

JAIPUR METRO RAIL CORPORATION LIMITED

(A Government of Rajasthan Undertaking) 2nd Floor, Wing-A, Admin Building, Metro Depot, Bhrigu Path, Mansarovar, Jaipur-302020 Telephone: 0141—2822754, E-mail: dgmhr@jaipurmetrorail.in

No.F.1 (H-49)/JMRC/DCA/HR/EC/2013-14/Part-I/2227 Dated:

16 JUL 201

Sh. Suresh Kumar Chawal, 93/46, Vijay Path Mansarovar, Jaipur-302020

Sub: Engagement of Consultant (Land) for provide Professional services in facilitating and coordinating for land cell for various activities related to Jaipur Metro Rail Corporation.

Dear Sir,

Jaipur Metro Rail Corporation Ltd. Desires to engage a Consultant (Land) for providing professional services in facilitating and coordinating for land cell for various activities related to Jaipur Metro Rail Corporation, as per the Terms of Reference (For) enclosed therewith at Annexure-A.

You are requested to submit your bid/proposals by 12.00 Hrs on 19.07.2024 to Executive Director (Corp. Affairs), Jaipur Metro Rail Corporation Ltd., Jaipur in sealed envelope.

This issues with competent approval.

Encl: As above

(Sanjay Bansal)

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Executive Director (Corp. Affairs)



ENGAGEMENT OF CONSULTANT FOR FACILITATING AND COORDINATING FOR LAND RELATED ISSUES OF JAIPUR METRO RAIL CORPORATION

TERMS OF REFERENCE

1. Introduction & Objective of assignment

- 1.1 Jaipur Metro Rail Corporation Ltd. (JMRC), hereinafter referred to the "Corporation", is a Special Purpose Vehicle (SPV) formed by Government of Rajasthan, as a wholly owned State Enterprise for execution of the Jaipur Metro Rail Project.
- 1.2 The metro rail sections of Phase-1A between Mansarovar Metro Station and Chandpole and Phase-1B from Chandpole to Badi Chaupar have been operational since 03.06.2015, 23.09.2020 respectively. Although these sections has have been opened for public, still matters related to land keep on arising time and again. Moreover, execution of phase 1C from Badi Chaupar to Transport Nagar has already begun and execution of phase 1D from Mansarovr to 200 feet byepass is going to begin soon as LOA has been issued. JMRC is also planning for Jaipur Metro Phase 2, which is a very ambitious project of the Government and is proposed to be three times the length of already operational phase, hence the complexity and magnitude of work related to Land issues is ought to increase manifold.
- 1.3 For successful operation and planning of Metro Rail project, various issues relating to requirement and handling of land need to be taken up on urgent and daily basis; and to be sorted from time to time in liaison with Revenue Department, other government departments, agencies related to Land Acquisitions, as well as in land related court proceedings etc. Day to day interaction with District Administration & other departments is necessitated to counter the unnecessary resistance created by various elements in the public. There are other issues related with land, religious structures, safety and encroachment, which are to be taken up on priority. In addition to this the work related to land use survey, finalization of station locations and land acquisition related issues for upcoming phases are envisaged. Furthermore, Project construction requirements including casting yard land, disposal of construction wastes, coordination for land title transfers, shifting of public utilities on public land, etc. continue throughout the execution and operational stages. All these aspects necessitate the requirement of a Consultant having good experience and knowledge of handling such matters in the interest of JMRC.

2. Scope and Responsibilities of the Consultant.

2.1. The engaged Consultant will be designated as Consultant (Land) and will assist and facilitate with all the work assigned to him as detailed in this clause, and shall report to Joint General Manager (Revenue) or equivalent officer in the Corporation handling land related issues.



2.2. The scope of the services in accordance with these Terms of References (ToR) includes working and assisting JMRC in all matters brought to him in order to maintain close coordination at field level so as to ensure consistent and timely execution of project works.

The scope of services for the Project shall, inter alia, include, but not be limited to the following:

- a) Mutation/transfer of land which is acquired or allotted by the State or its agencies like Revenue Department/JDA/Municipal Corporation/Rajasthan Housing Board and other departments, in favour of JMRC.
- b) Reporting as per record as well as demarcation of the land of the site intended for auction/lease by revenue section.
- c) Advising and sending proposals to UDH Department for allotment of land of the various departments like JDA/Housing Board/Nagar Nigam/ Devsthan Department/GAD/Estate Department etc.
- d) Corresponding with Land Acquisition Officer (LAO) for reports as well as process for payment of compensation of the amount as determined by LAO in his award duly approved by Government.
- e) Preparing land acquisition/land allotment proposals.
- f) Work for Rehabilitation and Resettlement of project affected people. g) Preparation of factual report relating to court cases involving land as a subject matter.
- g) To make available necessary information to Audit parties and compliance of audit reports.
- h) Reporting and making available necessary information as per record to all the Directorates of JMRC., Project, Corporate, Finance, and Operation.
- Making site visits to ensure that the allotted/acquired land of JMRC remains intact and free from encroachment; and to take necessary action in liaison with enforcement agencies for removal of any such encroachment or unauthorised possession.

3. Qualifications of the Consultant:

- 3.1 The Consultant must have experience of more than 30 years of dealing with land & revenue related matters and should have vast knowledge.
- 3.2. The Consultant must possess extensive experience in dealing with matters related to Land Acquisition, Rehabilitation and Resettlement.

4. Commencement of Service:

4.1. The Professional shall commence his service with the date of issue of LOA (Letter of Acceptance).

5. Time Period of assignment

5.1. The Assignment shall be for the period of twelve (12) Months from the date of issue of LOA (Letter of Acceptance).

6. Financial Proposal

6.1. In preparing the Financial Proposal, the Consultant is expected to take into account the requirements and conditions of the TOR. The Consultant shall

indicate all costs associated with the Assignment, like remuneration and reimbursable other services +GST (as applicable).

7. Payment Schedule

- 7.1. The remuneration of the Consultant will be paid on monthly basis. The applicable GST will be borne by JMRC.
- 7.2. The reimbursement of mobile/telephone/internet expenses shall be up to Rs. 2000 per month.
- 7.3. The payment will be released to the Consultant on the basis of monthly attendance certified by reporting officer.
- 7.4. The Consultant is entitled for all the Govt. Holidays; however Consultant may be called after duty hours or on any Holidays as per the exigencies of work and no extra payment will be made for it.
- 7.5. The Consultant is entitled for 12 days casual leave in the whole period of this assignment and if he avails leave of more than 12 days then payment will be deducted on pro-rata basis.
- 7.6. The Consultant shall be provided pool vehicle for the work of JMRC.

8. Conflict of Interest

JMRC requires that the Consultant must provide his services with a professional objective and impartial manner and at all times hold JMRC's interests paramount, avoid conflicts with his other assignments or interests, and act without any consideration for future work. The Consultant shall not engage, either directly or indirectly, during the term of this assignment in any business or professional activities which would conflict with the activities assigned to him by JMRC. The Consultant shall always maintain high degree of confidentiality while dealing with sensitive matters of land, and shall continue to maintain the confidentiality even after the termination of this assignment.

9. Termination of Assignment:

Either party among JMRC and the Consultant may terminate this assignment with or without assigning any reason(s) thereof by giving a written notice of not less than 15 days to the other party. In case of any disputes between the parties, the same shall be tried to be resolved amicably and Court(s) at Jaipur shall have exclusive jurisdiction over such disputes.

Signature & Name of the Authorised Signatory

Signature & Name of the Consultant



Format of Financial Offer

SN	Work	Offered Price per Month
	Consultancy services as per clause 2	Pay Last Drawn: Rs. 80000/-
1.	of the Terms of Reference.	Minus Pension: Rs. 40000/-
		Applicable Monthly remuneration:
		Rs. 40000+DA (@50%)
2.	Applicable Monthly Remuneration	Rs. 60000/-
	(Excluding GST):	Rs. 60000 (rounded off)
3.	GST (to be paid by the Corporation)	
	As applicable presently @ 18%	
	Grand Total per Month	

Note: The present applicable rate of DA is 50% of basic pay as GoR order No. F.6 (3)FD (Rules)/2017 dated 14.03.2024 which shall remain unchanged during the entire period of engagement

Accepted Unconditionally:

Sh Suresh Kumar Chawla 93/46, Vijay Path, Agrwal Farm, Mansarover, Jaipur-302020 Mobile No: - 9414905279



