

TECHNICAL SANCTION D

## Technical Sanction B

- A7 Notice Inviting Tender No. 08/80/CS-17/DDA/2008-10
- A1 Name of work On site development of J.T. clusters
- A2 S.M. Consultancy of Preparation of detailed report of proposed Rehabilitation of structures for in-site development at Kirti Nagar (Gr. D)
- A3 Estimated Cost : Rs. 31,76,700/-
- Earnest Money : Rs. 10,000/-
- A4 Security Deposit : Rs. 5% of tendered cost
- A5 Performance Guarantee : Rs. 5% of tendered cost
- Time Allowed : Two months

Certified that NIT Contains 1432... Pages with Correction Slips.

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WD-13 / DDA

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*[Signature]*

Name of Agency

Date of Application and Receipt

Tender issued on

Cost of Tender : Rs. 520/-

Date of Opening

DELHI DEVELOPMENT AUTHORITY  
DWARKA ZONE

AS N.I.T. No. 08/84/CE/17/DAA/1009-10

A1 Name of Work In situ Development of J.J. clusters  
A2 SH Consultancy of preparation of detailed report of proposed  
rehabilitation of dwellers for in situ development at Kirti Nagar  
Gr-D1

Earnest Money : Rs. 10,000/-

Security Deposit : @ 5% of the Tendered Amount

Time Allowed : 2 (Two) months

Certified that this NIT contains pages marked pages 1 to 32  
quantity to be 31,76,700/- is approved, Ag

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This NIT is approved containing pages marked to 32 A5  
amounting to Rs 31,76,200/-

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## DELHI DEVELOPMENT AUTHORITY

The Executive Engineer WD-13 / DDA invites Financial Bids from the panel of Architect approved under Category-A, on behalf of Chairman, DDA, for the following works:

S.No.	Name of Work	Period of Completion	Earnest Money	Cost of Tender Document
1.	In-Situ Development of J.J. Cluster SH: Consultancy of preparation of detailed project report of proposed rehabilitation of Dwellers for In-situ Development at Kirti Nagar, Group D-I.	Two months	Rs. 10,000/-	Rs. 520/- (Cash and Non-Refundable)

Application for tender documents will be received in the office of the undersigned upto 3.00 p.m. on 15.12.2009 along with cost of tender documents and Earnest Money Deposit (Only Earnest Money refundable to the unsuccessful Bidders) of aforesaid amount in favour of Sr. AOC, AU (DDA) in the form of a Call Deposit Receipt or Demand Draft or FDR of a Schedule Bank Guaranteed by Reserve Bank of India.

The tender documents shall be issued to the consultancy by the Executive Engineer WD-13 / DDA, upto 15.12.2009 at 3.00 p.m.

A pre-Bid Meeting will be held in the Chamber of Chief Engineer, Dwarka Zone/ DDA, Mangla Puri, New Delhi on 18.12.2009 at 3.00 p.m.

The tender documents will be received upto 21.12.2009 at 3.00 p.m. in the office of Executive Engineer, WD-13 / DDA, Lakkar Mandi, Kirti Nagar, New Delhi, and opened at 3.30 p.m. on the same day.

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Copy to:-

- 1 M/s. Suresh Goel & Associates  
S-83, Panchsheel Park,  
New Delhi-110017
- 2 M/s. M.M. Project Consultant Pvt. Ltd.  
45, Zicom House,  
Chimbai Road Bandra (West)  
Mumbai-400 050
- 3 M/s. Stup Consultants Pvt. Ltd.  
Plot No.22-A, Sector-19-C,  
Vashi, Palam Beach Marg,  
Navi Mumbai
- 4 M/s. Abhijit Ray & Associates,  
25-C, MIG Flats Sheikh Sarai  
Phase-I, New Delhi-110017
- 5 M/s. EFNRA Consultants  
22, Gyan Kunj, Laxmi Nagar,  
Delhi-110092
- 6 M/s. Shreshth Malpani & Associates,  
B-10, Maharani Bagh,  
New Delhi-110019
- 7 M/s. Consulting Engineering Services (India) Pvt. Ltd.  
57, Nehru Place, 5<sup>th</sup> Floor,  
New Delhi-110019
- 8 M/s. Shristi Infrastructure Development Ltd.  
F-13, Kailash Colony,  
New Delhi-110048
- 9 M/s. ARCH-EN Design,  
B-1/37, Ground Floor, Hauz Khas  
New Delhi-110016
- 10 M/s. Architects Bureau,  
13, Old Palam Marg, Vasant Vihar,  
New Delhi-110057
- 11 M/s. Gian P. Mathur & Associates Pvt. Ltd.,  
C-55, East of Kailash,  
New Delhi-110065
- 12 M/s. City Gold Management Services Pvt. Ltd.  
Akruti Trade Centre, Road No.7,  
Marol MIDC, Andheri (East)  
Mumbai-400093.

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- 13 M/s. Adharshila Design Pvt. Ltd.  
B-4/124, LGF, Safdarjung Enclave,  
New Delhi-110029
- 14 M/s. P.N. Bhobe & Associates,  
A-4, Ramesh Ghar, 223,  
T.H., Kataria Marg,  
Mumbai-400016.
- 15 M/s. HUDCO,  
Hudco Bhawan, IHC,  
Lodhi Road,  
New Delhi-110023
- 16 M/s. RITES,  
Rites Bhawan No.1, Sector-29,  
Gurgaon-122001
- 17 M/s. Adlakha Associates Pvt. Ltd.  
F-70, 1<sup>st</sup> Floor, Bhagat Singh Market,  
Near Gole Market,  
New Delhi.

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## SECTION-1

### BRIEF PARTICULARS OF THE WORK

Salient details of the work for which Financial proposals are invited are as under:-

#### 1.0 Brief History

1.1 Delhi Development Authority need consultant for the In-Situ Development at Kirti Nagar (Gr. D-1) A-1

1.2 DDA is engaged in development of National Capital Delhi with state of the art infrastructure and housing facilities. As a part of its efforts to rehabilitate / redevelopment of the slum clusters to create conducive living environment for its occupants and regain and utilize full or part of the land in a gainful manner, on MPD-2021 norms, DDA invites the Financial Bids for consultancy services for in-Situ Development at Kirti Nagar (Gr. D-1) from the empanelled Architects under Category-A. A-1

..... and has been set-up by squatters on DDA land in Shape of Jhuggies / Pucca / Semi Pucca Structures. The colony lacks basic amenities.

2.0 Scope of work for in-Situ Development:

#### Part-I:

- (a) Total Station Survey of the Site.
- (b) Total Nos. of EWS houses required for in-situ development in JJ Cluster or group of Clusters shall be provided by L.M. Branch of DDA on the basis of which conceptual scheme shall be evolved by the Consultant.
- (c) For such in-situ development, number of JJ Clusters as decided by DDA may be amalgamated to make the scheme viable. If necessary, nearby DDA vacant land may be made available at the option of DDA.

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- (d) Preparation of Scheme for optimum utilization of land as per approved policies and frame work of Master Plan – 2021 norms (For guidance, relevant extract of MPD-2021 norms is given in Annexure-"A").
- (e) Conceptual Scheme for rehabilitation and remunerative components and remaining land. Consultant is only required to give block layout indicating residential / non-residential components, optimum FAR utilization, proposed ground coverage. The scheme will be based on carpet area of EWS houses not less than 25 Sqm.
- (f) Proposal for change of land use wherever required and proposal for change in MP norms wherever considered necessary.
- (g) Indicate Technical / Financial viability and suggestion for any relaxation / exemption required.
- (h) Total number of JJ Cluster, number of households to be accommodated and area in hectares of the Scheme under this TOR or Scope of Work is given in the Schedule S enclosed. In case houses to be incorporated finally are more than the figures indicated in Schedule "S" or the area indicated in Schedule "S" increases in the final consultancy work, additional payment will be admissible as under:
- (i)  $\frac{0.25 \times \text{increase in area}}{\text{Area given in Schedule S}}$  %
- Or
- (ii)  $\frac{0.25 \times \text{increase in No. of houses}}{\text{No. of Houses Indicated in Schedule S}}$  %  
whichever is higher

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**Part-II**

- (a) Preparation of tender documents for in-situ development on Public Private Partnership (PPP) model. Specifications for EWS Houses will be provided by DDA.
- (b) Detailed Project Report (DPR) for purpose of seeking financial assistance for BSUP under JNNURM Scheme or similar scheme such as Rajiv Gandhi Awas Yojna of Ministry of Housing and Urban Poverty Alleviation.

**Deliverables:**

- (i) Conceptual Report: <sup>e/</sup> enumerated  
This will cover all aspects as ~~ensured~~ in scope of work (Part-I).
- (ii) PPP Bid document enumerated in of scope of work (Part-II).
- (iii) Detailed Project Report enumerated in Scope of work (Part-II).

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## SECTION – II

### TERMS OF REFERENCE

Name of Work: *AI In situ Development of JJ cluster  
: SH. Consulting & Preparation of detailed  
report of Rehabilitation of Dwellers for In situ  
Development at Kirti Nagar Gr D1*

### GENERAL TERMS & CONDITIONS FOR CONSULTANCY WORK

#### 1.0 DEFINITIONS:

For the purpose of agreement, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

- (i) 'Employer' means the Chairman, DDA, which expression shall unless excluded by or repugnant to the context include Employer's representatives.
- (ii) 'Employer's representative' means the concerned Zonal Chief Engineer, DDA, New Delhi of relevant package or any other person authorized by him/her, who would be in charge of the work and would sign the agreement on behalf of Chairman, DDA.
- (iii) 'Approved' means by Employer's representative in writing including subsequent confirmation or previous approval and 'approval' means approved by Employer's representative in writing.
- (iv) 'Engineer-in-Charge' means the Concerned Executive Engineer, DDA, in charge of relevant package and who shall sign the contract on behalf of DDA.

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*[Signature]* *[Signature]*  
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(v) 'Consultant' means the person, firm and/or company who has the requisite experience of such works based on standard norms / specifications and would quote for tender / quotation for the subject work.

(vi) 'Agreement' means the formal agreement executed between the Employer and the consultant, consisting of the tender or the 'tender document' including any letter by the consultant subsequent to the tender but before Letter of Acceptance, letter of acceptance thereof including the terms and condition for consultancy work, NIT and Press Notice.

## 2.0 AUTHENTICITY OF DATA & FACTS:

2.1 The consultant shall not conceal any factual data or submit false, misleading data, report, decision and field studies. The Employer may recover damages and consultant fee already paid for such work if any misconduct in this regard is detected at any stage.

2.0

## 3.0 DUTIES OF THE 'EMPLOYER'S REPRESENTATIVE / ENGINEER-IN-CHARGE:

### 3.1 GENERAL SITE DATA:

The Engineer-in-Charge shall provide the site plan. In case the consultant requires an authority letter from the 'Engineer'-in-Charge for any State or Local Authority for collection of data or document(s), the same shall be provided on request.

### 3.2 ACCESS TO SITE:

The Engineer-in-Charge shall allow access to the site and allow all kinds of surveys and access to site and other officials at all times subject to any restrictions laid down by the local authorities.

### 3.3 NODAL OFFICER:

The Engineer-in-Charge shall be the nodal officer to interact with the consultant to facilitate this work.

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#### 4.0 CONDITIONS:

- 4.1 The consultant shall undertake all required visits to site (s) officers of 'Employer's representative' / Engineer-in-Charge or offices of state / local authorities at his own cost.
- 4.2 The consultant shall be required to quote a lump sum fee (Agreement Value) at the designated place as mentioned in the subsequent para. Service Tax, as applicable shall be deemed to be included in the 'Agreement Value' as quoted by the consultant. Nothing extra whatsoever shall be payable on this account.
- 4.3 The consultant should arrange all the equipment and instruments etc. as required for the proper and timely execution of the consultancy services under this TOR.
- 4.4 The date of start of the work in this agreement shall be reckoned from the 5<sup>th</sup> day after the date of written orders to <sup>commence</sup> ~~convenience~~ the work.
- 4.5 The consultant, on acceptance of his tender by the employer, shall, within five days of the stipulated date of start of work, sign the agreement.
- 4.6 The reports and any other documents envisaged under this agreement shall be supplied by the consultant as indicated below:-
- (i) One original and three hard copies of deliverables.
  - (ii) One soft copy – on a CD, of all the documents except test reports and other documents received by the consultant from state / local authorities.
  - (iii) If there is any revision in any report and other documents for any reason, equal number of same shall be supplied by the consultant without extra charge. All these reports and documents shall become the property of the Employer and he will have the right to use the same in any way or anywhere else without any payment or royalty to the consultant.

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- 4.7 Preparation of report must be based on standard norms of MPD-2021, local byelaws / IS Codes and statutory requirements of local authorities guidelines and parameters.
- 4.8 No TA/DA or any other expenses shall be paid for attending meeting, making presentations, collection of data or for any liaison work.
- 4.9 The time of completion shall be 60 days.
- 4.10 The scope does not include any approvals sanctioning of building or layout plan or approvals from MCD, DJB, DFS, DUAC and Electricity Department etc. However, the consultants should be familiar with norms of these authorities. Approval of drawings prepared by the Consultant from the Chief Architect, DDA (or his authorized representative) and Planning Department under Commissioner (Plg.), DDA is included in the scope of this work.
- 4.11 The consultant will be required to work in close coordination with Engineering Wing, Architecture Wing, Planning Wing, Land Management and Land Disposal Wing of DDA as and when required.
- 4.12 The consultant will be required to make presentations before DDA as and when required.
- 4.13 The time period allowed is for completing all stages upto preparation of bid document on PPP Model and DPR.  
The time allowed includes time taken by DDA for approval of deliverables. However, incase approval by competent office takes time more than 7 days after submission of report, which is otherwise complete, the extra time taken beyond 7 days will be excluded and suitable extension shall be given on merits and circumstances of the case.

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- 4.14 The bid shall remain open for acceptance for a period of 60 days from date of opening of Financial Bid.
- 4.15 If at any stage, DDA decides, not to proceed further for any reason whatsoever, the consultant will stop consultancy work. The payment made as per stages shown will be conclusive evidence of discharge of contract and contractor will have no claim whatsoever on this account.
- 4.16 DDA reserves its right to reject any/all bid/bids without assigning reason thereof.

#### 5.0 TIME FRAME:

- 5.1 The flow or activities and the maximum time frame for the work shall be as follows:

S.No.	Activity	Time Allowed (From date of Start)
1.	Survey	10 days.
2.	Submission of plans / conceptual report.	20 days.
3.	Financial Viability report	40 days.
4.	PPP Document	45 days.
5.	Detailed Project Report (DPR)	60 days.

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## 6.0 MODE OF PAYMENT:

The agreed payment shall be released at following stages:

S.No.	Successful completion of stage	Percentage of Agreement Value
A.	On submission and approval of Conceptual Report as per Part-I of the Scope of work.	25% (Twenty five percent)
B.	Preparation of tender documents as indicated under scope of work, para 2, Part-II (h) and on submission of cost estimates for building as well as services and financial viability of the project in the acceptable manner.	40% (Forty percent)
C.	Preparation and approval of DPR as indicated in the scope of work under para 2, Part-II (i).	35% (Thirty five percent)
	Total	100%

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## 7.0 SECURITY DEPOSIT:

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- 7.1 An amount equivalent to 5% (Five percent) of the gross amount payable to the consultant shall be deducted progressively from each bill for fulfilling the terms of agreement faithfully and honestly. The earnest money already deposited shall be adjusted while deducting security deposit. The security deposit will be refunded after receipt of the approval of DPR by the approval agency. Security Deposit can, however, be replaced by FDR pledged in favour of Sr. A.O. CAU (DWK, DDA and issued by the nationalized scheduled banks guaranteed by Reserve Bank of India.

- 7.2 Income Tax along with surcharge and other taxes etc. as applicable, will be deducted from the running and final payments. No SERVICE TAX SHALL BE PAID EXTRA.

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## 8.0 PERFORMANCE GUARANTEE BOND:

- (i) The consultant shall submit an irrevocable Performance Guarantee of 5% (five percent) of the Agreement value (tendered amount) in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement (notwithstanding and/or without prejudice to any other provision in the contract within 15 days of issue of letter of intent. This period can be further extended by the Engineer-in-Charge upto maximum period of 7 days on written request of the consultant stating the reason for delay in procuring the bank Guarantee, to the satisfaction of the Engineer-in-Charge. This Guarantee shall be in the form of Govt. Securities or fixed deposit receipts or Guarantee Bond of any Scheduled Bank or the State Bank of India, in accordance with the form annexed here to (Form F) in case a fixed deposit receipt of any bank is furnished by the consultant to the DDA, as a part of the performance guarantee and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the consultant and the consultant shall forthwith on demand furnish additional security to the DDA to make good the deficit.
- (ii) A letter of intent shall be issued in the first instance informing the successful tenderer of the decision of the competent authority to accept his tender and the award letter shall be issued only after the performance guarantee in the prescribed form is received. In case of failure by the consultant to furnish the performance guarantee in the specified period, Govt. shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Earnest Money absolutely.
- (iii) The performance guarantee shall be initially valid upto the stipulated date completion plus 90 days beyond that. In case the time for completion of works gets enlarged, the contractor shall get the validity of performance guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be refunded to the consultant, without any interest.

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(iv) The Engineer-in-Charge shall not make a ~~claim~~ under the performance guarantee except for amount to which the DDA is entitled under the contractor (not withstanding and / or without prejudice to any other provision in the contract agreement) in the event of:-

(a) Failure by the consultant to extend the validity of performance guarantee except for amount to which the DDA is entitled under the contract (not withstanding and / or without prejudice to any other provision in the contract agreement) in the event of:-

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(b) Failure by the consultant to pay DDA any amount due, either as agreed by the consultant or determined under any of the clauses / conditions of the agreement, within 30 days of the service of the notice to this effect by Engineer-in-Charge.

(v) In the event of the contract being determined or rescinded under provisions of any of the clause / condition of agreement the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the DDA. (Specimen of performance guarantee bond given as per Form F).

#### 9.0 DELAY IN CARRYING OUT THE CONSULTANCY WORK:

The time allowed for carrying out the work, as specified, shall be strictly observed by the consultant and shall be deemed to be the essence of contract. The work shall, throughout the stipulated period of agreement, be processed with due diligence and in the event of failure of the consultant to complete the work within time scheduled as specified above or subsequently notified to him, the consultant shall pay as compensation amount equal to one percent or such small amount as the Employer may decide on the "agreement value" for every day that the work remains unfinished after the specified date subject to a maximum 5% of the "Agreement Value"

#### 10.0 ABANDONMENT OF WORK:

That if the consultant abandons the work for any reason what-so-ever or becomes incapacitated in acting as consultant as aforesaid, the Employer may make full use of all or any of the work done and submitted by the consultant and that the to pay such damages as may

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be assessed by the Employer. In case said excess fees paid are not refunded by the consultant, such due amount to Employer, the same shall be a debt on the consultant and shall be liable to be recovered by the Employer.

#### 11.0 TERMINATION:

The employer without any prejudice to its against the consultant in respect of any delay or otherwise or to any claims or damages in respect of any breaches of the agreement and without prejudice of any right or remedies under any of the provisions of this agreement, may terminate the agreement by <sup>giving</sup> ~~given~~ seven day notice in writing to the consultant and in the event of such termination, the consultant shall be liable to refund the excess payment, if any, made to him over and above what is due in terms of this agreement on the date of termination and the Employer may make full use of all or any of the reports / work and any other documents prepared and submitted by the consultant. In case said excess fees paid are not refunded by the consultant and no amount or inadequate amount is available with Employer, such due amount of Employer shall be a debt on the consultant and shall be liable to be recovered by the Employer.

#### 12. ARBITRATION:

In the event of any dispute between the parties in respect of the meaning or interpretation of the agreement, or covering anything herein contained or the validity of the enforcement thereof which can not be settled mutually, the decision of Vice-Chairman, DDA shall be final and binding.

If the consultants does not make demand against any dispute in respect of any item in writing 90 days of receiving intimation from the employer that the final bill is ready for payment, the claim (s) of the consultant will be deemed to have waived and absolutely barred and the employer shall be discharged and released of all liabilities under the agreement in respect of all such claims.

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All disputes arising out of the contracts to be signed with the Consultant shall be subject to the jurisdiction of Delhi Court only.

The consultant shall continue to perform their duties with due diligence notwithstanding the fact that a dispute or any dispute or difference has arisen.

### 13.0 GUARANTEE:

13.1 The consultant shall re-work/re-prepare at his cost any portion of the work which due to his failure to use reasonable degrees of skill gets rejected and/or is not accepted by the "Engineer-in-Charge".

13.2 The employer may make good any losses by recovery from the dues of the consultant in case of failure to comply with the terms and conditions of the agreement. In case no amount or inadequate amount is available with Employer, such due amount to Employer shall be a debt on the consultant and shall be liable to be recovered by the Employer.

### 14.0 DETERMINATION OR RECESSON OF AGREEMENT:

14.1 The Employer without any prejudice to his rights against the consultant in respect of any delay by seven day notice in writing may determine or rescind the agreement in any of the following cases:-

- (i) If the consultant being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstance shall arise which entitles the court or creditor to appoint a receiver or a manager which entitles the court to make up a winding order.
- (ii) If the consultant commits breach of any of the terms of agreement.

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# **PAYMENT UPON DETERMINATION OR RECESSION OF AGREEMENT:**

In the event of determination or recession in the contract, the employer shall issue a certificate for the value of the work done less payment paid up to the date of issue of certificate. If the total amount due to employer exceeds any payment due to the consultant, the difference shall be recovered by the employer from the available security deposit and performance guarantee, which shall stand forfeited absolutely, and if the same is not adequate, any amount due to employer shall be a debt on the consultant and shall be liable to recovered by the employer.

## **GENERAL:**

- (a) The scrutiny of the documents (submitted by the consultant) by the "Employer's Representatives" or his authorized representative, if any, does not absolve the consultants of their responsibility under agreement. The consultant shall remain solely responsible for soundness of the work done by him or by the associates / specialists engaged, if any, by him.
- (b) The fees paid as provide herein shall be in full discharge of functions to be performed by the consultant and no claim whatsoever shall be against the Employer in respect of any proprietary rights or copy rights on the part of any other party. The consultant shall indemnify and keep indemnified the Employer against any such claims and again all costs and expenses paid by the Employer in defending himself against such claim.

## **15.0 AGREEMENT VALUE (To be submitted with the financial bid).**

I/We certify that I/We have read all the scope of work and all the terms and conditions mentioned above and I/We agree to each of them.

I/We hereby quote a sum of Rs. .... covering the schedule and terms and conditions.

(Consultant's Signature and Address)

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FORM OF PERFORMANCE SECURITYBANK GUARANTEE BOND

In consideration of the Chairman, DDA (hereinafter called "the DDA") in having agreed under the terms and consideration of agreement No. .... dated ..... made between ..... and ..... (hereinafter called the said consultants(s) (hereinafter called, the said agreement), having agreed to production.

- (a) Irrecoverable Bank Guarantee for ..... (Rupees ..... ) from the consultants for compliance of his obligations in accordance with the term and conditions in the said agreement, we indicate the name of the bank have not undertake to pay to the DDA and amount not exceeding Rs. .... (Rupees ..... ) on demand by the DDA.

We ..... do hereby undertake to pay amounts due and payable under this guarantee.  
(indicate the name of the Bank).

Without any demure, merely on a demand from the DDA stating that the amount claimed is required to met the recovery due or likely to be due from the said consultants (s) any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to the amount not exceeding Rs. .... only.

I/We, the said bank further undertake to pay to the DDA any money so demanded not withstanding any dispute or disputes used by the consultants(s) in any suit or proceeding pending before any court of

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*Tribunal relating thereto our liability under the payment so made by us under this bond shall be a valid discharge of our liability for payment here under and the consultants(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under the payment so made by us under this bond shall be a valid discharge of our liability for payments here under and the payment so made by us under this bond shall be a valid discharge of our liability for payment here under and the consultants(s) shall have no claim against us for making such payment.*

I/We ..... further agree that the guarantee herein contained shall remain in full (indicate the name of the Bank).

The effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the DDA under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till Engineer-in-Charge on behalf of the DDA certified that the terms and conditions of the said agreement have been fully and properly carried out by the said consultants) and accordingly discharge this guarantee.

I/We ..... further agree with the DDA that the DDA shall have .....  
(indicate the name of the Bank).

The fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said consultants(s) from time to time postpone for the time or from time any of the power exercisable by the DDA against the said consultant(s) and to for bear or enforce of the terms and conditions relating to the said consultants(s) and to for bear or enforce of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of such deviation or extension being granted to the said consultants (s) for any forbearance act of

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omission on the part of the DDA or any indulgence by the DDA to the said consultants (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have effect of so relieving.

The guarantee will not be discharged due to the change in the constitution of the Bank or the consultants(s).

I/We ..... lastly undertake not to revoke this guarantee except with the name of the Bank) Previous consent of the DDA in writing.

This guarantee shall be valid upto ..... unless extended on demand by DDA not standing anything mentioned above, our liability against this guarantee is restricted to ..... only) and unless a claim in writing is lodged within six months of the date of expiry or the extended date of expiry this guarantee all our liabilities under this guarantee shall stand discharged.

Verified the ..... day of ..... for the .....  
..... (indicate the name of Bank)

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## ANNEXURE "A"

**RELEVANT ABSTRACT FROM MASTER PLAN:**

Broadly speaking this alternate approach should have the following components:

- (i) Resettlement, whether in the form of in-situ upgradation or relocation, should be based mainly on built-up accommodation of around 25 sqm. with common areas and facilities, rather than on the model of horizontal plotted development.
- (ii) The concept of land as a resource should be adopted to develop such accommodation with private sector participation and investment, to the extent possible.
- (iii) Incentives by way of higher FAR, part commercial use of the land, if necessary and feasible, transfer of development rights should be provided.
- (iv) A cooperative settlement model with adequate safeguards may be adopted with tenure rights being provided through the institution of Cooperative Societies.
- (v) The provision of accommodation should be based on cost with suitable arrangements for funding / financing, keeping in view the aspect of affordability and capacity to pay.
- (vi) In case of relocation, the sites should be identified with a view to develop relatively small clusters in the manner that they can be integrated with the over all planned development of the area, particularly keeping in view the availability of employment avenues in the vicinity. Very large resettlement sites could lead to a phenomenon of planned slums.
- (vii) Suitable arrangement for temporary transit accommodation for families to be rehabilitated should be made. This may preferably be near or at the same site and the utilization of these may be synchronized with the phases of implementation of the scheme of in-situ upgradation.
- (viii) Community Based Organizations (CBOs) and Non-Governmental Organizations (NGOs) should be closely involved in the resettlement process.

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**REGULATIONS AND GUIDELINES:**

Slum and JJ Redevelopment Regulations and Guidelines for Collective Community Rehabilitation / Relocation-in-situ-upgradation / Rehabilitation of Slum & JJ clusters and Resettlement Colonies.

- (i) Minimum plot size 2000 sqm. (facing a min. road of 9 m).
- (ii) Maximum density 600 units per hect. + 10% variation on residential component of land.
- (iii) The scheme should be designed in a composite manner with an overall maximum FAR of 400 on the residential component of the land at FAR on the remunerative component of land shall be as applicable for the relevant land use.
- (iv) Mixed land use / commercial component upto 10% of permissible FAR in the residential component of the land.
- (v) Specific situations may require clubbing of scattered squatters with JJ sites in the neighbourhood to work out an over all comprehensive scheme.
- (vi) The minimum residential component of the land area for rehabilitation of squatters has to be 60% and maximum area for remunerative use has to be 40%.
- (vii) Area of dwelling unit for rehabilitation shall be around 25 to 20 Sqm.
- (viii) Common parking is to be provided which can be relaxed wherever required, except for the parking for remunerative purposes.
- (ix) No restriction on ground coverage (except setbacks).
- (x) Schemes shall be approved by concerned local body.
- (xi) Schemes / designs should be compatible for the disabled.,
- (xii) Norms for social infrastructure shall be as per 4.2.2.2 B. (Annexure-I) Sub-Para (ii) 'Social'.
- (xiii) Norms for physical infrastructure shall be as per note (iv) of Table 4.2 (Annexure-II).

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**REGULATIONS & GUIDELINES:**

Annexure -I

Table 4.2.2.2 B

**Social:**

For provision of social facilities, reduced space standards shall be adopted. Depending on the availability of land, facilities like community hall, dispensary etc. can be grouped together.

- (a) Primary School : 800 Sq.m. per 5,000 population.
- (b) Sr. Secondary School : 2000 sqm. per 10,000 population.

The norms can be further relaxed for existing recognized schools on the basis of minimum norms prescribed by the Education Department, GNCTD / Central Board of Secondary Education.

- (c) The following facilities can be clubbed in a composite facility centre (500-1000 Sqm.).

- (i) Multi-purpose Community Hall : 1000 Sqm.
- (ii) Basti Vikas Kendra : 100 Sqm.
- (iii) Religious Site : 100 Sqm.
- (iv) Police  
Police Post : 100 Sqm.
- (v) Health Centre : 100 Sqm.
- (vi) Park / Shishu Vatika : 200 Sqm.
- (vii) Area for essential retail outlets e.g. Milk Booth, Fair Price Shop, Kerosene Shop, etc. may be provided.
- (viii) Provisions for informal trade units and weekly market to be made, wherever necessary.

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**REGULATIONS & GUIDELINES:**

Annexure-II

Table 4.2

S.No.	Use Premises	No. of Unit	Unit Area (Hact.)	Total Land (Hact.)
(a)	Education:			
	1. Primary School	1	0.20 - 0.40	0.20 - 0.40
	2. Sr. Secondary School	1	0.60 - 0.80	0.60 - 0.80
(b)	Shopping:			
	3. Local Convenience Shopping	1	0.40	0.40
	4. Service Market	1	0.20	0.20
c/	5. <del>Internal</del> <sup>External</sup> Bazaar	1	0.10	0.10
	(c)			
	Other Community Facilities:	c2	As per standard norms (in LSC)	As per standard norms (in LSC)
	6. Milk Booth	*		
	7. Banquet Hall	1	0.08 - 0.20	0.08 - 0.20
	8. Religious Building	2	0.04	0.08
	9. Housing Area Play Ground	2	0.5	1.0
	10. Neighbourhood Play Area	1	1.0	1.0
	11. Anganwari	2	0.02 - 0.03	0.04 - 0.06
(d)	Recreational:			
	12. Total lot @ 0.50 Sqm./person	-	0.0125	0.5
	13. Housing area park	2	0.5	1.0
	14. Neighbourhood Park	1	1.0	1.0
(e)	Utilities:			
	15. Dhalao including segregation facility	0.02	0	-
	16. Underground Water Tank	0.20	0.20	-
	17. Local level waste water treatment facility	Wherever feasible	--	--
(f)	Transportation:			
	18. Three Wheeler & Taxi Stand	1	0.04	0.04

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## ANNEXURE 'B'

## SCOPE OF THE WORK FOR DETAILED PROJECT REPORT:

The scope of the work is to prepare 'Detailed Project Report' to secure clearances of the said project report from the Ministry of Housing & Urban Poverty Alleviation, New Delhi including the preparation of all necessary documents etc. in all related activities as per BSUP/JNNURM notification complete. Detailed Project Report (DPR) shall be prepared as per the guidelines issued by the Ministry of Housing and Urban Poverty Alleviation / BSUP with upto date amendments including all necessary data / details, collection and documentation.

General features and major components of the work indicated hereunder for guidance:

1. Preparation of necessary drawings: Architectural, including services.
2. Preparation of 'BOQ' and detailed estimates for civil, sanitation and electrification as per DSR.
3. Preparation of necessary and drawings for development works including sewerage, drainage, water supply, roads, pathways, parks; boundary wall, check post, horticulture, street lighting, main-cables, substations etc.
4. Preparation of 'BOQ' and detailed estimates for works mentioned above for development works.
5. Preparing technical data, breakup of cost and checklist as per requirement of JNNURM / Appraisal agencies.

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6. Liaison with appraisal agency appointed by JNNURM (HUDCO / BMTPC etc.) Whenever required.
7. Making presentations and attending meetings of Govt. of Delhi / DDA / JNNURM Directorate / Ministry of HUPA / Appraisal agencies / approval committees.
8. The consultant shall modify the report at various stages during the approvals sought by various agencies at no extra cost.
9. The DPR shall also include – the Socio-economic survey, List of Beneficiary, project description, necessity, methodology, optimization, specifications, cost effectiveness, earthquake resistance, resource management, bar chart, time schedule, quality control and other statutory requirements as per bye-laws / I.S. Codes and as per guidelines of JNNURM Schemes.
10. The DPR shall also highlight the facilities w.r.t. health education, transport, employment and social factors etc. as per requirement of JNNURM.

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## SCHEDULE -S

S.No.	Total No. Of JJ Cluster	No. Of Houses holds in Cluster mentioned in Col. - (2)	Approximate area of land occupied by Jhuggies Dwellers in these Clusters. (In Acre)
1	2	3	4
1.	38 - Jhuggie Jhompri Udhar Samiti near Rail Line, Block 8/35, Kirti Nagar	450	1.00
2.	39 - Jhuggie Clusters behind 5/35 Industrial Area, Kirti Nagar	1700	2.00
3.	43 - Dr. Ambedkar Camp, Plot No. 52, 53. Furniture Block, Kirti Nagar	200	0.45
4.	44 - Dr. Ambedkar Camp, Plot No. 39, Kirti Nagar	165	0.40
5.	45 - Dr. Ambedkar Camp No. 39, 10/67 Industrial Area Kirti Nagar	50	0.10
6.	51 - J.J. Camp Block-C, Kirti Nagar	42	0.08
7.	54 - J.J. Camp Railway Station, Hanuman Mandir, Kirti Nagar (along road).	35	0.06
8.	55 - J.J. Camp behind 5/32, Industrial Area, Kirti Nagar, New Delhi	538	1.20
	Total =	3180	5.29

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### Schedule of Quantity

Name of work : Insitu Development of J.J. Clusters.

S.H. : Consultancy of preparation of Detailed Project Report of proposed rehabilitation of Dwellers for In-situ Development at Kirti Nagar (Gr. D-I).

S.No.	DESCRIPTION OF ITEMS	QTY.	UNIT	RATE	AMOUNT
1	Preparation of detailed project report for the rehabilitation of Dwellers, Insitu development or relocation of slum dwellers under JNNURM, Scheme as per MPPD-2021. All complete as per the scope.				
a)	Total Station survey				
i)	For inhabitant area.	2.14 Hac.	Hac.		
b)	Preparation and submission of Financial Viability Report	3180 Nos.	Each		
c)	Urban design covered under scope of work.	Rs.47,70,00,000	%		
d)	PPP document (Public Private Partnership)	LS	--		
e)	D.P.R. (Detailed Project Report)	LS	--		