form given in Section VC, Contract Forms, issued by a Scheduled Bank in India; or</li> <li>d) Fixed Deposit Receipt (FDR) of a Scheduled Bank in India. It shall be in the name of the Procuring Entity on account of Bidder and discharged by the Bidder in advance. The Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand to the Client without requirement of consent of the Consultant concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.</li> </ul> <p>Performance Security furnished in the form of a document mentioned at options (a) to (d) above shall remain valid for a period of sixty days beyond the date of completion of the services and all contractual obligations of the Consultant.</p>
		9.2.3	<ul style="list-style-type: none"> <li>I. Forfeiture of Performance Security : Amount of Performance Security in full or part may be forfeited in the following cases :-</li> <li>II. when the Consultant does not execute the agreement in accordance with ITC Clause 9.1 [Award of Contract] within the specified time; after issue of letter of invitation of offer; or</li> <li>III. when the Consultant fails to commence the Services as per Letter of Award within the time specified; or</li> <li>IV. when the Consultant fails to complete the Services satisfactorily within the time specified; or</li> <li>V. when any terms and conditions of the contract is breached; or</li> <li>VI. to adjust any accepted dues against the Consultant from any other contract with the Procuring Entity; or</li> <li>VII. If the Consultant breaches any provision of the Code</li> </ul>



			<p>of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and ITC Clause 3.1.</p> <p>VIII. Notice of reasonable time will be given in case of forfeiture of Performance Security.</p> <p>IX. The decision of the Client in this regard shall be final.</p>
9.3	Payments	9.3.1	All payments shall be made in Indian Rupees.
9.4	Schedule of Payments	9.4.1	Payment Schedule will be as specified in the Bid Data Sheet.
<b>10. Confidentiality</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
10	Confidentiality	10.1	In addition to the restrictions specified in section 49 of the Act and Rule 77 of the Rules, all information contained in this RFP should be treated as commercially confidential and the Consultants are required to limit dissemination on a need-to-know basis. Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.
<b>11. Grievance Redressal During Procurement Process</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
11	Grievance Redressal	11.1	Any grievance of a Consultant pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the BDS, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules and as given in Section I, Appendix A to this ITC.



## Appendix A : Procedure of Appeals

### 1. Filing an appeal

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

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

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

2. The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
3. If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in ITC Clause 11.1 in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
4. Appeal not to lie in certain cases

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

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

### 5. Form of Appeal

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

### 6. Fee for filing appeal

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

7. Procedure for disposal of appeal

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



**FORM No. 1**

[See rule 83]

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

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

1. Particulars of appellant:
  - i. Name of the appellant:
  - ii. Official address, if any:
  - iii. Residential address:
2. Name and address of the respondent(s):
  - i.
  - ii.
3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Grounds of appeal: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Supported by an affidavit)
7. Prayer:  
\_\_\_\_\_  
\_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

Appellant's Signature

## Section II: Bid Data Sheet

ITC clause Reference	
2.1.1	<p><b>The Procuring Entity (Client) with full address:</b></p> <p>----- ----- -----</p> <p><b>Method of selection: QCBS(80:20)</b></p>
2.1.3	<p>Financial Proposal to be submitted together with Technical Proposal in a separate envelope.</p> <p><b>Name of the assignment is: Consultancy Services for Preparation of GIS application based Zonal Development Plans for -----(Name of UIT/DA/ULB)</b></p>
2.1.4	<p>The Pre-Bid conference will be held on ----- at 4:00 PM in the office of Additional Chief Town Planner, (NAME OF TOWN) , ..</p> <p><b>Name and Designation of the convener:</b>Sh. ----- ----- ----- -----</p>
2.1.5	<p>The Client will provide the inputs and facilities: To be provided as per scope of work and TOR.</p>
3.5.1	<p>Proposals must remain valid for <u>90</u> days after the last date for submission of proposal.</p>
4.1.1	<p>For clarification purposes only, the Procuring Entity's (Client's) address is: <b>Name and Designation of the convener:</b> <b>Name and Designation of the convener:</b>Sh. ----- ----- ----- -----</p> <p><b>Mobile No.:</b> -----Any query, clarifications, suggestions on RFP document should be submitted on or before ----- i.e. date of prebid meeting.</p>
5.1.1	<p>All related correspondence exchanged by the Consultants and the Client, shall be in the English/Hindi language.</p>
5.1.3.3	<p>All documents which are to be submitted by the consultant for the assignment must be in Hindi / English languages.</p>
5.2.1	<p>The format of the Technical Proposal to be submitted will be as Full Technical Proposal (TECH-1 to TECH-4).</p>
5.4.1	<p>The Price for the Services shall be expressed in Indian Rupees</p> <p>The payments shall be made in Indian Rupees.</p>



6.1.4	All the proposals shall be uploaded/submitted on <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>															
6.1.5	<p><b>The opening of technical bid shall take place at:</b> Office of The ----- <b>Date</b>----- <b>Time</b>:4:00 PM</p>															
7.2.1	<p><b>The minimum criteria for qualifying the bidder technically shall be as follows:</b></p> <table><tr><th>S.No.</th><th>Criteria</th><th>Min.</th></tr><tr><td>i.</td><td>Experience of bidder in preparation of similar GIS application based assignments such as Master Plan/City Development Plan/Zonal Development Plan/Sector Plan etc in the field of urban planning.</td><td>5 years</td></tr><tr><td>ii.</td><td>Minimum Number of Key Personnel<ul style="list-style-type: none"><li>Urban Planner (Min. Experience of 5 Year)</li><li>GIS Expert (Min. Experience of 2 Year)</li><li>Civil Engineer (Min. Experience of 2 Year)</li></ul></td><td>1 nos. 1 nos. 1 nos.</td></tr><tr><td>iii.</td><td>Preparation of GIS application based Master Plan/City Development Plan/Zonal Development Plan/Sector Plan/ in the field of urban planning in the cities having population of more than 3 lakhs as per census 2011 in previous 3 years.. Experience Certificate shall be signed not below the rank of an Executive Engineer</td><td>2 projects covering minimum area as 100 sqkm</td></tr><tr><td>iv.</td><td>Annual Turnover ( last 5 years i.e.2014-15 2015-16, 2016-17, 2017-18 and 2018-19)</td><td>Rs. 2.00 cr in each years of previous 5 years</td></tr></table> <p><b>Note:</b> 1. Copy of turnover , audited balance sheet duly certified by CA may be submitted for the year 2014-15 to 2018-19.</p>	S.No.	Criteria	Min.	i.	Experience of bidder in preparation of similar GIS application based assignments such as Master Plan/City Development Plan/Zonal Development Plan/Sector Plan etc in the field of urban planning.	5 years	ii.	Minimum Number of Key Personnel <ul style="list-style-type: none"><li>Urban Planner (Min. Experience of 5 Year)</li><li>GIS Expert (Min. Experience of 2 Year)</li><li>Civil Engineer (Min. Experience of 2 Year)</li></ul>	1 nos. 1 nos. 1 nos.	iii.	Preparation of GIS application based Master Plan/City Development Plan/Zonal Development Plan/Sector Plan/ in the field of urban planning in the cities having population of more than 3 lakhs as per census 2011 in previous 3 years.. Experience Certificate shall be signed not below the rank of an Executive Engineer	2 projects covering minimum area as 100 sqkm	iv.	Annual Turnover ( last 5 years i.e.2014-15 2015-16, 2016-17, 2017-18 and 2018-19)	Rs. 2.00 cr in each years of previous 5 years
S.No.	Criteria	Min.														
i.	Experience of bidder in preparation of similar GIS application based assignments such as Master Plan/City Development Plan/Zonal Development Plan/Sector Plan etc in the field of urban planning.	5 years														
ii.	Minimum Number of Key Personnel <ul style="list-style-type: none"><li>Urban Planner (Min. Experience of 5 Year)</li><li>GIS Expert (Min. Experience of 2 Year)</li><li>Civil Engineer (Min. Experience of 2 Year)</li></ul>	1 nos. 1 nos. 1 nos.														
iii.	Preparation of GIS application based Master Plan/City Development Plan/Zonal Development Plan/Sector Plan/ in the field of urban planning in the cities having population of more than 3 lakhs as per census 2011 in previous 3 years.. Experience Certificate shall be signed not below the rank of an Executive Engineer	2 projects covering minimum area as 100 sqkm														
iv.	Annual Turnover ( last 5 years i.e.2014-15 2015-16, 2016-17, 2017-18 and 2018-19)	Rs. 2.00 cr in each years of previous 5 years														

7.2.2

S.No	Criteria	% Weight	Maximum Marks
<b>I</b>	<b>Firms General Experience &amp; Experience in Similar Assignments</b>		<b>100</b>
<b>A</b>	<b>General Experience in GIS application based master plan / Regional Planning,/Zonal Planning/ Development plan/, GIS Base Map Preparation in previous 10 years</b>	<b>15%</b>	<b>15</b>
i.	Less than 3 towns	0%	0
ii.	for 3 or more than 3 but less than 5 towns	50%	7.5
iii.	5 or more than 5 but less than 8 towns	66.66%	10
iv.	8 or more than 8 towns	100%	15
<b>B</b>	<b>Experience in previous 3 years for Similar Projects for preparation of GIS application Based - Master /development Plan on going/completed towns duly certified not below the rank of an executive Engineer</b>	<b>40%</b>	<b>40</b>
i.	Experience of Preparation of GIS Based Master Plan for 1 town		
	Towns/ULBs/Municipality having population more than 1 million, with area not less than 500 Sqkm	10	10
ii.	Experience of Preparation of GIS Based Master Plan for 2 town		
	Towns/ULBs/Municipality having population more than 3 lacs million, with area not less than 200 Sqkm	10	10
iii.	Experience of Preparation of GIS Based Master Plan for 3 town		
	Towns/ULBs/Municipality having population more than 3 million, with area not less than 200 Sqkm	10	10
iv.	Experience of Preparation of GIS Based Thematic mapping of all utilities for any 1 town having population more than 5 lacs as per census 2011	10	10
<b>C</b>	<b>Consultant Response To TOR And Suggested Methodology</b>	<b>25%</b>	<b>25</b>
<b>I</b>	<b>Understanding of Objectives</b>	<b>40%</b>	<b>10</b>
	General Understanding (40%)		4.0
	Components coverage (40%)		4.0
	Site Visit (20%)		2.0
<b>II</b>	<b>Quality of Methodology</b>	<b>40%</b>	<b>10</b>
<b>III</b>	<b>Innovativeness/Comments on Terms of Reference</b>	<b>10%</b>	<b>2.5</b>
<b>III</b>	<b>Work Program</b>	<b>10%</b>	<b>2.5</b>
<b>D</b>	<b>Key Personnel</b>		<b>20</b>
<b>I</b>	<b>Team Leader – 1( Post graduate in urban planning Not below the rank of Ex-chief Town planner )</b>	<b>75%</b>	<b>15</b>
<b>a</b>	Leadership Experience for minimum 2 yrs as chief town planner	10%	1.50
<b>b</b>	General Experience as town planner , minimum 25 years experience	20%	3.0
<b>c</b>	Relevant latest Project Experience in GIS master plan/development plan for any 10 towns in previous 3 years	50%	7.5
<b>d</b>	Experience in Externally Funded/GOI Funded Projects	20%	3.0
<b>II</b>	GIS expert: Post graduation in Geo informatics or equivalent degree with minimum 5 years experience in GIS applications , weightage of consultancy experience will be given for work with any town planning depart. as consultant	25%	5.0

9.1.1 The time period within which the successful Consultant shall have to submit Performance Security and sign the Contract Agreement after issue of LOA or LOI by the Client is: 15 days.

9.1.3 Date for commencement of consulting services is within 15 days after issue of notice to proceed.



9.2.1	Performance Security or Performance Security Declaration shall be required from the successful consultant. The amount of Performance Security shall be @ 5 % of the Contract amount.
9.4.1	The schedule of Payments shall as per TOR.
11.1	<p>The Designation and Address of the First Appellate Authority is</p> <p>-----</p> <p>-----</p> <hr/> <p>The Designation and Address of the Second Appellate Authority is</p> <p>Addl. Chief Secretary/ Principal Secretary/Secretary Urban Development and Housing Department Government of Raj. Jaipur.</p>

## Section III: Bidding Forms

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

*Checklist of Required Technical Proposal Forms*

S. No.	FORM	DESCRIPTION
1.	TECH-1	Technical Proposal Submission Form.
2.	TECH-2	Consultant's Organization and Experience.
3.	TECH-3	Curriculum Vitae (CV's).
4.	TECH-4	Financial Turnover

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



## Form TECH-1

### TECHNICAL PROPOSAL SUBMISSION FORM

---

{Location, Date}

To  
The Secretary,  
-----  
-----

Dear Sir,

We, the undersigned, offer to provide the consulting services for The Preparation of GIS application based Zonal Development Plans of ---( name of town )in accordance with your Request for Proposals and our Proposal Lowest Cost Basis "We are hereby submitting our Proposal online, which includes this Technical Proposal and a Financial Proposal separate covers."

We hereby declare that:

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

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

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

We remain,

Yours sincerely,

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

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

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

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

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

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

**CONSULTANT'S ORGANIZATION AND EXPERIENCE**

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

**Consultant's Experience**

1. List only previous similar assignments successfully completed (details regarding work orders & Completion Certificates needs to be attached.)

**Tech -2 (Part-1) Details of Consultants Experience in similar assignments for more than 5 years**

S.No.	Details of Similar Assignments	Name of Client	Period of Execution	Amount of work

**Note:** Above details must be supported by experience certificate from competent authority falling which experience will not be considered.

2. List only those assignments for which the Consultant was legally contracted by the Client as a company. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

**Tech-2 Part II**

Duration (Years)	Assignment name/& brief description of main deliverables/ outputs	Name of Client	Contract Value/Amount Paid to Your Firm	Role on the Assignment
2012-2013 onwards	Pl make Tech part II -A and Tech part II - B for the Assignment as desired for minimum qualification and QCBS criteria respectively			

**Note:** Above details must be supported by experience certificate from competent authority falling which experience will not be considered.



## FORM TECH-3

### CURRICULUM VITAE (CV)

(Please affix a recent passport size coloured photograph)

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

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

---

---

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

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

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

**Certification:**

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

---

Name of Expert

Signature

Date

{day/month/year}

---

Name of the Consultant or his

Date

Counter Signature

Authorised Signatory

(the same who signs the Proposal)



## FINANCIAL RESOURCES AND CAPABILITY (on CA LETTER HEAD)

1. Name of Bidder
2. Total financial turnover purely from hard core consultancy services achieved by the bidder in the last five financial years:

Year	Turnover (In lacs as per P&L account)
I. 2014-15	
II. 2015-16	
III. 2016-17	
IV. 2017-18	
V. 2018-19	

**Note:** Balance Sheets and Profit & Loss Accounts for the last five financial years should be enclosed. Bidder should have financial turnover of at least 200.00 lakhs in any three (3) year of last five (5) financial years.

3. Has the bidder debarred in previous 2 years from, tendering for Central Government/any State Government/any Government undertaking and still not allowed to be participating in tendering process, details if any for the such cases are to be attached in support of eligibility of the bid?

Yes/No If yes, give details with all supporting documents

4. Has the bidder ever been declared insolvent? Yes/No If yes, give details
5. Name(s) and Branch(s) of bidder's Bankers

I/We  
hereby certify that the above information is correct to the best of my/our knowledge and belief.

Date :

Signature, seal By bidder

Signature, seal and licence No of  
Chartered Accountant

The present price level for financial turn over during the previous years, value shall be given weight age of 10% per year as follows.

- |                           |   |      |
|---------------------------|---|------|
| (a) for Last year         | - | 1.00 |
| (b) for One Year before   | - | 1.10 |
| (c) for Two Year before   | - | 1.21 |
| (b) for Three Year before | - | 1.33 |
| (b) for Four Year before  | - | 1.46 |

For current year, the price level shall be 1.0

## Form of Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

RFP No.: *[insert number of Request for Proposals]*

To  
Secretary  
-----

We, the undersigned, declare that:

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

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

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

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

Signed: \_\_\_\_\_

*[insert signature of person whose name and capacity are shown]*

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

*[insert legal capacity of person signing the Bid-Securing Declaration]*

Name: \_\_\_\_\_

*[insert complete name of person signing the Bid-Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_

*[insert complete name of Bidder]*

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

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

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

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

### Declaration by the Bidder

In relation to my/our Proposal submitted to -----for The Preparation of GIS



application based Zonal Development Plans of ---( name of town ).I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

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

**Date:**

**Signature of bidder**

**Place:**

**Name :**

**Designation:**

**Address:**

## Section IV: Terms of Reference

### TERMS OF REFERENCE (TOR) INCLUDING DESCRIPTION OF SERVICES FOR PREPARATION OF ZONAL DEVELOPMENT PLANS

Town Planning Department of -----had prepared Master Plan -2031 for (Name of town ) To implement these Master Plans in right earnest spirit the State Government has taken a decision for preparation of Zonal Development Plans for all cities of Rajasthan. The bidder has to prepare all the Zonal Development Plans of (Name of town )

S. No.	Name of Zonal Development Plan	Area to be covered in Hec. (approx.)
1	To prepare objection and suggestion of existing draft master plan	
1	To Developed/Urbanizable Area of Master Plan 2031	
2	To Periphery control belt area of Master Plan 2031.	

Note:- Undeveloped/open area in urbanizable portion of master plan have been included under the area of periphery control belt.

#### **Delineation of zone boundary**

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

#### **Scope of work**

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

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

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

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

- All physical/natural features such as roads, railway lines, canal, river, water body, forest, existing development with uses, etc.

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

The map should be prepared at a scale of 1:4000 or as may be decided in consultation with the concerned officer of the UIT Kota and shall be prepared both in black & white and colour. Legend and all other writing works/details on the Base Map shall be in both Hindi and English.

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

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

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

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

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

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

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

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

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



The consultant shall facilitate the UIT Kota for superimposition of Master Plan land uses on the final base map and to prepare the Draft Zonal Development Plan showing road network, area for reservation of water bodies & forests, etc. as per revenue record and zones specific provisions, if any along with brief report. Zonal level facilities shall be assessed after analyzing the deficiency of respective zones which will be proposed on the Government land available in the zone.

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

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

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

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

The consultant shall facilitate the Client to document all the objections/suggestion received and to prepare a brief report of all the objections/suggestions with their site report, location on draft Zonal Development Plan with recommendations which shall be sent it to the Town Planning Department.

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

After receipt of objections/suggestions report from ULB, the Senior Town Planner of Zonal/ Regional Office of Town Planning Department shall examine and prepare final Zonal Development Plan along with the report. The report shall also contain details of any changes/modifications required, if any, in Master Plan due to ground conditions etc. The Final ZDP will be sent to the ULB after technical approval. The consultant shall facilitate for completion of above work.

#### **Stage-9: Approval of the Zonal Development Plan by local authority & State Govt.**

The Zonal Development Plan shall be submitted before the Trust and in case of municipal bodies to the competent authority as per provision of law for its approval. The consultant shall incorporate any changes or modifications suggested by the competent authority. If any modification is required in the Master Plan then the same shall be forwarded to the State Government for its approval.

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

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

#### Payment schedule:

SL. No.	Stages of Work	Payment Schedule
1.	Stage-1 (i)	10%
2.	Stage-1 (ii)*	10%
3.	Stage-2 & Stage-3	15%
4.	Stage-4 & Stage-5	15%
5.	Stage-6, Stage-7 & Stage-8	20%
6.	Stage-9	10%
7.	Stage-10	10%
8.	Remaining amount to be paid after submitting the hard and soft copies of ZDP in the required nos. and all required data to the Client and approval of ZDP by State Govt.	10%
	Total	100% of Fee
	For objection and suggestion of existing master plan	a) 50% for inviting/updating the existing objection b) Balance 50 % on completion and incorporation of objection and suggestion in Master plan

\*Payment of this work shall be made by the Client on completion of work mentioned as above. The consultant shall have to complete this work within the time frame.

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

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



## WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

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

Stage	Stages for the preparation of Zonal Development Plan	Time Period
Stage-1	(After delineation of zone boundary) (i) Collection of data and Preparation of detailed Zonal Base Map using existing land use of master plan and base map prepared on GIS platform by DoIT.	60
Stage-2	Superimposition of all Commitments, Revenue Maps, Government Lands, natural/major physical features, etc. and superimposition of Municipal/ Ward boundary on the base map.	30
Stage-3	Ground verification of detailed Base Map. Verification of Revenue Map superimposition on base map	30
Stage-4	Finalization of detailed Zonal Base Map	30
Stage-5	Superimposition of detailed zonal base map and Master Plan & Preparation of Draft Zonal Development Plan and report	30
Stage-6	Inviting Objections/ Suggestions on Draft ZDP.	20
Stage-7	Processing of Objections/ Suggestions.	30
Stage-8	Finalization of objections/suggestions report and technical approval of the Draft Zonal Development Plan.	30
Stage-9	Approval of the Zonal Development Plan by local authority/State Government.	15
Stage-10	Publication of final Zonal Development Plan.	Immediately after approval
	TOTAL time for preparation of ZDP	275

**\*Note:** The property level detailed base map is required by the Urban Local Bodies for various municipal services such as building plan approval, UD tax, regulating development, land title, change in land use etc. After completion of stage 1 the work of property level detailed base map shall be carried out simultaneously within 90 days and this task will be considered in stage 5 hence this task should be completed up to stage 5.



### **Some important Terms & Conditions:**

- (1) If there is any discrepancy between TOR and state govt. office order No. F18(35)/UDD/Sector Plan/2015/2967-3207 date 04-04-2019, the office order dated 04-04-2019 shall prevail over TOR. The copy of office order dated 04-04-2019 issued by UDH and LSG department of GOR is also enclosed herewith.
- (2) As per CTP office order dated 29.03.2019 ShDTP (Name of town )shall be the Nodal Officer for coordinating with the consultant and with Local Bodies, other agencies and departments.
- (3) The consultant shall provide hard copies/soft copies of all maps in coloured and black & white (both) at each stage to the Town Planning Office in 5 nos.).
- (4) The consultant shall provide coloured and black & white hardcopies of Draft Zonal Development Plan in 40 & 10 nos. respectively along with softcopy in 25 nos. Finally approved Zonal Development Plan in 80 & 20 nos. respectively along with softcopy in 100 nos.
- (5) Stage wise payment shall be made by the Client to the consultant after acceptance of the stage-wise work and verification by the competent authority.
- (6) The consultant is required to incorporate the suggestions given by Town Planning Department/(Name of town ).
- (7) The consultant shall prepare the Base Map on GIS format.
- (8) The consultants are required to submit all deliverables to the Client or to the Town Planning Office as per requirement.
- (9) The consultant is required to submit the interim progress status periodically (weekly) to Client as well to Town Planning office. Monitoring of the entire work shall be done by Senior Town Planner of Town Planning Office.
- (10) Any difficulties/issues faced by the consultant should be immediately reported to Senior Town Planner/Deputy Town Planner of the Town Planning of (NAME OF TOWN ) , . so as to avoid unnecessary delay in achieving the assigned Task.
- (11) All the primary data (satellite imageries, topo-sheets, survey maps, etc) procured and used for the preparation of Base Map has to be submitted in original by the consultant to the Town Planning Section of the Client.
- (12) All detailed materials required for the preparation of Zonal Development Plan is exclusive property of the Client/Town Planning Department and cannot be used without permission for other uses. All the collected data in original shall be submitted to Client or Town Planning Department.
- (13) The decision of Procuring Entity shall be final in all the matters of TOR including matters requiring interpretation, resolution of dispute, relaxation, etc.

**राजस्थान सरकार**  
**नगरीय विकास आवासन एवं स्वायत्त शासन विभाग,**

क्रमांक: F18(35)UDD/Sector plan/2015 १९६१-१९७१ दिनांक: 14 APR 2019

**—आदेश—**

पिछले कुछ दशकों से राज्य में शहरीकरण एवं नगरीय विस्तार में तीव्रगति से वृद्धि हुई है। शहरीकरण एवं नगरीय विस्तार की तीव्र गति के परिणामस्वरूप भू-उपयोग पर निरन्तर दबाव के फलस्वरूप एवं नगरीय क्षेत्रों में आर्थिक गतिविधियों, सामाजिक एवं आधारभूत सुविधाओं, यातायात व परिवहन व शहरी फैलाव, आवासों की कमी, पर्यावरण आदि अनेक नागरिक सुविधाओं से संबंधित चुनौतियां सामने आयी हैं। नगरीय विकास एवं विस्तार को सुनियोजित रूप से किये जाने हेतु दीर्घकालीन योजना होना आवश्यक है।

राज्य सरकार द्वारा राज्य के लगभग समस्त नगरीय निकायों के मास्टर प्लान अधिसूचित किये जा चुके हैं। मास्टर प्लान के प्रस्तावों व नीतियों की प्रभावी ढंग से क्रियांविति किये जाने हेतु विस्तृत योजना आवश्यक है। इसी तथ्य को दृष्टिगत रखते हुए राज्य सरकार द्वारा राज्य के समस्त नगरीय क्षेत्रों हेतु लागू मास्टर प्लान के क्षेत्र के क्षेत्रों में सम्मिलित नगरीय व कृषि भूमि के "जोनल डवलपमेंट प्लान" तैयार किये जाने का निर्णय लिया गया है।

जोनल डवलपमेंट प्लान, नगरीय विकास को सुव्यवस्थित तरीके से करने के लिए विस्तृत नियम और दिशा-निर्देश प्रदान करता है और नगरीय विकास को नियोजित तरीके से बढ़ावा देता है। नगरीय क्षेत्र के सतत विकास हेतु समस्त आधारभूत सुविधाएँ स्थानीय पहुँच में उपलब्ध कराकर स्थानीय निवासियों को लाभान्वित किये जाने हेतु आवश्यक आधारभूत सुविधाओं का जोनल डवलपमेंट प्लान में चिन्हिकरण कर उपलब्ध कराया जाना जोनल डवलपमेंट प्लान का प्रमुख उद्देश्य है।

माननीय राजस्थान उच्च न्यायालय, जोधपुर द्वारा जनहित याचिका संख्या 1554/2004 गुलाब कोठारी बनाम राज्य सरकार एवं अन्य हेतु समय-समय पर जोनल डवलपमेंट प्लान के संबंध में निम्नानुसार निर्देश प्रदत्त किये गये हैं:-

Directions as per decision dated 12.01.2017

- (i) The Development Authorities and the State Government shall ensure that Master Development Plan of a city/town prepared under the relevant statutes is a comprehensive and self explanatory document providing for preservation, conservation and development of eco- sensitive zone/ ecological zone/green area, peripheral control belt, natural scenery, city forest, wildlife natural resources and landscaping as also allocation of land for different uses such as residential, commercial, industrial, institutional, cultural complexes, tourist complexes, open spaces, garden, recreational centres, amusement parks, zoological gardens, animal sanctuaries, dairies and health resorts etc.

WP



- (ii) Simultaneously with the preparation of Master Development Plan or immediate thereafter, as contemplated by section 4 of UIT Act and section 22 of Act No. 25 of 1982 and the other relevant statutes, the authority concerned shall proceed with the preparation of Zonal Development Plan for each Zone clearly specifying the location and extent of the and uses proposed in the Zones for such things as public buildings and other public works and utilities, roads, housing, recreation, industry, park, business markets, schools, public and private open spaces etc.
- (iii) The sanctity of Master Development Plan or the Zonal Development Plan finally sanctioned shall be maintained and all development schemes of the various zones and the development work to be undertaken by the local authority or private entrepreneurs or anybody else during the operative period thereof, shall conform to the landuses as specified under the Master Development Plan or Zonal Development Plan as the case may be.

Directions as per decision dated 15.12.2018

- a) The direction issued by this Court vide directions No. (ii) & (iii) directing preparation of Zonal Development Plan for each zone simultaneously with the preparation of Master Development Plan or immediately thereafter, are reiterated and the modification of the said directions as prayed for, is declined.
- e) The respondents are further directed not to permit conversion of land use/regularisation of unauthorised colony or individual unauthorised constructions until and unless the Zonal Development Plan and Sector Plans for the local area concerned governed by Master Development Plan are prepared, finalised and notified in accordance with law. Further, the conversion of the land use or regularisation of unauthorised development shall not be permitted unless the unauthorised development undertaken fulfils the norms laid down for requisite infrastructure facilities and amenities and conforms to the Master Development Plan/Zonal Development Plan/Sector Plans/Schemes duly notified.

48

उक्त निर्देशों की पालना हेतु राज्य सरकार के आदेश क्रमांक एफ.59 एसटीपी/डीएलबी/रिव्यू ऑफ एम.पी./14/2519 दिनांक 10.01.2018 एवं आदेश क्रमांक F18(35)UDD/Sector plan/2015 दिनांक 07.06.2018 द्वारा राज्य के समस्त नगरीय निकायों में जहां मास्टर प्लान लागू है, जोनल डवलपमेंट प्लान तैयार करने हेतु निर्देशित किया गया था। उक्त आदेश के तहत जोनल डवलपमेंट प्लान तैयार किये जाने की क्रियान्विति भी निर्धारित की गई है। उक्त आदेशों के क्रम में उल्लेखित है की जोनल डवलपमेंट प्लान तैयार किये जाने हेतु



प्रत्येक निकाय क्षेत्र की जोन सीमा (Zone Boundary) का परिसीमन (Delineate) कर आगामी कार्यवाही की जानी है।

जोनल डवलपमेंट प्लान में वर्तमान में लागू मास्टर प्लान की भू-उपयोग योजना को अध्यारोपित (Super-impose) कर प्रमुख भू-उपयोग यथावत् रखते हुये विभिन्न स्थलों पर एवं मौका स्थिति के कारण हुए वर्तमान भू-उपयोग व मास्टर प्लान में दर्शित भू-उपयोगों से भिन्न हो चुके भू-उपयोगों के विश्लेषण हेतु पृथक से मानचित्र भी तैयार किया जावेगा।

जोनल डवलपमेंट प्लान के कार्य को समयबद्ध तरीके से पूर्ण करने हेतु स्थानीय निकाय एवं नगर नियोजन विभाग के क्षेत्रीय कार्यालय स्तर पर किये जाने वाले कार्य एवं इन-हाउस व आउट-सोर्स से किये जाने वाले कार्य हेतु विभिन्न चरणों (Stages) एवं समय सीमा का निर्धारण निम्नानुसार किया जाता है:-

विभिन्न चरणों (Stages) के अनुसार जोनल डवलपमेंट प्लान तैयार करने की रूप रेखा				
चरण (Stage)	जोनल डवलपमेंट प्लान के कार्यों (Activities) का विवरण	विभाग का नाम जिससे, कार्य संबंधित है।	कार्य का प्रकार जिसके द्वारा कार्य किया जाना है। इन-हाउस/आउट-सोर्स	कार्य की समय सीमा (दिवस में)
आरम्भिक चरण	जोन सीमा का परिसीमन (Delineate)	नगर नियोजन विभाग	इन-हाउस	
चरण-1	डाटा संग्रहण, मास्टर प्लान के विद्यमान भू-उपयोग तथा सूचना प्रौद्योगिकी विभाग(DotIT) द्वारा जी.आई.एस.प्लेटफॉर्म (GIS Tools) पर तैयार बेसमैप को काम में लेते हुए विस्तृत जोनल बेसमैप तैयार करना।	नगर नियोजन विभाग द्वारा स्थानीय निकाय की सहायता से	जीआईएस विशेषज्ञ की सेवाएँ प्राप्त कर नगर नियोजन विभाग द्वारा स्थानीय निकाय की सहायता से	60
चरण-2	राजस्व नक्शों(Revenue Maps), सरकारी भूमि, प्राकृतिक/भौगोलिक विशेषताओं, (Natural/Physical Features), वायदा/वचनबद्धता(Commitments) से संबंधित भूमियों तथा नगरीय निकाय/ वार्ड सीमा आदि को उपरोक्तानुसार जोनल डवलपमेंट प्लान के प्रथम चरण के मानचित्र पर अध्यारोपित करना।	संबंधित नगरीय निकाय द्वारा नगर नियोजन विभाग की देख-रेख में	आउट-सोर्स	30
चरण-3	(i) उपरोक्तानुसार द्वितीय स्तर तक तैयार बेसमैप का जमीनी/मौका सत्यापन(Ground Verification)	संबंधित नगरीय निकाय तथा नगर नियोजन विभाग	इन-हाउस	30

	(ii) बेसमेप पर अध्यारोपित राजस्व नक्शों का सत्यापन	संबंधित नगरीय निकाय तथा राजस्व विभाग का स्थानीय कार्यालय	राजस्व विभाग द्वारा	
चरण-4	चरण-3(i) के अनुसार विस्तृत जोनल बेसमेप को अंतिम रूप दिया जाना।	नगर नियोजन विभाग द्वारा स्थानीय निकाय की सहायता से	इन-हाउस	30
चरण-5	चरण-4 एवं 3(ii) के अनुसार तैयार जोनल बेसमेप एवं मास्टर प्लान को अध्यारोपित कर प्रारूप जोनल डवलपमेन्ट प्लान के मानचित्र तथा रिपोर्ट भी तैयार करना।	नगर नियोजन विभाग द्वारा स्थानीय निकाय की सहायता से	जीआईएस विशेषज्ञ सेवार्थे प्राप्त कर नगर नियोजन विभाग द्वारा स्थानीय निकाय की सहायता से	30
चरण-6	उपरोक्तानुसार चरण-5 के अनुसार तैयार प्रारूप जोनल डवलपमेन्ट प्लान हेतु आपत्ति/सुझाव आमंत्रित करना।	नगर नियोजन विभाग के परामर्श से संबंधित नगरीय निकाय द्वारा	इन-हाउस	20
चरण-7	प्राप्त आपत्ति/सुझावों का अध्ययन एवं विश्लेषण कर प्रारंभिक तथ्यात्मक रिपोर्ट तैयार करना	नगर नियोजन विभाग के परामर्श से संबंधित नगरीय निकाय द्वारा	इन-हाउस	30
चरण-8	आपत्ति/सुझाव रिपोर्ट को अंतिम रूप देना तथा प्रारूप जोनल डवलपमेन्ट प्लान का तकनीकी अनुमोदन करना।	संबंधित नगरीय निकाय के परामर्श से नगर नियोजन विभाग द्वारा	जीआईएस विशेषज्ञ सेवार्थे प्राप्त कर नगर नियोजन विभाग द्वारा स्थानीय निकाय की सहायता से	30
चरण-9	जोनल डवलपमेन्ट प्लान का राज्य सरकार से अनुमोदन।	संबंधित नगरीय निकाय द्वारा नगर नियोजन विभाग से परामर्श कर	इन-हाउस	15

42

चरण-10	जोनल डवलपमेन्ट प्लान का प्रकाशन।	संबंधित नगरीय निकाय द्वारा नगर नियोजन विभाग से परामर्श कर	इन-हाउस	अनुमोदन उपरान्त
जोनल डवलपमेन्ट प्लान तैयार करने की कुल समयावधि				275
नोट :-संपत्ति स्तर का बेसमेप: उपरोक्तानुसार चरण-1 पूर्ण करने के उपरान्त संपत्ति स्तर का बेसमेप कार्य भी समानान्तर रूप से आउट-सोर्सिंग के माध्यम से 90 दिवस में किया जाना आवश्यक होगा उक्त कार्य चरण-5 के कार्य में सम्मिलित किया जाना होगा।				

जोनल डवलपमेन्ट प्लान के विभिन्न चरणों का विस्तृत रूपरेखा-विवरण निम्नानुसार है:-

#### 1. जोन की सीमाओं का सीमांकन।

शहर के डवलपमेन्ट जोन की सीमाओं का सीमांकन मास्टर प्लान में निर्धारित प्लानिंग जोन की सीमा के अनुसार प्राथमिकता देते हुए नगर नियोजन विभाग के क्षेत्रीय कार्यालय में पदस्थापित वरिष्ठ नगर नियोजक/उप नगर नियोजक के द्वारा किया जाना है। उक्त सीमाओं का सीमांकन प्राकृतिक एवं भौतिक विशेषताओं, प्रमुख सड़कों तथा मास्टर प्लान में प्रस्तावित भू-उपयोगों को मध्यनजर रखते हुए भी सीमांकन आवश्यकतानुसार किया जा सकता है। किसी भी शहर के जोनल डवलपमेन्ट प्लान में आवश्यकतानुसार शहर का सम्पूर्ण अधिरूचित नगरीय क्षेत्र को सम्मिलित किया जा सकता है।

#### 2. चरण-1 :- डाटा संग्रहण एवं विस्तृत जोनल बेसमेप तैयार करना।

(अ) जीआईएस विशेषज्ञ को नियुक्त कर इन-हाउस विस्तृत जोनल बेसमेप नगर नियोजन विभाग द्वारा संबंधित नगरीय निकाय की सहायता से तैयार किया जाना है। जिन शहरों के बेसमेप तैयार करने का कार्य प्रारम्भ नहीं हुआ है उनके बेसमेप हेतु DoIT द्वारा जी.आई.एस. प्लेट फॉर्म पर तैयार बेसमेप को उपयोग में लिया जावेगा। आवश्यकतानुसार टोटल स्टेशन सर्वे द्वारा अपडेशन कार्य करवाया जावेगा। जिन शहरों के जोनल डवलपमेन्ट प्लान हेतु स्थानीय निकायों द्वारा कार्यादेश जारी किया जा चुका है, उनका कार्य कार्यादेश अनुसार जी.आई.एस. आधार पर पूर्ण किया जावेगा। DoIT द्वारा जिन शहरों के बेसमेप तैयार नहीं किये गये हैं, उनके बेसमेप स्थानीय निकायों द्वारा जी.आई.एस. आधार पर आउट सोर्सिंग के माध्यम से तैयार किये जावेंगे।

(i) प्रथम चरण के विस्तृत जोनल बेसमेप में आवासन और शहरी विकास मंत्रालय भारत सरकार के दिशा निर्देश/मानक (Formulation of GIS based Master Plans) के अनुसार निम्नलिखित विशेषताओं की शेप फाईल (Shape files) बना कर निम्नानुसार वर्णित विशेषताओं को दर्शाया जाना अनिवार्य है :-

- सभी भौतिक/प्राकृतिक विशेषताएँ जैसे की सड़कें, रेलवे लाईन, नहरें, नदी/नालें, जलाशय, वनक्षेत्र, उपयोग के अनुसार विद्यमान विकास आदि।
- सार्वजनिक उपयोगिता/सेवा की लाइनें जैसे की एच.टी./एल.टी लाईन, गैस लाईन, टेलिफोन और जलापूर्ति पाइप लाईन आदि का संरेखण (Alignment)।
- सभी नक्शे जैसे कि राजकीय भूमि, नगरीय निकाय की भूमि, चारागाह भूमि, राजस्व नक्शे, म्यूनिसिपल वार्ड सीमा आदि।
- आकृति (Contours), यदि आवश्यक हो।



- जोन में अवस्थित सभी प्रमुख लेण्डमार्क।

(ii) विस्तृत जोनल बेसमैप में जोन सीमा में स्थित सभी अकृषि सम्पत्ति का अंकन विद्यमान भू-उपयोग के साथ किया जाना भी आवश्यक है। उक्त कार्य समानान्तर रूप से आउट सोर्सिंग के माध्यम से स्थानीय निकाय द्वारा 90 दिवस में पूर्ण कर नगर नियोजन विभाग को उपलब्ध कराया जायेगा, जिसे चरण-5 के कार्य में सम्मिलित किया जावेगा।

नोट :- सभी मानचित्र 1:4000 के पैमाने (Scale) पर तैयार किये जाने तथा लीजेण्ड एवं अन्य लिखित विवरण हिन्दी एवं इंग्लिश दोनों भाषाओं में लिखा जाना आवश्यक है।

(ब) नगरीय निकाय द्वारा डाटा संचयन कर नगर नियोजन विभाग को उपलब्ध कराया जाना है।

- राजस्व मानचित्र एवं उनका डिजिटल डाटा का संचयन।
- आवंटित राजकीय भूमियां, 90ए/90बी आदेशित भूमियां अनुमोदित ले-आउट प्लान की भूमियां एवं वायदा/वचनबद्धता(Commitments) से संबंधित भूमियों आदि का संचयन एवं सूचीबद्ध करना।
- सरकारी भूमियां, नगरीय निकाय की भूमियां, चारागाह भूमियां, वन भूमि, नदियां, जलाशय, पहाड़ी, नहर इत्यादि की भूमियों का डाटा संचयन।
- अन्य आवश्यक डाटा जोकि जोनल बेसमैप तैयार करने में सहायक हो।

3. चरण-2 :- राजस्व नक्शों (Revenue Maps), सरकारी भूमि, प्राकृतिक/भौगोलिक विशेषताओं, (Natural/Physical Features), वायदा/वचनबद्धता (Commitments) से संबंधित भूमियों तथा नगरीय निकाय/ वार्ड सीमा आदि को उपरोक्तानुसार जोनल बेसमैप के मानचित्र पर अध्यारोपित करना।

राजस्व नक्शों (Revenue Maps), सरकारी भूमि, प्राकृतिक/भौगोलिक विशेषताओं, (Natural/Physical Features), वायदा/वचनबद्धता (Commitments) से संबंधित भूमियों तथा नगरीय निकाय/ वार्ड सीमा आदि को उपरोक्तानुसार जोनल बेसमैप के मानचित्र (प्रथम चरण के मानचित्र) पर अध्यारोपित करने का कार्य संबंधित नगरीय निकाय द्वारा आउट-सोर्स कर नगर नियोजन विभाग की देख-रेख में निर्धारित समयावधि में कराया जाना है।

4. चरण-3 :-

(i) बेसमैप का जमीनी/मौका सत्यापन (Ground Verification)

जोनल बेसमैप का जमीनी/मौका सत्यापन संबंधित नगरीय निकाय में नियुक्त अभियन्ता और नगर नियोजन विभाग के क्षेत्रीय कार्यालय में कार्यरत जिला नगर नियोजक/सहायक नगर नियोजक के द्वारा किया जाना है।

(ii) बेसमैप पर अध्यारोपित राजस्व नक्शों का सत्यापन

स्थानीय निकाय द्वारा जोनल बेसमैप पर अध्यारोपित राजस्व नक्शों का सत्यापन राजस्व अधिकारी के द्वारा निर्धारित समयावधि में कराया जाना है।

5. चरण-4 :- चरण-3(i) के अनुसार विस्तृत जोनल बेसमैप को अंतिम रूप दिया जाना।

प्रारूप जोनल बेसमैप को चरण-3 के अनुसार सत्यापित करने के उपरान्त नगर नियोजन विभाग के द्वारा जांच कर स्थानीय निकाय के सहयोग से अंतिम रूप दिया जावेगा।

6. चरण-5 :- जोनल बेसमेप एवं मास्टर प्लान को अध्यारोपित कर प्रारूप जोनल डवलपमेन्ट प्लान के मानचित्र तथा रिपोर्ट भी तैयार करना।

चरण-4 एवं 3(ii) के अनुसार तैयार बेसमेप एवं मास्टर प्लान को अध्यारोपित कर ड्राफ्ट जोनल डवलपमेन्ट प्लान जीआईएस विशेषज्ञ की सेवायें प्राप्त कर नगर नियोजन विभाग द्वारा स्थानीय निकाय की सहायता से तैयार किया जायेगा। उक्त जोनल डवलपमेन्ट प्लान में सड़कें, राजस्व रिकार्ड के अनुसार जलाशय, उपवन, सरकारी भूमि, मास्टर प्लान के प्रस्तावित भू-उपयोग, अन्य प्रस्तावित आधार-भूत सुविधाएँ आदि दर्शाते हुए मानचित्र एवं विस्तृत रिपोर्ट तैयार की जानी है।

साथ ही विद्यमान विकास, वायदा/वचनबद्धता (Commitments) से संबंधित भूमियों, तथा प्रस्तावित जोनल डवलपमेन्ट प्लान के प्रस्तावों के फलस्वरूप यदि थोड़ा बहुत मास्टर प्लान में परिवर्तन की आवश्यकता होती है तो इसके संबंध में भी एक विस्तृत रिपोर्ट साथ ही तैयार की जानी है। जोन में उपलब्ध सुविधाओं का आंकलन एवं URDPA गाईड लाईनस के अनुसार जोन की भावी आवश्यकताओं का आंकलन कर जोन में सुविधाओं की कमी का आंकलन कर सुविधाएँ प्रस्तावित की जावेगी।

नगरीय निकाय द्वारा प्रत्येक जोन में आधारभूत सुविधाएँ विकसित किये जाने हेतु भूमि चिन्हित की जावेगी। इस हेतु प्रथमतया प्रस्तावित भू-उपयोग, विद्यमान भू-उपयोग एवं जोन की भावी जनसंख्या के विश्लेषण पश्चात् आवश्यक सुविधाओं का आंकलन किया जावेगा एवं तदनुसार आवश्यक भूमि क्षेत्र प्रस्तावित कर भूमि चिन्हित की जावेगी। भूमि चिन्हिकरण हेतु जोन में स्थित राजकीय भूमि को प्राथमिकता दी जावेगी एवं राजकीय भूमि उपलब्ध नहीं होने पर निजी भूमि धारक की सहमति से निजी भूमि चिन्हित की जावेगी। निर्धारित मानदण्डों के अनुरूप आवश्यक सुविधाओं की पूर्ति हेतु Zoning regulation व टाउनशिप पॉलिसी के तहत ले-आउट प्लान अनुमोदन के समय उपरोक्त आंकलन के अनुसार सुविधाओं का प्रावधान रखा जाना आवश्यक होगा।

जन स्वास्थ्य अभियांत्रिकी विभाग, विद्युत वितरण निगम, स्थानीय निकाय से विभिन्न मूलभूत परियोजनाएँ यथा जला आपूर्ति, विद्युत आपूर्ति, सिवरेज, ठोस कचरा प्रबन्धन, ड्रेनेज इत्यादि योजनाओं की जानकारी प्राप्त कर इन्हें जोनल डवलपमेन्ट प्लान में दर्शाया जावेगा। यदि संबंधित विभागों द्वारा योजना तैयार नहीं की गई है तो उनके प्रस्ताव प्राप्त कर तदनुसार जोनल डवलपमेन्ट प्लान में दर्शाया जावेगा।

7. चरण-6 :- चरण-5 के अनुसार तैयार प्रारूप जोनल डवलपमेन्ट प्लान हेतु आपत्ति/सुझाव आमंत्रित करना।

नगर नियोजन विभाग के परामर्श से संबंधित नगरीय निकाय द्वारा प्रारूप जोनल डवलपमेन्ट प्लान को दो दैनिक समाचार पत्रों में नोटिस एवं नगरीय निकाय के नोटिस बोर्ड एवं नगर के प्रमुख स्थानों पर आपत्ति/सुझाव आमंत्रित करने बाबत नोटिस चस्पाकर 20 दिवस के अन्तराल में आपत्ति/सुझाव आमंत्रित किये जाने हैं। उक्त प्रारूप जोनल डवलपमेन्ट प्लान की प्रति नगरीय निकाय कार्यालय में आमजन के अवलोकन हेतु उपलब्ध कराना आवश्यक है। उक्त प्रति नगरीय निकाय तथा नगर नियोजन विभाग की वेबसाईट पर भी उपलब्ध करायी जा रही होगी।



8. चरण-7 :- प्राप्त आपत्ति/सुझावों का क्रियान्वयन।

नगर नियोजन विभाग के परामर्श से संबंधित नगरीय निकाय द्वारा प्राप्त आपत्ति/सुझावों पर मौका रिपोर्ट एवं वस्तुस्थिति के अनुसार एक विस्तृत रिपोर्ट तैयार कर तथा प्रारूप जोनल डवलपमेन्ट प्लान पर प्राप्त आपत्ति/सुझावों से संबंधित भूमियों का अंकन मय विभागीय टिप्पणी तैयार कर नगर नियोजन विभाग को निर्धारित समयवधि में प्रस्तुत करनी होगी।

9. चरण-8 :- आपत्ति/सुझाव रिपोर्ट को अंतिम रूप देना तथा प्रारूप जोनल डवलपमेन्ट प्लान का तकनीकी अनुमोदन करना।

संबंधित नगरीय निकाय से आपत्ति/सुझाव रिपोर्ट क्षेत्रीय नगर नियोजन कार्यालय में प्राप्त होने के उपरान्त जोनल डवलपमेन्ट प्लान एवं आपत्ति/सुझाव रिपोर्ट का अवलोकन कर जोनल डवलपमेन्ट प्लान को नगर नियोजन विभाग द्वारा जीआईएस विशेषज्ञ की सेवाएँ प्राप्त कर अंतिम रूप दिया जायेगा तथा पूर्णरूप से तैयार जोनल डवलपमेन्ट प्लान पुनः संबंधित नगरीय निकाय को तकनीकी अनुमोदन उपरान्त प्रेषित किया जावेगा।

10. चरण-9 :- जोनल डवलपमेन्ट प्लान का राज्य सरकार से अनुमोदन।

नगर नियोजन विभाग से प्राप्त तकनीकी रूप से अनुमोदित जोनल डवलपमेन्ट प्लान को न्यास/प्राधिकरण मण्डल अथवा नगर पालिका बोर्ड से अनुमोदन बाबत स्थानीय निकाय द्वारा राज्य सरकार को प्रेषित किया जावेगा।

11. चरण-10 :- जोनल डवलपमेन्ट प्लान का प्रकाशन।

स्थानीय निकाय द्वारा जोनल डवलपमेन्ट प्लान के राज्य सरकार से अनुमोदन के उपरान्त दो दैनिक समाचार पत्रों में आम-सूचना जारी की जावेगी। जोनल डवलपमेन्ट प्लान की प्रति नगरीय निकाय कार्यालय में आमजन के अवलोकन हेतु उपलब्ध कराना आवश्यक होगा तथा किसी व्यक्ति द्वारा चाहे जाने पर प्रति बेचान भी की जानी होगी। उक्त प्रति नगरीय निकाय तथा नगर नियोजन विभाग की वेबसाईट पर भी उपलब्ध करायी जारी होगी।

जोनल डवलपमेन्ट प्लान हेतु केन्द्र सरकार के आवासन एवं शहरी कार्य मंत्रालय द्वारा जारी URDPFI Guidelines एवं राज्य सरकार की आवंटन नीति व समय-समय पर जारी आदेशों के अनुसार क्षेत्रीय स्तर पर मूलभूत, आधारभूत, भौतिक व सामाजिक सुविधाएँ उपलब्ध कराने हेतु निम्नानुसार मापदण्ड निर्धारित किये जाते हैं। निम्नानुसार मानदण्डों के अनुरूप आवश्यक सुविधाओं की पूर्ति, Zoning regulation व टाउनशिप पॉलिसी के तहत ले-आउट प्लान अनुमोदन के समय उपरोक्त आंकलन के अनुसार सुविधाओं का प्रावधान रखा जाना आवश्यक होगा।

1.0 यातायात संरचना (Transport & Circulation)

1.1 विभिन्न सड़कों के मार्गाधिकार हेतु निर्धारित मानक स्तर।

क्र.सं.	सड़क का प्रकार	न्यूनतम मार्गाधिकार (मीटर में)
1.	राष्ट्रीय राजमार्ग एवं राज्य राजमार्ग	60 मी. मार्गाधिकार व 30 मी. वृक्षारोपण पट्टी प्रत्येक तरफ
2.	प्रमुख सड़क (Arterial Road)	30-36
3.	उप प्रमुख सड़क (Sub. Arterial Road)	24-30
4.	मुख्य सड़क	18-24
5.	पहुंच मार्ग	12-18
6.	आन्तरिक सड़क	09-12



2.0 सार्वजनिक एवं अर्द्ध सार्वजनिक व आधारभूत सुविधाएँ (Infrastructure Facilities) — किसी भी शहरी क्षेत्र में जीवन की गुणवत्ता सामाजिक, बुनियादी ढांचे की उपलब्धता और पहुंच पर निर्भर करती है। इनमें निम्नलिखित आधारभूत संरचना शामिल है:—

सामाजिक आधारभूत सुविधाएँ :-

- (i) शैक्षणिक सुविधाएँ
- (ii) स्वास्थ्य सुविधाएँ
- (iii) सामाजिक, सांस्कृतिक सुविधाएँ
- (iv) मनोरंजन की सुविधाएँ
- (v) खेल सुविधाएँ
- (vi) वितरण सेवाएँ
- (vii) सुरक्षा सुविधाएँ
- (viii) सामुदायिक केन्द्र
- (ix) बैंक आदि।

नोट:- उपरोक्तानुसार वर्णित सामाजिक आधारभूत सुविधाओं हेतु भूमि का क्षेत्रफल निम्न तालिकाओं में वर्णित अनुसार, भू आवंटन नीति-2015 के अनुसार, एवं राज्य सरकार द्वारा समय-समय पर जारी आदेशों अनुसार एवं सम्बन्धित विभागों के मानदण्डों/आवश्यकतानुसार रखा जा सकेगा।

## 2.1 शैक्षणिक सुविधाएँ

क्र. सं.	वर्ग	लाभान्वित जनसंख्या प्रति यूनिट	क्षेत्रफल
1.	प्राथमिक / उच्च प्राथमिक /	4000-5000	2000-3000 वर्ग मीटर
2.	माध्यमिक / उच्च मा. विद्यालय	7500-10000	4000-8000 वर्ग मीटर
3.	निःशक्तजन (Specially Abled) छात्रों हेतु विद्यालय	आवश्यकतानुसार	2000-4000 वर्ग मीटर

48

## 2.2 स्वास्थ्य सुविधाएँ

क्र. सं.	वर्ग	बेड संख्या	लाभान्वित जनसंख्या प्रति यूनिट	क्षेत्रफल
1.	बड़े अस्पताल	51 से अधिक	15000	8000 व.मी. तक
2.	डिस्पेंसरी / छोटे अस्पताल, नर्सिंग होम / उप स्वास्थ्य भवन	25-50	5000-15000	500-4500 व. मी.

### 2.3 सामाजिक व सांस्कृतिक सुविधाएँ

क्र. सं.	वर्ग	लाभान्वित जनसंख्या प्रति यूनिट	क्षेत्रफल
1.	आंगनबाड़ी / शिशु गृह (Creche)	क्षेत्र की आवश्यकतानुसार	200-300 व.मी.
2.	सामुदायिक भवन	5000	1000 व.मी.
3.	सामुदायिक भवन व बारात घर, पुस्तकालय आदि	15,000	2000 व.मी.
4.	धार्मिक स्थल	क्षेत्र की आवश्यकतानुसार	400 व.मी.
5.	कब्रिस्तान, शमशान	क्षेत्र की आवश्यकतानुसार	4000 व.मी.

कब्रिस्तान व शमशान यथासंभव परिधि नियंत्रण क्षेत्र में प्रस्तावित हो। उक्त स्थल के साथ संबंधित सुविधाएँ जैसे कि धार्मिक स्थल, खुला क्षेत्र, जन उपयोगी सुविधाएँ आदि की उपलब्धता भी सुनिश्चित की जाएँ।

### 2.4 आमोद-प्रमोद स्थल

क्र. सं.	वर्ग	लाभान्वित जनसंख्या प्रति यूनिट	क्षेत्रफल
1.	प्रत्येक जोन पर प्रस्तावित पार्क	10000-15000	10000 व.मी. तक
2.	प्रत्येक जोन पर प्रस्तावित प्ले ग्राउण्ड	10,000-15000	10000 व.मी. तक

### 2.5 पुलिस व नागरिक सुरक्षा सेवाएँ

क्र.सं.	वर्ग	लाभान्वित जनसंख्या प्रति यूनिट	क्षेत्रफल
1.	पुलिस चौकी	आवश्यकतानुसार	500 व.मी.
2.	पुलिस स्टेशन	आवश्यकतानुसार	2000 व.मी.
3.	ट्रैफिक / पुलिस नियंत्रण केन्द्र	आवश्यकतानुसार	स्थिति अनुसार
4.	फायर स्टेशन/ फायर पोस्ट/ उपकेन्द्र	प्रति 2-4 किमी. की परिधि में एक इकाई	0.6 है० तक

72

### 2.6 वितरण सेवाएँ

- पेट्रोल/डीजल/सी.एन.जी. फिलिंग स्टेशन जोनल डबलपमेंट प्लान में निम्नानुसार क्षेत्रों (प्रतिबंधित क्षेत्र को छोड़कर) में नियमानुसार अनुज्ञेय होंगे।
  - सामुदायिक/वाणिज्यिक केन्द्र (फिलिंग स्टेशन मात्र)
  - आवासीय व औद्योगिक क्षेत्र
  - नेशनल हाईवे व स्टेट हाईवे
  - विकसित ग्रामीण क्षेत्र
  - Freight Complex
  - प्रमुख सड़कें

## 2.7 अन्य वितरण सेवाएँ

(i) एल.पी.जी. गोदाम/कुकिंग गैस गोदाम

क्र.सं.	वर्ग	लाभान्वित जनसंख्या प्रति यूनिट	गैस भण्डारण क्षमता (कि.ग्रा. में)	भूखण्ड का क्षेत्रफल (व. मी.)
1.	एल.पी.जी. गोदाम/ कुकिंग गैस गोदाम	आवश्यकतानुसार आवासीय क्षेत्रों को छोड़कर	2000-10000	1000
			10000-12000	1200
			12000-15000	1500
			15000-20000	2000
			20000 से अधिक	2500

## 2.8 अन्य सुविधाएँ:-

क्षेत्र की आवश्यकतानुसार अन्य सुविधाएँ यथा विशिष्ट शैक्षणिक सुविधा, विशिष्ट बाजार, ट्रांसपोर्ट संबंधित सुविधाएँ, पार्किंग, ग्रिड सब स्टेशन, जलापूर्ति हेतु स्थल, सीवेज पंपिंग स्टेशन इत्यादि का प्रावधान रखा जावेगा।

## फायर स्टेशन और अन्य अग्निशमन सुविधाओं हेतु दिशा-निर्देश :-

1. फायर स्टेशन ऐसे क्षेत्र में स्थित होना आवश्यक है जिससे कि दमकल सेवा अधिकतम 3-4 मिनट में आपदा स्थल पर पहुंच सकें।
2. फायर स्टेशन संगतः कॉर्नर भूखण्ड व मुख्य सड़क पर स्थित होना चाहिए एवं दो निकास द्वार होना आवश्यक है।
3. नये विकसित क्षेत्र में फायर हाईड्रेंट के लिए भूमिगत पाइपलाईन की प्रस्तावित किये जाने का प्रावधान रखा जायें।
4. जिन क्षेत्रों में फायर स्टेशन स्थापित करना (अतिराधन क्षेत्र) संभव नहीं है वहां भूमिगत अथवा स्थल पर फायर हाईड्रेंट व पानी की पाइपलाईन का आवश्यक रूप से प्रावधान रखा जायें।
5. फायर एजेंसी द्वारा अग्निशमन प्रावधान करने से पूर्व अग्निशमन कार्यालय द्वारा स्वीकृति ली जानी आवश्यक होगी।

## 3.0 आर्थिक व सामाजिक सुविधाएँ:-

- (i) Formal Sector
- (ii) Informal Sector

42



### 3.1 वाणिज्यिक/व्यवसायिक संरचना

क्र. सं.	वर्ग	लागान्वित जनसंख्या प्रति यूनिट	क्षेत्रफल	दुकानों की संख्या
1.	स्थानीय (लोकल) बाजार	5000	1500 व.मी.	1-110 व्यक्ति
2.	स्थानीय बाजार मय सर्विस सेन्टर आदि	15000	4600	1-200 व्यक्ति
3.	साप्ताहिक बाजार	1 या 2 स्थान प्रति 1 लाख	0.40 है०	आवश्यकतानुसार
4.	Informal Spaces/Vending Zone	सर्वे के आधार पर उपलब्ध संख्या हेतु	आवश्यकतानुसार	1 प्रति 10 भूखण्ड
5.	दुग्ध वितरण केन्द्र/डेयरी बूथ	आवश्यकतानुसार	आवश्यकतानुसार	आवश्यकतानुसार

### इन्फ्रास्ट्रक्चर प्लानिंग -

1. पार्किंग व अन्य खुले क्षेत्र वाणिज्यिक केन्द्र में इस प्रकार से प्रस्तावित हो जिससे की अन्य समय में वहां सप्ताहिक बाजार लगाया जा सकें।
2. इन्फोरमल सेक्टर के साथ ठोस कचरा प्रबंधन व अन्य सार्वजनिक सुविधाएँ भी प्रस्तावित हो।

प्रस्तावित क्षेत्रीय प्लान में व्यवसायिक जोन में अनुज्ञेय गतिविधियाँ— खुदरा व्यापार, इन्फोरमल शॉपिंग, वाणिज्यिक कार्यालय, सिनेमा, होटल, अतिथि गृह, बैंक, एटीएम, नर्सिंग होम, सभागार, पुस्तकालय, साप्ताहिक बाजार, स्थानीय सरकारी एवं गैर सरकारी कार्यालय, इलेक्ट्रिक सब स्टेशन, पोस्ट ऑफिस, सब-फायर स्टेशन, पुलिस स्टेशन, शॉपिंग सेन्टर।

### 3.2 इन्सीडेन्टल फुटकर व्यापार हेतु मापदण्ड-

क्र. सं.	स्थान	अनुज्ञेय इकाई
1.	खुदरा व्यापार केन्द्र	प्रत्येक 10 दुकानों पर 3-4 इकाई
2.	सरकारी व वाणिज्यिक संस्था	प्रत्येक 1000 कर्मचारी पर 5-6 इकाई
3.	थोक व्यापार केन्द्र व फ्रेट कॉम्प्लेक्स	प्रत्येक 10 दुकानों पर 3-4 इकाई
4.	अस्पताल	100 बेड पर 3-4 इकाई
5.	बस टर्मिनल	1 इकाई प्रति 2 बस
6.	विद्यालय	
	प्राथमिक विद्यालय	3-4 इकाई
	माध्यमिक/उच्च माध्यमिक	5-6 इकाई
7.	पार्क	2-3 इकाई
8.	आवासीय क्षेत्र	1 इकाई/10 भूखण्ड
9.	औद्योगिक क्षेत्र	5-6 इकाई प्रति 1000 कर्मचारी
10.	रेल्वे स्टेशन	स्थिति अनुसार

❖ (उपरोक्त सारणियों में वर्णित जनसंख्या वर्तमान में Projected Population के आधार पर मानी जावे) वेडिंग जोन का सीमांकन— जोनल डवलपमेंट प्लान में वेडिंग जोन, प्रतिबंधित वेडिंग जोन व गैर प्रतिबंधित वेडिंग जोन की सीमा निर्धारण आवश्यक रूप से किया जाना होगा।

- 4.1 शहरों में न्यूनतम 15 प्रतिशत ग्रीन कवर विकसित किये जाने हेतु कार्य योजना तैयार करना।
- 4.1.1 प्रत्येक नगरीय निकाय द्वारा नगरीय क्षेत्र में स्थित पार्क को विकसित किया जावे एवं पार्कों एवं खुले स्थलों पर जन सहयोग से सघन वृक्षारोपण किया जाना सुनिश्चित किया जावे। मास्टर प्लान में प्रस्तावित पार्क/खुले स्थल हेतु आरक्षित भूमि को चिह्नित कर पीपीपी मॉडल अथवा अन्य उपयुक्त साधनों से विकसित किया जावे एवं इनमें सघन वृक्षारोपण किया जावे।
- 4.1.2 नगरीय क्षेत्रों में स्थित प्रमुख सड़कों के सहारे-सहारे एवं मध्य (Median) में सघन वृक्षारोपण किया जाना सुनिश्चित किया जावे।
- 4.2 प्रत्येक शहर में न्यूनतम एक बालोद्यान प्रतिवर्ष विकसित किया जावे।
- 4.2.1 नगरीय क्षेत्र में स्थित शहर के प्रमुख पार्क को सैन्ट्रल पार्क के रूप में विकसित किया जावे तथा सैन्ट्रल पार्क में बच्चों एवं वरिष्ठ नागरिकों हेतु समुचित सुविधाएँ विकसित किया जाना सुनिश्चित किया जावे।
- 4.2.2 नगरीय क्षेत्र में स्थित योजनाओं में उपलब्ध पार्कों को सुचिबद्ध किया जावे तथा प्रत्येक योजना में प्रति वर्ष कम से कम एक पार्क बच्चों एवं वरिष्ठ नागरिकों हेतु आवश्यक सुविधा युक्त रूप से विकसित किया जावे।

#### जोनल डवलपमेंट प्लान तैयार करने हेतु विशिष्ट मानदण्ड :-

1. जोनल डवलपमेंट प्लान के कार्य के अन्तर्गत तैयार किये जाने वाले मानचित्र एवं रिपोर्ट का विवरण निम्नानुसार है:-
  - विभिन्न मानचित्र जो जोनल डवलपमेंट प्लान तैयार किये जाने की प्रक्रिया के अन्तर्गत तैयार किये जाने हैं:-
    - (i) जोन का बेसमैप मध्य सम्पत्ति स्तर का विवरण दर्शाते हुए।
    - (ii) बेसमैप पर अध्यारोपित (Superimpose) वर्तमान विद्यमान भू-उपयोग मानचित्र एवं मास्टर प्लान भू-उपयोग। मानचित्र में मास्टर प्लान भू-उपयोग से विचलन भी दर्शाया जावेगा।
    - (iii) बेसमैप पर कमिटेमेन्ट्स एवं राजकीय भूमि व राजस्व रास्तों का अंकन करते हुए मानचित्र।
    - (iv) प्रारूप जोनल डवलपमेंट प्लान मानचित्र (विभिन्न भू-उपयोग, बेसमैप पर खसरा सुपरइम्पोजिशन, सम्पत्ति स्तर का विवरण विद्यमान सुविधाओं, प्रस्तावित जोन स्तर की सुविधाओं, मास्टर प्लान सड़कें एवं जोन स्तर की सड़कें, आवश्यकतानुसार बहुमंजिले ईमारत क्षेत्र, मिश्रित भू-उपयोग क्षेत्र तथा Redevelopment Areas एवं आवश्यकतानुसार Sub Zonal Arcas का अंकन प्रदर्शित करते हुए। )
  - उक्त मानचित्रों के साथ-साथ जोनल डवलपमेंट प्लान के कार्य में विस्तृत रिपोर्ट भी अनुमोदन हेतु तैयार की जानी होगी जिसमें निम्नानुसार वर्णित बिन्दुओं को शामिल किया जाना आवश्यक होगा।
    - (i) संक्षिप्त परिचय।
    - (ii) साईट प्लान भूमि एवं विश्लेषण।
    - (iii) विद्यमान भू-उपयोग विश्लेषण एवं मास्टर प्लान भू-उपयोग से विचलन का विवरण।
    - (iv) योजना पैरामीटर
    - (v) जोन में विद्यमान एवं भावी आवश्यकताओं के अनुरूप सुविधाओं का आकलन
    - (vi) प्रस्ताव और विकास रणनीति।



(vii) सांसधन जुटाना और क्रियान्वित करना।

(viii) सार्वजनिक सहयोग एवं भागीदारी।

**विशिष्ट क्षेत्र अथवा उपजोन/सेक्टर की विस्तृत/Re-Development योजना :-**

जोन के अन्तर्गत किसी विशिष्ट क्षेत्र अथवा उपजोन/सेक्टर की विस्तृत/Re-Development योजना तैयार की जाती है तो यातायात संरचना के साथ निम्नानुसार सारणियों के अनुसार फुटपाथ/साईकिल ट्रेक के मानदण्डों को शामिल किया जाना होगा। विस्तृत योजना में गाईड लाईन अनुसार न्यूनतम आवश्यक ग्रीन कवर विकसित किये जाने हेतु कार्य योजना प्रस्तावित की जावेगी।

(i) विभिन्न भू-उपयोग अनुसार फुटपाथ की आवश्यक चौड़ाई।

क्र.सं.	विवरण	न्यूनतम चौड़ाई (मी.)
1.	आवासीय/मिश्रित उपयोग क्षेत्र हेतु पैदल पथ (फुटपाथ) की न्यूनतम चौड़ाई	1.8
2.	वाणिज्यिक/मिश्रित उपयोग क्षेत्र के समक्ष	2.5
3.	व्यवसायिक (Commercial Shopping) क्षेत्र के समक्ष	3.5-4.5
4.	बस स्टोप	3
5.	अत्यधिक उपयोग वाले व्यवसायिक क्षेत्र	4

(ii) साईकिल ट्रेक:-

वर्ग	प्रमुख सड़क	उप प्रमुख सड़क	पहुंच मार्ग	सड़कों का उपयोग
गैर मोटर चलित वाहन	पृथक साईकिल पथ	पृथक साईकिल पथ	साईकिल लेन	मिश्रित/ट्रैफिक
स्थान	सड़क/पार्किंग व फुटपाथ के मध्य (सड़क के किनारे)	सड़क/पार्किंग व फुटपाथ के मध्य (सड़क के किनारे)	सड़क के किनारे फुटपाथ/पार्किंग के लगते हुये	
चौड़ाई	2.2-5.0 मीटर	2.2-5.0 मीटर	1.5-2.5 मीटर	मिश्रित/ट्रैफिक
न्यूनतम चौड़ाई	2.5 मीटर दोहरे ट्रैक हेतु व 1.9 मी. एकल ट्रैक और फुटपाथ सहित	2.5 मीटर दोहरे ट्रैक हेतु 1.9 मी. एकल ट्रैक और फुटपाथ सहित	1.5 मीटर	1.00 मीटर

2. समस्त नगरीय निकायों के जी.आई.एस. आधारित बेसमैप निदेशालय स्थानीय निकाय विभाग, जयपुर द्वारा सूचना एवं प्रौद्योगिकी विभाग, के माध्यम से तैयार किये गये हैं। संबंधित निकाय विभागीय स्तर पर निदेशालय की आयोजना शाखा से बेसमैप प्राप्त कर नगर नियोजन विभाग के माध्यम से जोनल डवलपमेंट प्लान तैयार किया जाना सुनिश्चित करावे, जिसमें आवासन और शहरी विकास मंत्रालय भारत सरकार के दिशा निर्देश/मानक (Formulation of GIS based Master Plans) के अनुसार निम्नलिखित विशेषताओं की शैप फाईल (Shp. files) बना कर दर्शाया जाना अनिवार्य है।



- (i) सभी प्राकृतिक एवं भौतिक विशेषताएँ जैसे कि—राइके, रेल्वे लाईन, नहर, नदी, जल निकास, वन आवरण इत्यादि।
  - (ii) सभी सार्वजनिक सेवाएँ जैसे कि—गैस, टेलीफोन, सीवर लाईन, सोलिड वेस्ट डिस्पोजल साइट, विद्युत लाईन आदि सभी का चिन्हिकरण।
  - (iii) सभी नक्शे जैसे कि राजकीय भूमि, नगरीय निकाय की भूमि, वसामाह भूमि, राजस्व नक्शे, म्यूनिसिपल वार्ड सीमा आदि।
  - (iv) मास्टर प्लान के भू-उपयोग का सुपरइम्पोजिशन जी.आई.एस. प्लेटफॉर्म पर किया जावे।
3. मास्टर प्लान के प्रमुख भू-उपयोग जैसे कि सार्वजनिक व अर्द्धसार्वजनिक आमोद-प्रमोद, ग्रीन क्षेत्र, वृक्षारोपण पट्टी, आदि को यथावत् रखा जावे।
  4. राज्य सरकार द्वारा विभिन्न विभागों के माफक हो रहे अथवा प्रस्तावित डवलपमेन्ट परियोजना को भी जोनल डवलपमेन्ट प्लान का कार्य में शामिल किया जाना होगा।
  5. जोनल डवलपमेन्ट प्लान का कार्य विभिन्न अधिनियम तथा म्यूनिसिपल एक्ट/प्राधिकरण एक्ट, विरासत संरक्षण अधिनियम, रेल अधिनियम, विद्युत अधिनियम, पर्यावरण अधिनियम आदि के अन्तर्गत विभिन्न शेक्सन तथा इन अधिनियमों के अन्तर्गत तैयार किये गये निशमों के परिपेक्ष्य में तैयार करने हेतु निर्देशित किया जाता है।
  6. जोनल डवलपमेन्ट प्लान राज्य एवं केन्द्र सरकार की समय-समय पर जारी निम्न नीतियों, अधिसूचना आदि के परिपेक्ष्य में तैयार किये जावेंगे।
  7. जिन नगरीय निकायों में पूर्व में विकसित आबादी क्षेत्रों में नियमानुसार प्रस्तावित भू-उपयोग जैसे कि— अस्पताल, विद्यालय, होटल, आदि के निर्धारित मापदण्ड (राइक की चौड़ाई, न्यूनतम भूखण्ड माप, आदि) पूर्ण नहीं होते हैं वहाँ उक्त जनउपयोगी सुविधाएँ उपलब्ध कराने हेतु निर्धारित मापदण्ड में राज्य सरकार द्वारा शिथिलता प्रदान की जा सकेगी।
  8. जिन निकायों में उपरोक्त आधारभूत सुविधाएँ की उपलब्धता हेतु पर्याप्त राजकीय भूमि उपलब्ध नहीं है, वहाँ शहर के निजी भूमि धारकों को भूमि उपलब्ध करवाने हेतु प्रोत्साहित किया जावे। इस बाबत निजी भूमि धारकों को अन्यत्र राज्य सरकार के विभिन्न नितियों में शिथिलता बैटरमेंट लेवी, भू-रूपान्तरण व भवन निर्माण अनुज्ञा शुल्क में छूट व निर्धारित समयावधि में शिथिलता आदि प्रदान कर लागूकृत किया जा सकता है। साथ ही ले-आउट प्लान के अनुमोदन के समय जोन की आवश्यकता के अनुरूप सुविधा क्षेत्र का उपयोग का निर्धारण किया जावेगा।
  9. जोनल डवलपमेन्ट प्लान में वर्तमान में लागू मास्टर प्लान के भू-उपयोग योजना पर अध्यारोपित (Super-impose)कर प्रमुख भू-उपयोग यथावत् रखते हुये विभिन्न स्थलों पर एवं मौका स्थिति के कारण हुए वर्तमान भू-उपयोगों व मास्टर प्लान में दर्शित भू-उपयोगों से भिन्न हो चुके भू-उपयोगों के विश्लेषण हेतु पृथक से मानचित्र भी तैयार किया जाना होगा।
  10. जोन में यदि नदी व प्राकृतिक जल स्रोत यथा— तालाब, झील, River/Conservation Zone/Plantation Belt आदि हों वहाँ इकोलोजिकल जोन चिन्हित किया जाना होगा। उक्त जोन में रिवर फ्रन्ट कॉरीडोर व आमोद-प्रमोद जैसे— खुले स्थल, फिडा स्थल, अर्द्धसार्वजनिक मनोरंजन स्थल प्रस्तावित किये जाने होंगे।

सामान्य दिशा-निर्देश:-

1. जिन शहरों में प्राधिकरण/न्यास व नगर पालिका स्थित है उनमें प्राधिकरण/न्यास के माध्यम से जोनल डवलपमेन्ट प्लान तैयार किये जायेंगे, शेष शहरों के जोनल डवलपमेन्ट प्लान स्थानीय निकायों के माध्यम से तैयार किये जायेंगे।
2. जोनल डवलपमेन्ट प्लान तैयार करने के अन्तर्गत आने वाले सभी व्यय संबंधित नगरीय निकाय द्वारा वहन किये जायेंगे।
3. जोनल/क्षेत्रीय कार्यालय की आवश्यकता के अनुसार सहायता हेतु जीआईएस ऑपरेटर की उपलब्धता संबंधित नगरीय निकाय द्वारा अथवा कंसलटेन्ट के माध्यम से करायी जावेगी।
4. जोनल डवलपमेन्ट प्लान तैयार करने हेतु नगर नियोजन विभाग के जोनल/क्षेत्रीय कार्यालय के वरिष्ठ नगर नियोजक/उप नगर नियोजक/जिला नगर नियोजक नोडल अधिकारी होंगे जोकि जोनल डवलपमेन्ट प्लान के कार्य को सुपरवाइज एवं समयबद्ध तरीके से पूर्ण कराना सुनिश्चित करेंगे।
5. जिन शहरों का प्राकल्प मास्टर प्लान प्रक्रियाधीन है उनके जोनल डवलपमेन्ट प्लान तैयार कराने की कार्यवाही संबंधित स्थानीय निकाय द्वारा आरम्भ कर दी जावे। हालांकि जोनल डवलपमेन्ट प्लान को मास्टर प्लान की रवीकृति के पश्चात ही अंतिम रूप दिया जावेगा।

अतः समस्त नगरीय निकायों को उपरोक्तानुसार समयबद्ध तरीके से निर्धारित अदधि में विभिन्न तकनीकी गानदण्डों के अनुसार जोनल डवलपमेन्ट प्लान बनाये जाने हेतु निर्देशित किया जाता है।

यह आदेश नगरीय विकास विभाग एवं स्थानीय निकाय विभाग द्वारा जोनल डवलपमेन्ट प्लान के संबंध में पूर्व में जारी आदेशों की निरन्तरता में आंशिक संशोधन करते हुए जारी किया जा रहा है।

  
(पवन अरोड़ा)

निदेशक एवं पेदन संयुक्त सचिव,  
स्वायत्त शासन विभाग



(हृदेश कुमार शर्मा)  
संयुक्त शासन सचिव-तृतीय  
नगरीय विकास विभाग

प्रतिलिपी निम्नांकित सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है।

1. विशिष्ट सचिव, माननीय मंत्री महोदय, नगरीय विकास, स्वायत्त शासन एवं आवासन विभाग, राजस्थान सरकार।
2. निजी सचिव, प्रमुख शासन सचिव महोदय, नगरीय विकास, एवं आवासन विभाग, जयपुर।
3. निजी सचिव, शासन सचिव महोदय, स्वायत्त शासन विभाग, जयपुर।
4. निजी सचिव, निदेशक एवं पदेन संयुक्त सचिव, निदेशालय स्थानीय निकाय विभाग, राजस्थान जयपुर।
5. सचिव, जयपुर/जोधपुर/अजमेर विकास प्राधिकरण, जयपुर/जोधपुर/अजमेर।
6. मुख्य नगर नियोजक, राजस्थान।
7. सचिव, नगर विकास न्यास, समस्त।
8. आयुक्त, नगर निगम जयपुर/जोधपुर/कोटा/अजमेर/उदयपुर/भरतपुर।
9. क्षेत्रीय वरिष्ठ नगर नियोजक, जयपुर/जोधपुर/कोटा/अजमेर/उदयपुर/बीकानेर।
10. उप नगर नियोजक, अलवर एवं भरतपुर।
11. क्षेत्रीय उपनिदेशक, स्थानीय निकाय विभाग जयपुर/जोधपुर/कोटा/अजमेर/उदयपुर/भरतपुर को प्रेषित कर लेख है कि अपने क्षेत्र के अधीन समस्त नगरीय निकायों को सूचित करें।
12. आयुक्त/अधिसूची अधिकारी, नगर परिषद/पालिका, समस्त।
13. CMAR को प्रति प्रेषित कर लेख है कि अधिसूचना को CMAR की वेबसाईट पर अपलोड करावें।
14. System analyst cum Joint Director, DLB को प्रति प्रेषित कर लेख है कि आदेश को स्वायत्त शासन विभाग की वेबसाईट पर अपलोड करावें।
15. Senior Deputy Secretary, UDH को प्रति प्रेषित कर लेख है कि आदेश को नगरीय विकास विभाग की वेबसाईट पर अपलोड करावें।
16. रक्षित पत्रावली।



(आर.के. विजयवर्गीय)  
मुख्य नगर नियोजक



## Section VA: General Conditions of Contract (General Provisions)

1. General			
S.No.	Particulars	Clause	Description
1.1	Definitions		Unless the context otherwise requires, the following terms wherever used in this Contract have the following meanings:
		1.1.1	“Act” means the Rajasthan Transparency in Public Procurement Act, 2012.
		1.1.2	“Applicable Law” means the laws and any other instruments having the force of law in India and Rajasthan, as they may be issued and in force from time to time.
		1.1.3	“Client” means the Procuring Entity that will receive the services of the Consultant under the Contract.
		1.1.4	“Consultant” means the Bidder that may be any individual/private or public entity and that will provide the Services to the Client under the Contract.
		1.1.5	“Contract” means the legally binding written agreement as signed by the Parties, that are these General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), Bidding Forms and the Appendices.
		1.1.6	“Day” means a calendar day, unless indicated otherwise in the SCC.
		1.1.7	“Effective Date” means the date on which this Contract comes into force and effect.
		1.1.8	“Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
		1.1.9	“GCC” means these General Conditions of Contract.
		1.1.11	“Key Expert(s)” or “Key Personnel” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
		1.1.12	“Local Currency” means Indian Rupees.

	1.1.14	“Non-Key Expert(s)” means an individual professional provided by the Consultant to perform the Services or any part thereof under the Contract.
	1.1.15	“Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
	1.1.16	“Personnel” means professionals and support staff provided by the Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside India; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India.
	1.1.17	“Reimbursable expenses” where applicable means all assignment-related costs other than Consultant’s remuneration.
	1.1.18	“Rules” means the Rajasthan Transparency in Public Procurement Rules, 2013.
	1.1.19	“SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
	1.1.20	“Services” means the work to be performed by the Consultant pursuant to this Contract.
	1.1.21	“Similar Assignments” means assignments such as Master Plan/City Development Plan/Zonal Development Plan/Sector Plan/GIS mapping through satellite data or total station survey in the field of urban planning.
	1.1.22	“Third Party” means any person or entity other than the Government, the Client, the Consultant
	1.1.23	“In writing” means communicated in written form as a letter, E-mail, fax to the specified address, contact id with proof of receipt.



<b>2. Interpretation</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
<b>2.1</b>	<b>Relationship Between the Parties</b>	2.1.1	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Experts and Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
<b>2.2</b>	<b>Law Governing the Contract</b>	2.2.1	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
<b>2.3</b>	<b>Language</b>	2.3.1	This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
<b>2.4</b>	<b>Headings</b>	2.4.1	The headings shall not limit, alter or affect the meaning of this Contract.
<b>2.5</b>	<b>Notices, Communications</b>	2.5.1	Any communication, notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in Writing. Any such notice, request or consent shall be deemed to have been given or made when delivered personally, posted, e-mailed, faxed to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
		2.5.2	A Party may change its address for notice hereunder by giving the other Party a notice In Writing of such change to the address specified in the SCC.
<b>2.6</b>	<b>Location</b>	2.6.1	The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is changed, at such locations, as the client may approve.
<b>2.8</b>	<b>Authorized Representatives</b>	2.8.1	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the Authorized Representatives specified in the SCC.



3. Code of Integrity			
S.No.	Particulars	Clause	Description
3.1	Code of Integrity	3.1.1	<p>It is required that bidders observe the highest standard of ethics during the procurement process and performance of the Contract. Therefore, The Consultant, or their personnel shall-</p> <p>(a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or performance of the Contract or to otherwise influence the Client/ Procuring Entity;</p> <p>(b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation in performance of the Contract;</p> <p>(c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process and performance of the Contract;</p> <p>(d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process and performance of the Contract;</p> <p>(e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process and performance of the Contract;</p> <p>(f) not obstruct any investigation or audit of a procurement process and performance of the Contract;</p> <p>(g) disclose conflict of interest, if any; and</p> <p>(h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring Entity.</p>
3.2	Measure to be Taken On Breach Of Code of Integrity	3.2.1	<p>Breach of Code of Integrity by the Consultant or their personnel:- Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, 2012, in case of any breach of the Code of Integrity by the Consultant, or their personnel, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the said Act.</p>

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



4.6	Modifications or Variations	4.6.1	Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
		4.6.2	In cases of substantial modifications or variations, the prior written consent of the competent authority of the Procuring Entity will be required.
5. Force Majeure			
S.No.	Particulars	Clause	Description
5.1	Definition	5.1.1	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and subject to those requirements includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
		5.1.2	Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
		5.1.3	Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
5.2	No Breach of Contract Due to Force Majeure	5.2.1	The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.



<b>5.3</b>	<b>Measures to be Taken</b>	5.3.1	A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
		5.3.2	A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
		5.3.3	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
		5.3.4	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either: i. demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or ii. Continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
		5.3.5	In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled through Dispute Resolution Mechanism.
<b>5.4</b>	<b>Suspension</b>	5.4.1	The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) Days after receipt by the Consultant of such notice of suspension.

6. Termination			
S.No.	Particulars	Clause	Description
6.1	By the Client	6.1.1	<p>The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs mentioned below. In such an occurrence the Client shall give a not less than thirty (30) days written notice of termination to the Consultant in case of the events referred to in (a) through (d), sixty (60) days' in the case of the event referred to in (e), fourteen (14) days' in the case of the event referred to in (f) and (g), and five (5) days' in the case of the event referred to in (h),</p> <p>(a) If the Consultant fails to remedy a failure in the performance of its obligations under the Contract, as specified in the notice of termination, within thirty (30) Days of receipt of such notice of termination or within such further period as the Client may have subsequently approved In Writing.</p> <p>(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or to take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.</p> <p>(c) If the Consultant fails to comply with any final decision reached as a result of Dispute Resolution Mechanism or arbitration proceedings, where permissible.</p> <p>(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>(f) If the Consultant, in the judgment of the Client, has breached any provision of the Code of Integrity as given in GCC Clause 3 or engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing this Contract.</p> <p>(g) If the Consultant submits to the Client a false statement/document which has a material effect on the rights, obligations or interests of the Client.</p> <p>(h) If the Consultant fails to confirm availability of Key</p>



		6.1.2	Termination by the Client due to failure of the Consultant to provide the required services shall lead to the forfeiture of the Performance Security as per GCC Clause 4.1.2 [Forfeiture of Performance Security].
6.2	<b>By the Consultant</b>	6.2.1	<p>The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, in case of the occurrence of any of the events specified as under:</p> <ul style="list-style-type: none"> <li>(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute within forty-five (45) Days after receiving written notice from the Consultant that such payment is overdue.</li> <li>(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</li> <li>(c) If the Client fails to comply with any final decision reached as a result of Dispute Resolution Mechanism or arbitration, where permissible.</li> <li>(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved In Writing) following the receipt by the Client of the Consultant's notice specifying such breach.</li> </ul>
6.3	<b>Cessation of Rights and Obligations</b>	6.3.1	<p>Upon termination of this Contract pursuant to GCC Clauses 4.2 and 6 hereof, or upon expiration of this Contract pursuant to GCC Clauses 4.4, all rights and obligations of the Parties hereunder shall cease, except:</p> <ul style="list-style-type: none"> <li>(i) such rights and obligations as may have accrued on the date of termination or expiration,</li> <li>(ii) the obligation of confidentiality set forth in GCC Clause 7.7,</li> <li>(iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records by the Client set forth in GCC Clause 7.10, and</li> <li>(iv) any right which a Party may have under the Applicable Law.</li> </ul>
6.4	<b>Cessation of Services</b>	6.4.1	<p>Upon termination of this Contract by notice of either Party to the other pursuant to GCC Clause 6.1 or 6.2, the Consultant shall, immediately upon despatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by GCC Clause 7.13 or 7.14.</p>



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

## 7. Obligations of the Consultant

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



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



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

		7.11.2	If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.
7.12	<b>Equipment, Vehicles and Materials Provided by the Client</b>	7.12.1	Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client In Writing, shall insure them in an amount equal to their full replacement value.
7.13	<b>Equipment and Materials Provided by the Consultant</b>	7.13.1	Any equipment or materials brought by the Consultant or its Experts and Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Experts and Personnel concerned, as applicable.

#### 8. Consultants' Experts, Personnel

S.No.	Particulars	Clause	Description
8.1	<b>Description of Key Experts</b>	8.1.1	The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in <b>Appendix B</b> .
8.2	<b>Replacement of Key Experts</b>	8.2.1	Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.



		8.2.2	Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
8.3	<b>Removal of Experts or Sub-consultants</b>	8.3.1	If the Client finds that any of the Experts has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert has engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.
		8.3.2	In the event that any of Key Experts, Non-Key Experts is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
		8.3.3	Any replacement of the removed Experts shall possess better qualifications and experience and shall be acceptable to the Client.
		8.3.4	The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.
8.4	<b>Resident Project Manager</b>	8.4.1	If required by the SCC, the Consultant shall ensure that at all times during the Consultant's performance of the Services a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

#### 9. Obligations of the Client

S.No.	Particulars	Clause	Description
9.1	<b>Assistance and Exemptions</b>	9.1.1	Unless otherwise specified in the SCC, the Client shall use its best efforts to:
		9.1.1.1	Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.



9.3	Services, Facilities and Property of the Client	9.3.1	The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference ( <b>Appendix A</b> ) at the times and in the manner specified in said <b>Appendix A</b> .
		9.3.2	In case that such services, facilities and property shall not be made available to the Consultant, the Parties shall agree on: (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services. (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result of it.
9.4	Payment Obligation	9.4.1	In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in <b>Appendix A</b> and in such manner as is provided by GCC Clause 10 below.

10. Payments to Consultant			
10.3	Schedule of Payments	10.3.1	The schedule of payments shall be as stated in the Appendix-A of GCC.
10.4	Reimbursable	10.4.1	No Reimbursable payment shall be made separately in this Contract.
10.5	Taxes and Duties	10.5.1	The Consultant and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the <b>SCC</b> .
10.6	Currency of Payment	10.6.1	Any payment under this Contract shall be made in Indian Rupees.
10.8	Advance Payment	10.8.1	No advance payment shall be made.

10.9	<b>Mode of Billing and Payment</b>	10.9.3	<p><u>The Final Payment:</u> The final payment under this Clause shall be made after submitting the hard and soft copies of Zonal Development Plan in the required numbers and all required data to the Client and approval of ZDP by State govt.</p> <p>Any amount, which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the Client within thirty (30) Days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.</p>
		10.9.4	All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
		10.9.5	With the exception of the final payment, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
11.1	<b>Good Faith</b>	11.1.1	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realisation of the objectives of this Contract.

## 12. Settlement of disputes

S.No.	Particulars	Clause	Description
12.1	Settlement of Disputes	12.1	Dispute Resolution Mechanism shall be as stated in Annexure A.

## Annexure A: Dispute Resolution Mechanism

Any dispute arising from the \_\_\_\_\_ Contracts shall be resolved amicably, as far \_\_\_\_\_ as possible. The level of the Dispute Resolution mechanism shall be as follows:

I. Amicable resolution between representatives of Parties to the Contract

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

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

.....  
.....

III. Arbitration will be applicable in case of disputes arising in contracts above a value of more than Rs. 1 crore which remain unresolved through the Dispute Resolution Committee.

IV. All legal proceedings, if necessary arise to institute by any of the parties shall have to be lodged in courts situated in Rajasthan and not elsewhere.

V. Procedure of reference to the Dispute Resolution Committee:-

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



## Section VB: Special Conditions to Contract

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

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

## Section V C: Contract Forms

### Table of contents

Page No.

5.1.	Contract Agreement .....	
5.2.	Performance Security .....	
5.3.	Performance Security Declaration .....	
5.4.	Advance Payment Guarantee .....	



## 5.1 Contract Agreement

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

### **Contract for Consultancy Services**

### **Open Competitive Bidding**

between

[Name of the Client]

and

[Name of the Consultant]

Dated:

### **CONTRACT AGREEMENT**

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

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

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

### **WHEREAS:**

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

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) State Government Letter date 04.04.2019.
  - (b) Terms of Reference.
  - (c) Zonal Plan.
  - (d) The Special Conditions of Contract;
  - (e) The General Conditions of Contract
  - (f) Bid Documents:

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

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

Witness 2 (Name)  
(Designation)  
Address

Page 81

**5.2 Performance Security**  
**Performance Security**

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

**Date: Contract Name and No.:** \_\_\_\_\_

WHEREAS \_\_\_\_\_  
\_\_\_\_\_ (hereinafter "the Consultant") has  
undertaken, pursuant to Contract No. \_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_ to  
provide consultancy services \_\_\_\_\_  
\_\_\_\_\_ (hereinafter "the Contract").

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

AND WHEREAS the undersigned \_\_\_\_\_,  
legally domiciled in \_\_\_\_\_,  
(hereinafter "the Guarantor"), have agreed to give the Supplier a Security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the  
Consultant, up to a \_\_\_\_\_ total of and we  
undertake to pay you, upon your first writtendemand declaring the Consultant to be in default under  
the Contract, \_\_\_\_\_ without cavil or argument, \_\_\_\_\_ any sum or \_\_\_\_\_ sums within the limit of  
\_\_\_\_\_ as afo  
resaid, without your needing to prove or to show grounds or reasons for your \_\_\_\_\_ demand  
or the sums specified therein.

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

Name \_\_\_\_\_

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

Signed \_\_\_\_\_

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

Date \_\_\_\_\_

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



### 5.3 Performance Security Declaration

#### Performance Security Declaration

Date: [insert date (as day, month and year)]

Contract Name and No.: [insert name and number of Contract]

To: [insert complete name of Procuring Entity]

We, the undersigned, declare that:

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

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

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

Signed: \_\_\_\_\_

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

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

[insert legal capacity of person signing the Performance Security Declaration]

Name: \_\_\_\_\_

[insert complete name of person signing the Performance Security Declaration]

Duly authorized to sign the Performance Security Declaration for and on behalf of: \_\_\_\_\_ [insert complete name of Consultant]

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

[insert date of signing]

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