**“DELHI URBAN SHELTER IMPROVEMENT BOARD”**

**Name of Work : In Situ Development a set of J.J. Cluster OM Nagar, Sangam Park, R.P.Bagh Delhi.**

**RFP No. : 01 /CD-III / DUSIB**

**Sub-Head : Consultancy for preparation of detailed project report for proposed rehabilitation of JJ dwellers in-situ development including optimal utilization of land and funding mechanisms for development.**

No. NIT No. 02/EE CD-III/DUSIB/2012-13/ Dated: 27/04/2012

**NOTICE INVITING TENDER**

**Delhi Urban Shelter Improvement Board**

Notice Inviting for : Lump-Sum fee for consultancy service.

Name of Work : In Situ Development a set of J.J. Clusters **OM Nagar, Sangam Park, R.P.Bagh Delhi.**

RFP No. : 01/EE CD-III/ DUSIB

Sub-Head : Consultancy for preparation of detailed project report for proposed rehabilitation of JJ dwellers in-situ development including optimal utilization of land and funding mechanisms for development.

Earnest Money : 1 Lakh

Security Deposit : 5% of tendered amount

Performance Guarantee : 5% of tendered amount

Time Allowed : 36 Months

Last Date of Sale : 14/05/2012 at 4.00 PM

Date of pre-bid : 18/05/2012 at 3.00 PM in the office of Chief Engineer (DUSIB)

Date of Opening : 25/05/2012 at 4.00PM

Executive Engineer CD III

Delhi Urban Shelter Improvement Board

TENDER NOTICE

Sealed tenders are invited by the Ex. Engineer CD-III,R.P.Bagh,Delhi-07 in two envelopes i.e. the technical proposal and financial bid in two separately sealed envelopes from empanelled Architect/Consultants under category-C of DSIIDC and consultant from DDA empanelled Architect/Consultants under category-A. The scope of work includes process for assigning the project as per relevant abstract from Master Plan 2021 and Guidelines for JNNURM/Rajiv Awas Yojana which is available for inspection and reference in the office of the undersigned and can be seen (from 11:00 A.M. to 4:00 P.M.) on all five working days except Govt. holidays).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| S.  No. | Name of work | Estt. Cost, Earnest money, Cost of  Quotation | Period of Completion | Last date of sale/ Date of Opening of Quotation |
| 1. | In Situ Development of J.J. Cluster OM Nagar,Sangam Park,R.P.Bagh ,Delhi.  Consultancy of preparation of detailed project report for proposed rehabilitation of JJ dwellers in-situ development including optimal utilization of land and funding mechanisms for development including PPP mode. | E.M. ---Rs. 1,00,000/-  Q. Cost---Rs.1500/- | 36 months | 14/05/2012 at 4.00 PM |

Application for tenders documents will be received in the office of undersigned upto 3.00P.M. on 14/05/2012. along with cost of quotation documents in favour of **Executive Engineer CD-III, DUSIB payable at Delhi.** in form of call deposit receipt or Demand Draft. The Earnest money (refundable to the unsuccessful Consultants) of aforesaid amount, shall be deposited at the time of submission of bid document in favour of **Executive Engineer CD-III, DUSIB payable at Delhi.** in form of call deposit receipt or Demand Draft or F.D.R. of scheduled bank guaranteed by Reserve Bank of India.

The tenders documents shall be issued to the Consultant upto 14/05/2012 till 4.00P.M. by the Office of Executive Engineer CD-III.

### The tender documents will be received upto 25/05/2012 at 3.00 P.M. in the office of Executive Engineer CD-III and will be opened at 4.00P.M. on the same day.

A pre-bid meeting will be held in the chamber of Chief Engineer (DUSIB), New Delhi – 110002 on 18/05/2012 at 3.00.P.M.

**NOTE :** Please visit DUSIB’s website at “delhishelter.nic.in” or dial 011-27120590

Executive Engineer CD-III DUSIB

Phone No 011-27120590(Off.)

9717999290 (Mob.)

Email:-skdania.delhishelter@gmail.com

Name of Agency \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of application and receipt \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tender Issued on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cost of tender Rs.1500/-

Date of opening : 25/05/2012 at 4.00 PM At the Office of EE CD-III, (DUSIB) R.P.Bagh ,Delhi-07

RFP No. : 01/EE CD-III/ DUSIB

Name of Work : In Situ Development of J.J. Clusters at OM Nagar,Sangam Park,R.P.Bagh,Delhi

Sub-Head : Consultancy of preparation of detailed project report for proposed rehabilitation of JJ dwellers in-situ development including optimal utilization of land and funding mechanisms for development including PPP mode.

Earnest Money : 1 Lakh

Security Deposit : 5% of tendered amount

Time Allowed : 36 months

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Executive Engineer CD-III

DUSIB

**EMPANELMENT OF ARCHITECTS FOR EXISTING SLUM & J.J. CLUSTERS**

**List Of Consultants Empaneled Under Category `A’ with DDA**

1. M/s Suresh Goel & Associates

S-83, Panchshila Park

New Delhi – 110017.

1. M/s M.M. Project Consultant Pvt. Ltd.

45, Zicom House

Chimbai Road Bandra (West)

Mumbai – 400050

1. M/s Stup Consultants Pvt. Ltd.

Plot No. 22 – A

Sector – 19C, Vashi Palm Beach Marg

Navi Mumbai

1. M/s Abhijit Ray & Associates

25-C, MIG Flats Sheikh Sarai

Phase-I

1. M/s Efnra Consultants

22, Gyan Kunj

Laxmi Nagar Delhi – 110092

1. M/s Shiresh Malpani & Associates

B-10, Maharani Bagh

New Delhi – 110065

1. M/s Consulting Engineering Services (India) Pvt. Ltd.

57, Nehru Place, 5th Floor

New Delhi – 110019

1. M/s Shristi Infrastructure Development Ltd.

F-13, Kailash Colony, New Delhi – 110048

1. M/s ARCH-EN Design

B-1/37, Ground Floor

Haus Khas, New Delhi – 110016

1. M/s Architects Bureau

13, Olof Palme Marg

Vasant Vihar, New Delhi – 110057

1. M/s Gian P. Mathur & Associates Pvt. Ltd.

C – 55, East of Kailash

New Delhi – 110065

1. M/s City Gold Management

Services Pvt. Ltd.

Akruti Trade Centre,

Road No. 7 Marol

MIDC, Andheri (East)

Mumbai – 400093

1. M/s Adharshila Design Pvt. Ltd.

B – 4/1254, LGF, Safdarjung Enclave

New Delhi – 110029

1. M/s P.N. Bhobe & Associates

A – 4, Ramesh Ghar, 223,

T.H. Kataria Marg, Mahim

Mumbai – 400016

1. M/s HUDCO

Hudco Bhawan, IHC

Lodi Road, New Delhi – 110023

1. M/s Rites

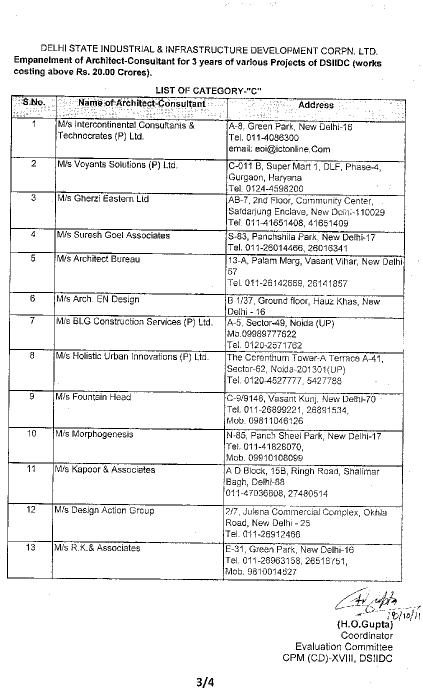
Rites Bhawan No. 1

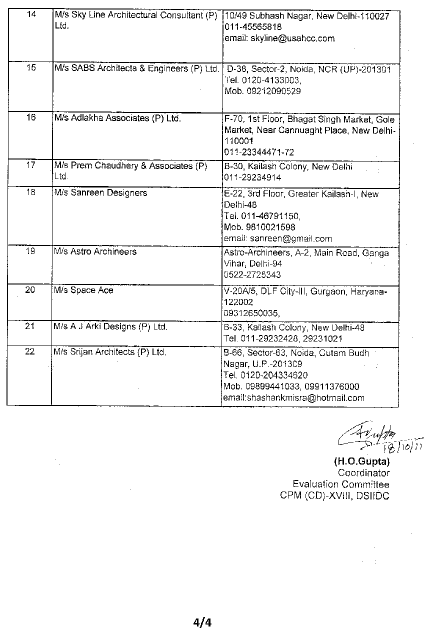
Sector – 29, Gurgaon – 122001

1. M/s Adlakha Associates Pvt. Ltd.

F-70, 1st Floor, Bhagat Singh Market

Near Gole Market, New Delhi





**SECTION – I**

**BRIEF PARTICULARS OF THE WORK**

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

1. : **Brief History**

1.1 Delhi Urban Shelter Improvement Board invites Consultants for the In-Situ development of J. J. Clusters at OM Nagar,Sangam Park,R.P.Bagh,Delhi

1.2 :DUSIB has been nominated as a nodal agency for Slum Free City Planning under JNNURM/Rajiv Awas Yojna by Ministry of Housing & Urban Poverty Alleviation, Govt. of India. As a part of its efforts to rehabilitate / redevelopment of the slum clusters to create conducive living environment for its occupants and regain & utilize full or part of the land in a gainful manner, on the basis of MPD-2021 norms, DUSIB invites the technical and financial bids for consultancy services for In-Situ development at J. J. Clusters at OM Nagar,Sangam Park,R.P.Bagh,Delhi which had come up by way of squatting on DUSIB land in shape of jhuggies/Pucca/Semi Pucca structures. The colony lacks in way of physical and social infrastructure norms prescribed for urban development in Delhi.

2.0 : Scope of work for In-situ development

**Part – I**

(a) Total Station Survey of the site.

1. Demarcation of clusters.

2. Identification of utility and other infrastructure around clusters.

3. Cluster profiling : general assessment/analysis of socio-economic profile of the dwellers.

4. Integration of cluster profile information with GIS

5. Evaluation of infrastructural facilities that required to be created for eligible dwellers/housing.

(b) Total no. of EWS houses required for in-situ development in a J.J. Cluster or group of clusters shall be provided by DUSIB on the basis of which conceptual scheme shall be evolved by the Consultant.

1. Market value assessment of land of the clusters.

2. Assessment of feasibility of commercial utilisation of part of land(mix use) e.g. commercial(offices/shops) and residential flats for sale to general public.

3. Feasible design of at least 3 models for each set of clusters along with costs of dwellings (CAPEX) and cost of maintenance for 10 years from the date of completion of project.

4. Funding methodologies for CAPEX and OPEX and assessment on feasibility of funding including surplus for DUSIB if any to generate a revolving fund.

5. Assessment of available construction technologies. Construction methodologies

for Transit accommodation of dwelling units/flats prior to construction.

6. Construction methodologies for Transit accommodation of dwelling units/flats

prior to construction.

(c) For such in-situ development, number of J.J. Clusters as decided by DUSIB may be amalgamated to make the scheme viable. If necessary, nearby DUSIB vacant land may also be made available at the option of DUSIB.

(d) Preparation of scheme for optimum utilization of land as per approved policies and framework of Master Plan – 2021 norms (For guidance, relevant extract of MPD-2021 norms is given in Annexure- `A’)

(e) Conceptual Scheme for rehabilitation of JJ Cluster and remunerative components for the use of remaining land. Consultant will also be 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 & proposal for change of MP norms/Building Regulations wherever considered necessary.

(g) Indicate technical / financial viability and suggestion for any relaxation / exemption required.

**PART-II**

1. Preparation of tender documents for In-situ development. Specifications for EWS houses will be provided and finalized by DUSIB.

1. The Consultant will be required to prepare Detailed Project Report (DPR) for purpose of seeking financial assistance for BSUP under JNNURM Scheme or similar scheme such as Rajiv Awas Yojna of Ministry of Housing & Urban Poverty Alleviation.
2. The Consultant will be required to prepare all the architectural drawings, structural and all development drawings good for construction including any other component of work.
3. The Consultant will have to take all the approvals of plans from local bodies, Delhi Urban Art Commission, fire departments, DPCC etc. as applicable including the approval of land use change if required.
4. All the necessary surveys i.e. for environment impact study, topographical survey as well as soil investigation etc. shall be the responsibility of the Consultant.
5. The cost of vetting of structural drawings through an agency suggested by DUSIB e.g. IIT etc. shall be borne by the Consultants.
6. The Consultant has to suggest contract models under PPP and EPC and justify the same.
7. The Consultant has to prepare preliminary estimates and detailed estimates of the project for the call of tender based on current Delhi Schedule of Rates (DSR) in case of EPC mode. In case of PPP mode the consultant has to prepare the RFP document for the same.
8. The Consultant has to supervise the project during construction from architectural angle.

**Deliverables :**

**Stage 1**

* Inception Report
* Draft Feasibility Reports
* Final Feasibility Reports and DPR

**Stage 2**

* Architectural plans and approvals from various agencies
* RFP for selection of developers/construction agency

**Stage 3**

* Issue of RFP and bid management, evaluation of bids, issue of LOI to selected construction agency and signing of Concession Agreements
* Supervision of project from architectural point of view

**Award of work :**

Work will be awarded on QCBS basis, as per the details given in Section II.

**Executive Engineer CD-III**

**SECTION - II**

**Terms of Reference**

**Name of Work :**

**General Terms & Conditions for Consultancy Work**

1. **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.

1. `Employer’ means the CEO, DUSIB, which expression shall unless excluded by or repugnant to the context include employer’s representatives.
2. `Employer’s representative’ means the concerned Executive Engineer, DUSIB, New Delhi of relevant package of clusters or any other person authorized by him/ her, who would be in charge of the work and would sign the agreement on behalf of CEO, DUSIB.
3. `Approved’ means by Employer’s representative in writing including subsequent confirmation or previous approval and `approval’ means approved by Employer’s representative in writing.
4. `Engineer-in-Charge’ means the Concerned Executive Engineer, DUSIB, in charge of relevant package and who shall sign the contract on behalf of DUSIB.
5. `Consultant’ means the person, firm and / or company who has the required experience of such works based on standard norms/specification and would quote for tender / quotation for the subject work.
6. `Agreement’ means the formal agreement executed between the Employer and the Consultant, consisting of the tender or the `Tender Document’ i/c any letter by the Consultant subsequent to the tender but before Letter of Acceptance, letter of acceptance thereof including the terms and conditions for consultancy work, N.I.T. and Press Notice.
7. **Minimum experience :** The Architect firm must have adequate experience in carrying out similar work. The firm must meet following minimum qualification criteria to be considered eligible for opening of financial bid :

**2(A) Eligibilities:**

Tender will be issued to category ‘C’ Architectural firms empanelled by DSIIDC and to category ‘A’ empanelled by DDA as per list enclosed in this tender document.

**2(B) Prequalification Criteria and work Experience**

* 1. The applicant should satisfy the condition 2(A).
  2. The Consultant should not have been blacklisted by any government department

Agency during last five years.

* 1. The bidder should associate with them the financial management company if they

don’t have the expertise in house for this.

iv) The bidder’s associated financial firms should not have been blacklisted by any govt.

deptt./ Agency during last five years.

v) The bidder as well its associate firms should have been in profit in last three financial

years. The necessary proof for this be submitted with printed document.

vi) The financial firm must have turn over of minimum 50 lakhs in each of last three

financial years for consultancy work.

1. Bidder or its associate financial management Co. should have carried out financial

Structuring of infrastructure projects, project financial viability, financial model preparation, risk analysis of at least 2 housing/office/commercial/complex projects in last 7 calendar years and each of Rs.50 Crores or above (Works Order and Completion Certificate of Clients be submitted for this).

**2C) Submission of tender**

The Bidders shall submit the following

* 1. The tender cost of Rs.1500/- in the form of demand draft of Scheduled Bank issued in

favour of EE CD-III DUSIB payable at Delhi. The tender cost be paid in advance to take the tender documents. If any bidder want to use the downloaded tender forms, he can do so but cost of tender should be deposited in the form of demand draft/banker cheque, in a separate sealed envelope, at the time of submission of tender documents. The envelope of the cost of tender should be marked on it clearly. The three things i.e. cost of tender, name of work and the name of bidder.

* 1. The earnest money as mentioned in this tender document should be deposited in the shape as prescribed in 2(c)(i) in a separate envelop duly marked on it the “Earnest Money”, the name of work and the name of the bidder.

* 1. A sealed envelope super scribed with the name of work, Name of Agency and marked

as part-I (Technical bid) which will contain Technical bid as well as the other

qualification and eligibility documents.

* 1. A sealed envelope super scribed with the name of work, name of bidder and marked

on it as Part-II ( Financial Bid) which will contain the financial bid of the

tender document.

* 1. ‘Part-I’ containing “Technical bid”, ‘Part-II’ containing Financial Bid, envelop of earnest money and envelope of cost of tender(only for downloaded tender) shall be placed in a big envelope which shall be sealed and addressed to Executive Engineer CD-III DUSIB and bear on its cover the name of the work, name and address of the bidder and the due date of opening. The envelope shall be submitted and dropped in a tender box in the office of Executive Engineer CD-III R.P.Bagh,Delhi upto 25/05/2012 and 3.00 PM
  2. The bidders are advised that all the qualification/eligibility papers as well as

Paper relating to the evaluation of bids for technical purpose should be put in

envelope marked as Part-I (Technical bid).

* 1. All the documents submitted by the bidder in support of his qualification/ eligibility etc. should be signed by the authorised person with the seal/stamp of the

Bidder.

1. The envelope of Technical bids of those bidders shall be opened who have deposited the

cost of tender documents and earnest money.

1. **Pre-bid meeting**
   1. A pre-bid meeting will be held on 18/05/2012 at 3.00 PM.in the office of the Chief Engineer(DUSIB) for all prospective Consultants.
   2. Prospective Consultants may send their queries to the Engineer-in-Charge by email on

or before 4 PM on 18/05/2012.

* 1. Replies to the queries/discussions at pre-bid meeting will be uploaded on the web site

of DUSIB [www.delhishelter.nic.in](http://www.delhishelter.nic.in/) with in 3 days of pre-bid meeting.

* 1. Any additions / deletions in the RFP on account of discussions / queries raised in pre

bid meeting will be uploaded as corrigendum on DUSIB website with in 3 days of pre

-bid meeting and will form part of the RFP document.

1. **Opening of bids**
   1. A duly constituted Tender Evaluation Committee will open all bids. Bids will be opened as below :
      1. TEC will check for EMD with all bids. Any bid with out EMD will be rejected.
      2. The TEC will open technical bids and check that the Consultant meets minimum experience.
      3. Technical bids of Consultants meeting minimum experience shall be opened and evaluated as per evaluation criteria.
2. **Award of work :**
   1. Evaluation Criteria
      1. All documents, submitted as proof / in support of qualification, should be signed by the authorised person with seal of the Consultant. The criteria for evaluation of technical bids and the respective weightages shall be as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **S. No.** | **Qualification Criteria** | **Range** | **Points** |
| **Architectural firm's experience : Max 18 points** | | | |
| (a) | Experience in handling projects in house construction during the last 7 calendar years, each for the minimum value of the consulting component of Rs 50.00 lakhs. | 1-2 projects | 2 |
| 3-4 projects | 4 |
| 5-6 projects | 5 |
| >7Projects | **6** |
| (b) | Bidder should have provided consultancy for construction of at least 500 flats in a single project in the last 7 calendar years. | 1-2 projects | 2 |
| 3-4 projects | 4 |
| >4 project | **6** |
| (c) | Bidder or its associate financial management company, should have carried out consultancy work, in last 7 calendar years, for development of land parcels on PPP basis in any of the category A cities of India for value exceeding Rs. 50 Cr each. | 1-2 projects | 2 |
| 3-4 projects | 4 |
| >4 projects | **6** |
| **Financial firm's experience : Max 18 points** | | | |
| (d) | Bidder's associate financial management company should have carried out financial structuring of infrastructure projects, project financing, financial model preparation, risk analysis of housing / office / commercial complex projects, each of Rs 50 crores or above, in last 7 calendar years. | 1-2 projects | 2 |
| 3-4 projects | 4 |
| >4 projects | **6** |
| (e) | The financial management company should have experience of housing projects /office/commercial building development on PPP basis, in last 7 calendar years. | 1-2 projects | 2 |
| 3-5 projects | 4 |
| >5 projects | **6** |
| (f) | The financial management company should have experience of Financial structuring of housing projects / office/commercial building on PPP in last 7 calendar years. | 1-2 projects | 2 |
| 3-5 projects | 4 |
| >5 projects | **6** |
| **Experience of key personnels : Maximum points for A-15 for B-9** | | | |
|  | | | |

**A. Key personnels ( Technical) Max 15 Points.**

|  |  |  |  |
| --- | --- | --- | --- |
| **S.No.** | **Professional** | **Qualification & Experience** | **Point** |
| **a)** | **Team Leader**  (01 nos.) | B.Arch. with minimum **10 years** professional experience in the field of planning , designing and completed Multistoried Commercial / Office Complex and knowledge of green building component having membership of the Council of Architecture or Planning. | **5** |
| **b)** | **Support Team:-** | **Must comprise of :** |  |
| (i) | Architect (01 nos. min.) | B.Arch. with minimum **8 years** professional experience in the field of planning , designing and completed Multistoried Commercial / Office Complex/ Institutional and knowledge of green building component. | **4** |
| (ii) | Quantity surveyor (01 nos. min.) cum estimator | Diploma in Civil Engineering with **5 years** experience in the field of estimation of Multistoried Commercial / Office Complex/ Institutional | **3** |
| (iii) | Civil Engineer (01 nos. min.) | B.E / B.Tech in Civil Engineering with 5 years experience in the field of executing and supervision of Multistoried Commercial / Office Complex/ Institutional and knowledge of green building component. | **3** |

**B. Key personnels ( Financial Consultancy) Max 9 Points.**

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|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Key Personnel | | Educational Qualification | Length of Professional Experience | Experience on Eligible Assignments | | | Point | |
| Team Leader | | MBA | 10 years | Project development on PPP basis including familiarity with project agreements, tendering arrangements, project structuring, risk management and successful implementation of at least 2 housing projects on PPP. | | | **3** | |
| Finance Expert | | CA / MBA (Fin) | 10 years | Financial structuring of infrastructure projects, Model preparation, Risk analysis of at least 2 housing projects on PPP. | | | **3** | |
| Contract / Legal Expert | | Law Graduate | 10 years | Preparation of contracts documents, contract negotiation and successful implementation of at least 2 PPP projects. | | | **3** | |
| **C. Technical Approach and Methodology : Max 40 points** | | | | | | | |
| (a) | Understanding of Scope of Work, Responsibility. | | | | Marks will be awarded by duly constituted Jury on the technical approach and methodology  included in technical proposal and the presentation delivered by the Bidders | **10**  **10**  **20** | |
| (b) | Approach and Methodology, Project Plan, Relevant Assumptions | | | |
| (c) | Work Plan and Resource Plan : completeness and relevance including financial viability of the Project | | | |
| Total | | | | |  | 100 maximum | |

**Note :** 60% Marks for minimum eligibility criteria & 100% marks for twice the minimum eligibility criteria or more. In between, on pro-rata basis for evaluation with reference to key personnel.

* + 1. If the firm is also registered/empanelled with other Organization/Statutory bodies such as CPWD, PWD, MES, DDA / DSIIDC and state or central government organizations etc. should furnish details of such registration / empanelment by providing Name of organization, Category, date of registration / empanelment and its validation, if any.
    2. Furnish list of Awards / recognitions / competition won (Form D1 & D2)
    3. The Consultant should furnish an undertaking in the form of an affidavit guaranteeing the truth and accuracy of all statements and information furnished in the format given
    4. **The Consultant is required to furnish all above information along with proof, failing which the proposal is liable to be rejected or the experience will not be considered for evaluation.**
  1. **Evaluation of Bids**

5.2.A The Financial offer shall provide fee for whole consultancy job as per TOR and shall be submitted as per Bid (Part-II)

5.2.B The Consultants are required to quote fee on lump sum basis for comprehensive Consultancy job work inclusive of all prevailing taxes and levies except the statutory service tax for the Consultancy Services as per TOR, which may be reimbursed as per receipts of actual.

5.2.C Bids securing **overall 60%** and above marks and **minimum 50%** marks in each sub-head in technical evaluation will only be considered for opening of Financial Bids. The Bids with the lowest cost may be given a **financial score of 100** and the other bids given financial score that are **inversely proportionate** to their prices.

5.2.D The total score, both technical and financial, shall be obtained by weighing the Technical and Financial scores and adding them up. On the basis of the combined weighted score for Technical and Financial bids, the consultant shall be ranked in terms of the total score obtained. The bid obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the bids securing lesser marks as H-2, H-3 etc.

**Total points = T (w) x T (s) + F (w) x 100 x LEC / EC,** where

**T (w)** stands for weight of the technical score.

**T (s)** stands for technical score.

**F (w)** stands for weight of the financial proposal.

**EC** stands for Evaluation Cost of the financial proposal.

**LEC** stands for Lowest Evaluation Cost of the financial proposal.

Weight ages for technical and financial scores are:

Technical Score 70%

Financial Score 30%

The proposal will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and may be called for negotiations, if required.

1. **AUTHENTICITY OF DATA & FACTS :**
   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. **DUTIES OF THE `EMPLOYER’S REPRESENTATIVE / ENGINEER-IN- CHARGE :**
   1. **GENERAL SITE DATA** – The Engineer-in-Charge shall provide the site plan. In case the Consultant requires any 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.
   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 during the period of contract.
   3. **NODAL OFFICER** – The Engineer-in-Charge shall be the nodal officer to interact with the Consultant to facilitate this work.
3. **Provisioning of adequate manpower by Consultant :**
   1. The Consultant may hire financial management firm for assessment of commercial / market value of land etc. and to create various funding models / development models of the land under consideration. The Consultant must submit copy of an MOU signed with such financial management firm, to execute the project .Consultant must provide following minimum manpower for undertaking this project :
      1. The Architect Bidder should assign a team for the project have sufficient number of Technical, Administrative and financial management staff and shall have a team of associated sub-Consultants who must have a team of sufficient technical and supporting staff enabling to provide a comprehensive consultancy services in the field of specialization by the respective Bidder. The Bidder must furnish CV/Bio data of the professionals / employees.

**8.1B** Main Architectural firm may hire the financial Advisor firm

if such a team is not available with him but the sole responsibility of financial

consultancy firm will be vested with the main Architectural Consultant.

. DUSIB will have no direct liability towards the sub consultant firm appointed

by the main Consultant

The Consultant should depute at least following staff for the said work.

|  |  |  |
| --- | --- | --- |
| **s/n** | **Professional** | **Qualification & Experience** |
| **a)** | **Team Leader**  (01 nos.) | B.Arch. with minimum **10 years** professional experience in the field of planning , designing and completed Multistoried Commercial / Office Complex and knowledge of green building component having membership of the Council of Architecture or Planning. |
| **b)** | **Support Team:-** | **Must comprise of :** |
| (i) | Architect (01 nos. min.) | B.Arch. with minimum **8 years** professional experience in the field of planning , designing and completed Multistoried Commercial / Office Complex/ Institutional and knowledge of green building component. |
| (ii) | Quantity surveyor (01 nos. min.) cum estimator | Diploma in Civil Engineering with **5 years** experience in the field of estimation of Multistoried Commercial / Office Complex/ Institutional |
| (iii) | Civil Engineer (01 nos. min.) | B.E / B.Tech in Civil Engineering with 5 years experience in the field of executing and supervision of Multistoried Commercial / Office Complex/ Institutional and knowledge of green building component. |

* 1. C The Financial Consultancy Team shall consist of at least the following key

personnel (the “Key Personnel”) .

|  |  |  |  |
| --- | --- | --- | --- |
| Key Personnel | Educational Qualification | Length of Professional Experience | Experience on Eligible Assignments |
| Team Leader | MBA | 10 years | Project development on PPP basis including familiarity with project agreements, tendering arrangements, project structuring, risk management and successful implementation of at least 2 housing projects on PPP. |
| Finance Expert | CA / MBA (Fin) | 10 years | Financial structuring of infrastructure projects, Model preparation, Risk analysis of at least 2 housing projects on PPP. |
| Contract / Legal Expert | Law Graduate | 10 years | Preparation of contracts documents, contract negotiation and successful implementation of at least 2 PPP projects. |

* 1. **Availability of Key Personnel**: The Consultant shall ensure that the above Key Personnel along with other sub-professional, such as environmental expert and social safeguards expert, required for the assignment are available and meeting the minimum qualification and Experience as specified above. The Authority will not normally consider any request of the selected Consultant for substitution of Key Personnel during negotiations. Substitution, will, however be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
  2. Team leader proposed for assignment shall not be allowed to change. As a condition to such substitution, a sum equal to 5% (five per cent) of the total fee shall be deducted. In the case of a second substitution hereunder, such deduction shall be 10% (ten per cent). Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.

1. **CONDITIONS**
   1. The Consultant shall undertake all required visits to site(s) offices of `Employer’s representative’ / Engineer-in-Charge or offices of state/ local authorities at his own cost.
   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.
   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. The date of start of the work in this agreement shall be reckoned from the 7th day after the date of written orders to commence the work.
   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.
   6. The reports and any other documents envisaged under this agreement shall be supplied by the Consultant as indicated below :
      1. One original and three hard copies of deliverables.
      2. One soft copy – on a CD, of all the documents including scanned copies of test reports and other documents received by the Consultant from state/ local authorities.
      3. 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 in any way or any where else without any payment or royalty to the Consultant.
   7. Preparation of report must be based on standard norms of MPD-2021, local bylaws / IS code and statutory requirements of local authorities guidelines & parameters and NBC etc..
   8. No TA / DA or any other expenses shall be paid for attending meeting, making presentations, collection of data or for any liaison work.
   9. The scope includes all approvals for sanctioning of building or layout plans or approval from MCD, DJB, DFS, DUAC and Electricity Deptt. etc. However, the Consultants should be familiar with norms of these Authorities. Approval of drawings prepared by the Consultant from the Architect, DUSIB (or his authorized representative) and Planning Department, DUSIB which is included in the scope of this work.
   10. The Consultant will be required to work in close coordination with Engineering Wing. Architecture Wing, Planning Wing, Land management and Land Disposal Wing of DUSIB as and when required.
   11. The Consultant will be required to make presentations before DUSIB as and when required.
   12. The time allowed includes time taken by DUSIB for approval of deliverables. However, in case approval by competent office takes more than 7 days time 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.
   13. The bid shall remain open for acceptance for a period of 90 days from the date of opening of financial bid.
   14. If at any stage, DUSIB 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 Consultant will have no claim whatsoever on this account.
   15. DUSIB reserves its right to reject any / all bid / bids without assigning reason thereof.
   16. In case the DUSIB decides to terminate the contract with the consulting Architecture firm it will automatically also terminate the contract of the sub Consultant firm of financial consultancy for which DUSIB will have no direct responsibility with the sub firm of the consultant.
2. **TIME FRAME**
   1. The date of commencement of work will be considered as the 7th day after the date of issue of commencement letter. **The stipulated time of this work shall be 03 years after the date of commencement.**
   2. A time line chart in the shape of PERT chart shall be submitted by the Consultant with in 14 **days** of the letter of Commencement issued to him.
   3. The time must be strictly observed by the Consultants and shall be deemed to be an essence of the contract on the part of the Consultants. The work shall (throughout the stipulated period of contract) be processed with all due diligence and in the event of failure of the Consultants to complete the work within time schedule as specified above or subsequently notified to him, the Consultants shall pay to owners as compensation amount equal to 1% (one percent) of total fee payable to the Consultants per week for the work remains unfinished or uncompleted after specific date as per table below, subject to maximum of 10% (ten percent) of total fees. The competent authority to decide the levy of compensation for delay will be Superintending Engineer of the work concerned.
   4. The maximum time frame for the work and related payment schedule is as under. Payment shall only be made after approval of quality and completion of deliverables.

|  |  |  |  |
| --- | --- | --- | --- |
| **S.No** | **Deliverables** | **Cumulative time from the date of commencement of work** | **Percentage of Payment** |
| **Stage 1** | | | |
| (a) | Inception Report | 15 days | 2% |
| (b) | Draft Feasibility Reports | 1.5 months | 5% |
| (c) | Final Feasibility Reports and DPR | 2.5 months | 8% |
| **Stage 2** | | | |
| (a) | RFP Selection of developer/ construction agency | 5 months | 5% |
| (b) | Architectural plans and approvals from various agencies/deptt. | 6 months | 30% |
| **Stage 3** | | | |
| (a) | Issue of RFP and bid management, evaluation of bids, issue of LOI to selected construction agency and signing of Concession Agreements. | 9 months | 5% |
| (b) | Preparation of detailed working drawings | 9 months | 10% |
| (c) | Supervision of project from architectural point of view | 33 months | 25%  (This may be paid in four parts equally at 20%, 50%, 75% and 100% progress of work at site). |
| d) | Preparation of completion drawings and getting completion certificate and NOC etc. from fire deptt. and other local bodies. | 36 months | 10% |

1. **SECURITY DEPOSIT**
   1. An amount equivalent to 5% (five percent) of the gross amount payable to the

Consultant shall be deducted progressively from each running bill for fulfilling

the terms of agreement faithfully and honestly. The earnest money already

deposited shall be adjusted while deducting security deposit. Security Deposit

can be replaced by FDR pledged in favour of Executive Engineer- CD-III.

DUSIB and issued by the nationalized schedule banks guaranteed by Reserve

Bank of India.

* 1. 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.

* 1. Security deposit will be released with in 60 days after satisfactory completion of

project. If the project is terminated at any time before completion, security

deposit will be released with in 60 days after completion of all terms and

conditions of termination. Project completion for releasing security deposit shall

be considered the date on which completion drawings are approved by local

bodies as well as fire NOC etc. are issued.

1. **PERFORMANCE GUARANTEE BOND**
2. 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 delays 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 Schedule 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 DUSIB, 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 be borne by the Consultant and the Consultant shall forthwith on demand furnish additional security to the DUSIB to make good the deficit.
3. Performance Guarantee Bond will be released with in 60 days after satisfactory completion of project. If the project is terminated at any time before completion, Performance Guarantee Bond will be released with in 60 days after completion of all terms and conditions of termination. Project completion date shall be as per clause 11.3.
4. 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 bid 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.
5. The performance guarantee shall be initially valid upto the stipulated date completion plus 90 days beyond that. In case the time duration for completion of works is extended, the contractor shall get the validity of performance guarantee extended to cover such extension of 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.
6. The Engineer-in-Charge shall not make a claim under the performance guarantee except for amount to which the DUSIB is entitled under the contract (not withstanding and / or without prejudice to any other provision in the contract agreement) .
7. In the event of the contract being determined or rescinded under provisions of any of the clause/condition of agreement, the performance guarantee and security deposit available with DUSIB shall stand forfeited in full and shall be absolutely at the disposal of the DUSIB, (Specimen of performance guarantee bond given as per Form `F).
8. **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 (1%)one percent amount as the Employer may decide on the “agreement value” for every week that the work remains unfinished after the specified date subject to a maximum 10% of the “Agreement Value”.

1. **ABANDONMENT OF WORK**

That if the Consultant abandons the work for any reason what-so-ever or becomes in capacitated 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 Consultant shall be liable to refund the 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 is 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.

1. **TERMINATION**

The employer without any prejudice 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 giving seven days notice in writing to the Consultant and in the event of such termination :

1. 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. 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.
2. The Consultant will give all documents, and details of work done till the date of termination, to the employer in CDs and hard copies, with in 5 days of termination of work.The Employer may make full use of all or any of the reports / work and any other documents prepared and submitted by the Consultant. If the employer discovers any errors or omissions by the Consultant at a date beyond date of termination, but with in one year of date of termination, the Consultant will correct the errors or omissions at his own cost with in seven days or as mutually decided between Consultant and employer.
3. **ARBITRATION**

In the event of any dispute between the parties hereto arising out of or in any way touching or concerning this agreement (except those the decision where of is otherwise mentioned herein before provided for), disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chief Engineer, DUSIB, in charges of the work or if there is no Chief Engineer, the Administrative head of the DUSIB. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

1. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chief Engineer of the appeal.
2. It is also a term of this contract that no person, other than a person appointed by such Chief Engineer DUSIB or the person authorized in this behalf by the administrative head of the DUSIB, as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.
3. It is also a term of this contract that if the Consultant does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the Consultant shall be deemed to have been waived and absolutely barred and the DUSIB shall be discharged and released of all liabilities under the contract in respect of these claims.
4. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
5. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award.
6. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.
7. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.
8. **GUARANTEE**
   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”.
   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.
9. **DETERMINATION OR RESCISSION OF AGREEMENT**
   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 :-
   2. 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 circumstances 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.
   3. If the Consultant commits breach of any of the terms of agreement
   4. **PAYMENT UPON DETERMINATION OR RESCISSION OF AGREEMENT**

In the event of determination or rescission 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**

1. 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.
2. 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.

**FORM `F’**

**FORM OF PERFORMANCE SECURITY**

**BANK GUARANTEE BOND**

In consideration of the Chairman, DUSIB (hereinafter called “the DUSIB”) in having agreed under the terms and consideration of agreement no. \_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_ made between \_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_ (hereinafter called the said Consultant(s) (hereinafter called, the said agreement), having agreed to production.

* + 1. Irrecoverable Bank guarantee for \_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from the Consultants) for compliance of his obligations in accordance with the terms & conditions in the said agreement, we indicate the name of the bank) have not undertake to pay to the DUSIB and amount not exceeding Rs. …………………………… (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on demand by the DUSIB.

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 DUSIB stating that the amount claimed is required to met the recovery due or likely to be due from the said Consultant(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 DUSIB any money so demanded not withstanding any dispute or disputes used by the Consultant(s) in any suit or proceeding pending before any court of 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 Consultant(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 or 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 Consultant(s) shall have not 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 DUSIB 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 DUSIB 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 DUSIB that the DUSIB shall have. (indicate the name of the bank). \_\_\_\_\_\_\_\_\_\_\_\_

The fullest liberty without our consent and without effecting in any manner obligations hereunder to vary any of the terms and conditions of the said agreement or to extent time of performance by the said Consultant(s) from time to time postpone for the time or from time any of the power exercisable by the DUSIB against the said Consultant(s) and to for bear or enforce of the terms & conditions relating to the said Consultant(s) and to for bear or enforce of the term & conditions relting 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 Consultant(s) for any forbearance act of omission on the part of the DUSIB or any indulgence by the DUSIB to the said Consultant(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 charge in the constitution of the Bank of the Consultant(s).

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

This guarantee shall be valid upto \_\_\_\_\_\_\_\_\_\_\_\_\_\_ unless extended on demand by DUSIB 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).

**ANNEXURE `A’**

**RELEVANT ABSTRACT FROM MASTER PLAN**

Broadly speaking this alternate approach should have the following components :

* 1. Resettlement, whether in the form of in-situ up-gradation or relocation, should be based mainly on built-up accommodation of around 25 sqm. Per dwelling unit with common areas and facilities, rather than on the model of horizontal plotted development.
  2. The concept of land as a resource should be adopted to develop such accommodation with private sector participation and investment, to the extent possible.
  3. Incentives by way of higher FAR, part commercial use of the land, if necessary and feasible, transfer of development rights should be provided.
  4. A cooperative settlement model with adequate safeguards may be adopted with tenure rights being provided through the institution of Cooperative Societies.
  5. 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.
  6. 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 overall 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.
  7. 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 up-gradation.
  8. Community Based Organization (CBOs) and Non-Governmental Organizations (NGOs) should be closely involved in the resettlement process.

**REGULATIONS AND GUIDELINES** :

Slum & J.J. Redevelopment Regulations and Guidelines for Collective Community Rehabilitation / Relocation-in-situ-up gradation / Rehabilitation of Slum & J.J. Clusters and Resettlement Colonies.

* + 1. Minimum plot size 2000 sqm. (facing a min. road of 9 m).
    2. Maximum density 600 units per hact. + 10% variation on residential component of land.
    3. The scheme should be designed in a composite manner with an overall maximum FAR of 400 on the residential component of the land and FAR on the remunerative component of land shall be as applicable for the relevant land use.
    4. Mixed land use / commercial component upto 10% of permissible FAR in the residential component of the land
    5. Specific situations may require clubbing of scattered squatters with J.J. sites in the neighbourhood to work out an overall comprehensive scheme.
    6. 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%.
    7. Area of dwelling unit for rehabilitation shall be around 25 sqm.
    8. Common parking is to be provided which can be relaxed wherever required, except for the parking for remunerative purposes.
    9. No restriction on ground coverage (except setbacks).
    10. Schemes shall be approved by concerned local body.
    11. Scheme/designs should be compatible for the disabled.
    12. Norms for social infrastructure shall be as per 4.2.2.2.`B’ (Annexure-I) Sub-para (ii) `Social’.
    13. Norms for physical infrastructure shall be as per note (iv) of Table 4.2 (Annexure-II).
    14. Please also refer to the MPD-2021 for any further clarification of the permissibility and Annexure referred above..

**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 sqm 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 Educations.

1. 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 Post : 100 sqm.

v) Health Centre : 100 sqm.

vi) Part / Shishu Vatika : 200 sqm.

1. Area for essential retail outlets e.g. Milk Booth, Fair Price Shop, Kerosene Shop, etc. may be provided.
2. Provisions for informal trade units and weekly market to be made, wherever necessary.

**REGULATIONS & GUIDELINES** :

**Annexure – II : Table 4.2**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl. No.** | **Use Premises** | **No. of Units** | **Unit Area (Hact)** | **Total Land (Hact.)** |
| a) | **Education :**   * + - 1. Primary School       2. Sr. Secondary School | 1  1 | 0.20 – 0.40  0.60 – 0.80 | 0.20 – 0.40  0.60 – 0.80 |
| b) | **Shopping :**   * + - 1. Local Convenience Shopping   4. Service Market  5. Informal Bazaar | 1  1  1 | 0.40  0.20  0.10 | 0.40  0.20  0.10 |
| c) | **Other Community Facilities**  6. Milk Booth  7. Banquet Hall  8. Religious Building  9. Housing Area Play Ground  10. Neighbourhood play Area  11. Anganwari | –  1  2  2  1  2 | As per standard norms (in LSC)  0.08 – 0.20  0.04  0.5  1.0  0.02 – 0.03 | As per standard norms (in LSC)  0.08 – 0.20  0.04  1.0  1.0  0.04 – 0.06 |
| d) | **Recreational :**   1. Total lot @ 0.50 sqm/ person 2. Housing area park. 3. Neighbourhood park | –  2  1 | 0.0125  0.5  1.0 | 0.5  1.0  1.0 |
| e) | **Utilities :**   1. Dhalao including segregation facility 2. Underground water tank. 3. Local level waste water treatment facility | 0.02  0.20  wherever feasible | 0  0.20 | –  –  – |
| f) | **Transportation :**  18. Three Wheeler & Taxi Stand | 1 | 0.04 | 0.04 |

**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 and RAY guidelines complete. Detailed Project Report (DPR) shall be prepared as per the guidelines issued by the Ministry of Housing & Urban Poverty Alleviation / BSUP with upto date amendments including all necessary data/details, collection and documentation.

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

1. Study of commercial / market value of land based on commercial usage and funding methodology for construction of housing and commercial use infrastructure.
2. Preparation of necessary drawings : architectural, including services and preliminary estimates of all components.
3. Preparation of `BOQ’ and detailed estimates for civil, sanitation and electrification as per DSR.
4. Preparation of necessary drawings for development works including sewerage, drainage, water supply, roads, pathways, parks, boundary wall, check post, horticulture, street lighting, main-cables, substations etc.
5. Preparation of `BOQ’ and detailed estimates for works mentioned above for development works.
6. Preparing technical data, breakup of cost and checklist as per requirement of JNNURM/ Appraisal agencies / RAY.
7. Liaison with appraisal agency appointed by RAY / JNNURM (HUDCO / BMTPC etc.) whenever required.
8. Making presentations and attending meetings of Govt. of Delhi/DUSIB/ JNNURM Directorate/Ministry of HUPA / Appraisal agencies / Approval committees.
9. The Consultant shall modify the report at various stages during the approvals sought from various agencies at no extra cost.
10. The DPR shall also include – 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.
11. The DPR shall also highlight the facilities w.r.t. health, education, transport, employment and social factors etc. as per requirement of JNNURM / RAY.
12. For in situ development, part of Jhuggie Dwellers have to be shifted on nearby land of govt. The Consultant hast to find out the available land for this purpose and to design the temporary accommodation there without any extra cost

**SCHEDULE ‘S’**

|  |  |  |  |
| --- | --- | --- | --- |
| **S.No.** | **Name of J.J. Cluster** | **No. of Houses holds in cluster mentioned in Col. (2)** | **Approximate area of land occupied by Jhuggies dwellers in these clusters** |
| **1** | **2** | **3** | **4** |
| **1.** | **OM Nagar,Sangam Park,R.P.Bagh,Delhi** | **560 nos** | **13,355 sqm** |
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### Office of the Executive Engineer-CD-III,

### Rana Pratap Bagh,Delhi-110007

**-----------------------------------------------------**

**Part – II (Financial Bid)**

Name of Work: - In situ Development of JJ Cluster OM Nagar,sangam park,R.P.Bagh,Delhi

RFP No. : 01/EECD-III/DUSIB

Sub-Head : Consultancy for preparation of detailed project report for proposed rehabilitation of JJ dwellers in-situ development including optimal utilization of land and funding mechanisms for development.

### Acceptance : -I/We certify that I/we have read all the scope of work and all the terms and condition mentioned above in Bid document and I/we agree to accept each of them.

**Consultants Signature & Address)**

**With stamp**

|  |  |  |
| --- | --- | --- |
| **S.No.** | **Description of item** | **Quoted Fees in rupees (in figure and in words)** |
| **1.** | **Lump-Sum fee for Consultancy Service for** preparation of project reports and providing Consultancy service as per terms of reference for proposed rehabilitation of JJ dwellers in-situ development including commercial utilization of land and funding mechanisms for development. |  |

**Note:** -**1**. All construction work to be done at site as per above and as per the break up of the entire scope of work mentioned here-in-after shall be supervised by the consultant by deploying site staff as per norms.

**2**. Approval from DUSIB and the statutory authorities shall be obtained by the consultant at the required stage/s of all works.

**3**. I/We agree to keep the offer valid for 90 days from the date of opening of financial bid documents.

**4.** I/We declare that I/We shall treat these documents and other documents connected with the work confidential and shall not communicate the information derived there from to any person other than a person to whom I/We am/are not authorized to communicate.

**5.** I/We confirm that no escalation will be claimed over and above the agreed sum due to any increase in the cost of project due to delay in execution or providing some additional services if required in the aforesaid project.

**6.** The lump sum fee quoted above is valid for the allowed maximum FAR mentioned in this tender document. This fee shall be altered proportionately if the FAR area achieved is less than the maximum permissible. No extra shall be paid for deviation of FAR area on the higher side.

**(Consultants Signature & Address)**

**With stamp**