

NOTICE INVITING TENDERS



DELHI DEVELOPMENT AUTHORITY

NIT No.	: 10/EE/RPD – 2/DDA/2010
Name of Work	: D/o 157.83 hect. of land in Sector 29 & 30 (Pt.) Rohini, Phase IV & V.
SH	: Consultancy for Hydraulic & Structural Design of internal S.W. drains for plotted pockets A-1, A-2, C-1, C-2 and peripheral S.W. drain scheme in Sec. 30, Rohini..
Bid Security	: Rs.12300/-
Cost of Tender	: Rs.500/- + 5% DVAT
Time Allowed	: 03 (Three) Months
Last Date of sale	: 29.12.2010
Date of Opening	: 03.01.2011

-sd/-

Executive Engineer(Civil)
Rohini Project Divn. no.2

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DELHI DEVELOPMENT AUTHORITY

PRESS TENDER/BID NOTICE

NIT NO. 10/EE/RPD-2/DDA/2010-11

Sealed item rate bids for the following work are invited on behalf of Delhi Development Authority by Executive Engineer, Rohini Project Division no. 2, DDA, Rohini Office Complex, Madhuban Chowk, Sector 14, Rohini, Delhi-85 from the approved design consultants on DDA panel and other reputed consultants having experience in design of services up to 3.00 P.M. on the date indicated below accompanied with Bid Security Money which shall be opened on the same date at 3.30 P.M. at Press building, Vikas Sadan near INA market, DDA office, New Delhi in the presence of intending tenderers or their authorized representatives:-

S. No.	Name of work	Bid Security	Cost of tender	Time allowed
1.	D/o 157.83 hect. of land in Sec. 29 & 30 (Part), Rohini, Ph. IV & V. SH: Consultancy for Hydraulic & structural design of internal S.W. drains for plotted pockets A-1, A-2, C-1, C-2 and peripheral S.W. drain scheme in Sec. 30, Rohini.	Rs.12300.00	Rs.500.00 + 5% DVAT	3 months

1. Bid Security Money shall be accompanied with the application for tender document in the form of FDR or Demand Draft of a Scheduled Bank guaranteed by Reserve Bank of India in favour of Sr. Accounts Officer (CAU) Rohini, DDA.

2. **Eligibility Criteria**

Tenders shall also be issued to Consultants who are not on the panel of DDA provided they have successfully completed similar work during the last seven years ending 30.11.2010 as per following criteria:-

- (i) Three similar completed works costing not less than Rs.3.00 lacs; OR
- (ii) Two similar completed works costing not less than Rs.4.00 lacs; OR
- (iii) One similar completed work of aggregate cost not less than Rs.5.00 lacs.

Similar work shall mean “hydraulic and structural design of S.W. drainage scheme” and its approval from MCD.

3. The consultant should have a valid certificate of registration under Delhi Value Added Tax Act 2004 with works contract of Sales Tax/VAT deptt. of GNCTD. The Tax Clearance Certificate should be submitted before the tender paper can be sold to him.
4. The tender documents can be obtained on any working day from the office of Sr. Accounts Officer (CAU) Rohini, Zonal DDA office building at Madhuban Chowk between 11.00 A.M. to 3.00 P.M. on payment of Rs.500/- + 5% DVAT in cash (non-refundable) after verification of eligibility criteria by EE/RPD-2. Sale of tender forms will be stopped 4 (four) days (including the date of opening) before the date fixed for the opening of tender.
5. The tender shall remain valid for a period of 60 days from the date of its opening.

If the information furnished by the applicant is found incorrect at a later stage, he will be liable to be debarred from tendering and taking works in DDA. Department reserves the right to verify the particulars furnished by the applicant independently including carrying out inspection of works completed by him. The department reserves the right to reject any application without assigning any reason.

Tenders can be seen at DDA's web site www.dda.org.in.

-sd/-

Executive Engineer(Civil)
Rohini Project Divn. no.2

SECTION-I

BRIEF PARTICULARS OF THE WORK

Salient details of the work for which sealed item rate bids are invited are as under:-

1.0 BRIEF HISTORY

DDA is engaged in development of National Capital, Delhi with state of art infrastructure and housing facilities. As a part of its efforts to provide basic services like water supply, sewerage and drainage to the DDA flats and plotted pockets in Sector 29 & 30, Rohini as per MPD – 2021, bids are invited for consultancy for hydraulic and structural design of internal and peripheral services and getting the same approved from Delhi Jal Board or M.C.D as the case may be.

2.0 SCOPE OF WORK

The scope of work includes the following:-

1. Site visits.
2. Preparation of hydraulic design, charts and sufficient number of drawings for internal S.W. drainage scheme of Pkt. A-1, A-2, C-1, C-2 and peripheral services of S.W. drains in Sec. 30, Rohini for submission of the same, complete in all respects, to MCD for their approval, as per their requirement.
3. Attending to clarifications and observations of MCD.
4. Structural design of all required components of internal and peripheral services of S.W. drains including box type drain and proof checking of the same from IIT or some other reputed consultant, as per direction of Engineer-in-charge..
5. The Consultant shall submit five coloured sets of approved schemes along with Calculation sheets and Design Data to DDA in addition to the original approved scheme along with soft copy of each scheme.

SECTION - II

SPECIAL CONDITIONS

1. The Soil Test Report/bearing capacity of soil of the area shall be provided to the Consultant by the department.
2. Service tax shall be reimbursed to the Consultant on production of the proof of payment to the concerned department.
3. Approved design consultants on DDA panel are eligible to bid.
4. Tender shall also be issued to the consultants who are not on the panel of DDA provided they have successfully completed similar work during the last 7 years ending 30.11.10 as per following criteria:-
 - (i) Three similar completed works costing not less than Rs.3.00 lacs; OR
 - (ii) Two similar completed works costing not less than Rs.4.00 lacs; OR
 - (iii) One similar completed work of aggregate cost not less than Rs.5.00 lacs.

Similar work shall mean “hydraulic and structural design of S.W. drainage scheme” and its approval from MCD.

SECTION – III

TERMS OF REFERENCE

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 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 or any other person authorized by him.
- (iii) “Approval” means approval conveyed by Employer’s representative in writing including subsequent confirmation or previous approval.
- iv) “Engineer-in-Charge” means the Executive Engineer, DDA in charge 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.
- vi) “Agreement” means the formal agreement executed between the Employer and the Consultant, consisting of the tender document, any letter by the Consultant subsequent to the tender, letter of acceptance thereof including the terms and conditions for consultancy work and NIT.

2.0 DUTIES OF THE “EMPLOYER’S REPRESENTATIVE/ENGINEER-IN-CHARGE”

- i) **GENERAL SITE DATA** – The Engineer-in-charge shall provide the site plans. 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.
- ii) **ACCESS TO SITE** – The Engineer-in-charge shall allow the Consultant to conduct all kinds of surveys and access to site at all times subject to any restrictions laid down by the local authorities.
- iii) **NODAL OFFICER** – The Engineer-in-charge shall be the nodal officer to interact with the Consultant to facilitate this work.

3.0 MODE OF PAYMENT

Payment shall be made to the Consultants as per the following slabs based on tendered cost:-

1.	On submission of hydraulic design & drawings of S.W. drainage scheme for complete scope of work to MCD for approval.	15%
2.	On submission of approved S.W. drainage scheme of complete scope of work to DDA from MCD along with five coloured sets of approved drawing and design charts in addition to original approved scheme.	60%
3.	On submission of structural design of all required components of internal and peripheral S.W. drains including box type drain and drawings of the same with proof checking from IIT or some other reputed consultant as per direction of Engineer-in-charge..	25%

4.0 SECURITY DEPOSIT

- i) An amount equivalent to 5% (five per cent) of the gross amount payable to the Consultant shall be deducted from each bill till the sum along with sum already deposited as bid security will amount to security deposit of 5% of bid value of consultancy for fulfilling the terms of agreement. The security deposit will be refunded after six months of execution of complete scope of work. Security deposit can, however, be replaced by FDR pledged in favour of Sr. AO CAU(RZ), DDA and issued by any scheduled bank guaranteed by Reserve Bank of India (RBI).
- ii) Income tax along with surcharge and other statutory taxes etc., as applicable, will be deducted from the running and final payments.

5.0 PERFORMANCE GUARANTEE BOND

- i) The contractor shall submit an irrevocable Performance Guarantee of 5% (five per cent) of the agreement value (bid amount) in addition to other deposits mentioned elsewhere in the contract for the 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 up to 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 Scheduled Bank guaranteed by RBI in accordance with the form annexed hereto. 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 rest with 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 bid 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 bidder to furnish the Performance Guarantee in the specified period, DDA shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Bid security absolutely.

- iii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 90 days beyond that. In case the time for completion of work gets enlarged, the Consultant 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.
- iv) The Engineer-in-charge shall not make a claim under the Performance Guarantee except for amounts to which DDA is entitled under the contract (notwithstanding 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.
 - 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 the provisions of any of the clauses/conditions of agreement, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the DDA.

6.0 DELAY IN CARRYING OUT THE 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 proceeded 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 per cent or such smaller amount as the Engineer-in-charge 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. The decision of Engineer-in-charge in this respect shall be final and binding and shall not be open to arbitration.

7.0 ABANDONMENT OF WORK

- i) That if the Consultant abandons the work for any reason whatsoever 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 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 and damages are not refunded by the Consultant, the Employer shall be free to recover the said amount by taking recourse to any legal method.

- ii) That, if the Employer abandons the work due to any reason whatsoever, the Consultant shall be paid for the services carried out and duly approved by the Employer in writing. The payment will be determined on the basis of the payment schedule.

8.0 TERMINATION

The Employer without prejudice to its rights 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 to 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, 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 any other documents prepared and submitted 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.

9.0 ARBITRATION

- i) 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 cannot be settled mutually, the decision of Vice Chairman, DDA shall be final and binding.
- ii) If the Consultant does not make demand against any dispute in respect of any item in writing within 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.
- iii) All disputes arising out of the contract to be signed with the Consultant shall be subject to the jurisdiction of Delhi Courts only.
- iv) The Consultant shall continue to perform his duties with diligence notwithstanding the fact that a dispute or any dispute or difference has arisen.

10.0 DETERMINATION OR RESCISSION OF AGREEMENT

- i) The Employer without any prejudice to his rights against the Consultant in respect of any delay by giving seven days notice in writing may determine or rescind the agreement in any of the following cases:-
 - a) 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 arise which entitle the court or creditor to appoint a receiver or a manager which entitles the court to make up a winding order.
 - b) If the Consultant commits breach of any of the terms of agreement.

11.0 PAYMENT UPON DETERMINATION OR RESCISSION 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.

12.0 GENERAL

- a) The scrutiny of the documents (submitted by the Consultant) by the Employer's representative or his authorized representative, if any, does not absolve the Consultants of their responsibility under agreement. The Consultant shall remain solely responsible for technical soundness of the work done by him or by the associates/specialists engaged, if any, by him.
- b) The fees paid as provided herein shall be in full discharge of functions to be entertained 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.

Name of work : D/o 157.83 hect. of land in Sec 29 & 30 (Part) Rohini, Ph. IV & V.
Sub-head : Consultancy for Hydraulic & Structural Design of internal S.W. Drain for plotted pockets A-1, A-2, C-1, C-2 and peripheral S.W. Drain scheme in Sec. 30, Rohini.

S.No.	Description of item	Qty.	Unit	Rate(Rs.)	Amount(Rs.)
1.	Preparation, submission and approval of design for S.W. Drain scheme from MCD as per MCD norms on approved DDA's layout plans. The job includes as described in scope of work complete and as per directions of Engineer-in-Charge.	5 jobs	Per job		
In words:				TOTAL	

-sd/-

Executive Engineer
R.P.D. – 2 / DDA/ DELHI