

**DELHI DEVELOPMENT AUTHORITY
OFFICE OF EE/ED-2**

NOTICE INVITING QUOTATION No. 01/EE/ED-2/DDA/18-19

The Executive Engineer Eastern Division-2, Pocket-I, Dilshad Garden Delhi invites sealed item rate quotations from the panel of Architect approved under category-A, on behalf of Chairman DDA, for the following work:

S. No.	Name of work	Period of Completion	Earnest Money
1	To provide Consultancy for updating old detailed project reports already got prepared from private consultant for in-situ rehabilitation of slum and JJ cluster in various location of Delhi.	15 Days	Rs. 10,000/-

Sealed Item rate Quotations will be received in the office of the Executive Engineer /ED-2, I Pocket, Dilshad Garden Delhi-110095 upto 3.00 P.M. 09-02-2019 along with Earnest Money Deposit (refundable to the unsuccessful bidders) of aforesaid amount in favour of Sr. A.O./CAU(EZ)/DDA in the form of a Demand Draft or FDR of a Schedule Bank Guaranteed by Reserve Bank of India.

The rate can be quoted on financial bid format attached with this letter and may be submitted to office of Executive Engineer /ED-2, I Pocket, Dilshad Garden Delhi-110095 upto 3.00 P.M. on 09-02-2019.

The copy of old project reports along with terms of reference, scope of updation of Old DPR is available for inspection in the office of Executive Engineer /ED-2, I Pocket, Dilshad Garden Delhi-110095 during office hours on all working days upto 08-02-2019 at 3.00 P.M.

E.E./ED-2/DDA

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 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 re-habilitate/re-development of the slum clusters to create conducive living environment for its occupants & neighboring area and regain & utilize full or part of the land in a gainful manner.
- 1.2 Delhi Development Authority need consultancy for updating of old detailed project report already got prepared from private consultant on the basis of modified control norms of MPD-2021, DDA invites the financial bids for updating of old DPR got prepared from Pvt Consultant for in-situ rehabilitation of Jhuggi/ Slum cluster at various locations of Delhi.

2.0 **Scope of Work for updation of detailed project report**

To update old detailed project reports already got prepared from private consultant for in-situ rehabilitation of slum and JJ cluster in various location of Delhi.

To provide consultancy in updation of old DPR(s) of in-situ rehabilitations of slum and JJ cluster in various locations of Delhi. The scope of updation of Old DPR's is to work out the revised detailed area statement which shall be in accordance with the present number of existing eligible Jhuggies for residential & remunerative components in conformity with updated control norms of MPD-2021 including latest amendments, if any, besides working out financial viability of the project based on current market rate/value of land, cost of construction, saleable value of remunerative component etc by giving due weightage to the fact that alternative transit accommodation to the slum dwellers will be provided by the developer of the project at his own cost for a period w.e.f. taking over of the site till the rehabilitation of the evictee in accordance with revised DDA policy on rehabilitation of slum/JJ clusters.

The copy of old detailed project report & current total station survey of site is available for inspection during office hours on all working days in the office of

Executive Engineer /ED-2, I Pocket, Dilshad Garden Delhi-95. However for survey report of Jhuggi cluster and extent of encroachment consultant shall visit DUSIB website or visit their office for details.

SECTION-II

Terms of Reference

Name of work:- To provide Consultancy for updating old detailed project reports already got prepared from private consultant for in-situ rehabilitation of slum and JJ cluster in various location of Delhi.

General terms & condition for consultancy work

1.0 DEFINITIONS:-

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

- i) 'Employer' means the Vice Chairman, DDA, which expression shall unless excluded by or repugnant to the context include Employer's representative.
- 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 approved 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.
- 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.

2.0 AUTHENTICITY OF DATA & FACTS:-

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

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 of Local authority for collection of data or documents (s), the same shall be provide 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 official 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.

4.0 CONDITIONS

4.1 The consultant shall undertake all required visits to site (s) Offices of “Employer’s representative” / Engineer-in-charge office 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 in the subsequent Para. GST 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 date of start of the work in this agreement shall be reckoned from the 10th day after the date of written orders to commence the work.

4.4 The consultant, on acceptance of his financial offere by the employer, shall, within seven days of the stipulated date of start of work, sign the agreement.

4.5 The report 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 & documents shall become the property of the Employer and he will have the right to use the same anywhere else without any payment or royalty to the consultant.

4.6 Preparation of updated report must be based on modified DDA policy of rehabilitation of slum/ jhuggi dwellers, control norms of MPD-2021, local byelaws/ IS Codes and statutory requirements of local authorities guidelines & parameters.

4.7 No. TA/DA or any other expenses shall be paid for attending meeting, making presentation collection of data or for any liaison work.

4.8 The time of completion shall be 15 days.

4.9 The scope does not include any approvals sanctioning of building or layout plans or approvals from MCD, DJB, DFS, DUAC and Electricity Dept. etc. However, the consultants should be familiar with norms of these authorities.

4.10 The consultant will be required to work in close coordination with Engineer Wing, Architecture Wing, Planning Wing, Land Management and Land Disposal Wing of DDA.

4.11 The consultant will be required to make presentations before DDA & approval thereof.

4.12 The time allowed includes time taken by DDA for approval of deliverables. However, in case 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 for.

5.0 TIME FRAME

5.1 The flow or activities and the maximum time frame for the work shall be as follow.

S. No.	Activity	Time allowed (From date of start)
1	Updated detailed project report including its Approval from DDA for all jhuggi clusters	15 Days

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	Submission & Approval of all updated detailed project report	100% (Hundred percent)

Income tax along with surcharge and other taxes etc. as applicable, will be deducted from the bills

7.0 **PERFORMANCE GUARANTEE BOND.**

- i) The contractor 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 (no withstanding and/or without prejudice to any other provision in the contract within 07 days of issue of letter of intent. This Guarantee shall be in the form of Demand draft or FDR of schedule Bank Guaranteed by reserve Bank Of India. This Bank Guarantee shall be drawn in favour of Sr. AO/CAU /EZ/DDA.
- ii) A letter of intent shall be issued in the first instance informing the successful consultant of the decision of the competent authority to accept his financial offer and the award letter shall be issued only after the performance guarantee in any of the prescribed form is received. In case of failure by the consultant to furnish the performance guarantee within the specified period, D.D.A. 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 of completion plus 90 days beyond that. In case the time for completion of works get 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 contractor, without any interest.

- 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:-
 - 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).

8.0 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 all 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 smaller 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 of 5% of the "Agreement Value"

10. ABANDONMENT OF WORK

That If the consultant abandons the work for any reason what-so-ever or becomes incapacitated from action 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 consultant shall be liable to refund and excess fees paid to him up to that date plus to pay such damages as may be assessed by the Employer. In case said excess fees paid are not refunded by the consultant, such due amount to Employer shall be a debt on the consultant and shall be liable to be recovered by the Employer.

That, if the Employer abandons the work any reason whatsoever, the consultant shall be paid for the services carried out any duly approved by the Employer in writing. The payment will be determined on the basis of break of up the Agreement Value.

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 damage 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 giving 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 and other documents prepared an 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.

12.0 GUARANTEE:

12.1 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".

12.2 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 this 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.

13.0 DETERMINATION OR RECISSION OF AGREEMENT

13.1 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 windup, 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.

13.2 PAYMENT UPON DETERMINATION OR RECISSION 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 it 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 consultant 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.

14.0 AGREEMENT VALUE.

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. Schedule and term and conditions.

Consultant's Signature and Address).

FINANCIAL BID FORMAT

NAME OF WORK: To provide Consultancy for updating old detailed project reports already got prepared from private consultant for in-situ rehabilitation of slum and JJ cluster in various location of Delhi.

S.No.	Description of Item	Quantity	Rate	Amount
1	To provide consultancy in updating of old DPR(s) of in-situ rehabilitations of slum and JJ cluster in various locations of Delhi. The scope of updating of Old DPR's is to work out the revised detailed area statement which shall be in accordance with the present number of existing eligible Jhuggies for residential & remunerative components in conformity with updated control norms of MPD-2021 including latest amendments, if any, besides working out financial viability of the project based on current market rate/value of land, cost of construction, saleable value of remunerative component etc by giving due weightage to the fact that alternative transit accommodation to the slum dwellers will be provided by the developer of the project at his own cost for a period w.e.f. taking over of the site till the rehabilitation of the evictee in accordance with revised DDA policy on rehabilitation of slum/JJ clusters.	5 Old DPR's	Unit per DPR	