

# **TERMS OF REFERENCE (ToR)**

## **Selection of Agencies for Undertaking**

- **Topographic Surveys, and**
- **Geotechnical Investigation**

**October, 2024**

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**Delhi Integrated Multi Modal Transit System Limited (DIMTS)**

(A Joint Venture of Govt. of NCT of Delhi)

8th Floor, Block - 1, Delhi Technology Park,

Shastri Park, Delhi 110 053, India

E-mail: [bpbd@dimts.in](mailto:bpbd@dimts.in) Website: <http://www.dimts.in>

## TENDER RELATED INFORMATION

Sl.No.	Description	Date
1	Tender Release Date	October 24, 2024
2	Tender Submission Date	November 5, 2024 by 3 pm in DIMTS office
3	Tender Opening Date	November 5, 2024 by 3.30 pm in DIMTS office
4	Contact Person	Mr. Atul Tayade Contact : 011 – 43090121
5	Physical Submission of Tender	No Physical submission is required
6	Submission of Proposal	By email to atul.tayade@dimts.in

## 1. Background

- 1.1 Delhi Integrated Multi-Modal Transit System Limited (DIMTS), a joint venture company of Government of National Capital Territory of Delhi (GNCTD), has been set up with an objective to augment public transport through integrated multi-modal network of mass transit system/s. It aims to provide user friendly public transport services and to set up a mechanism for growth of public transport to keep pace with growth in demand.
- 1.2 DIMTS is engaged in planning and development of transport centric infrastructural works and proposes to identify suitable agencies to assist itself in this task.

## 2. Scope of Services

- 2.1 DIMTS proposes to engage an agency who can provide assistance to DIMTS in undertaking technical surveys.

### A. Topographic Survey – Delivery Time Line 1 Week : Site Location : Gurugram

**Scope of work:** Conducting detailed Topographical & Contour Survey Work by using Total Station Equipment i.e., to pinpoint all salient features such as roads, temporary/permanent structures, building sheds, water tank, boundary wall, trees, existing services and roads outside plots etc. taking spot levels at 10m x 10m interval and to mark the contour. Existing survey drawing is attached. Scope of work is to add the all-balance building in the complex, all peripheral roads in the attached survey plan. Preparation of complete area survey drawings on Autocad and submission of the same in soft and hard copy.

### B. Geotechnical Investigation – Delivery Time line – 2 weeks (min. 2 boreholes)

**Scope of work:** Sinking boreholes by shell and auger (minimum 3 Boreholes) in the soil sub strata down to 20.0m depth or Refusal (N>100) whichever is encountered earlier, conducting various field operations comprising of carrying out S.P tests at 1.5 m intervals, collecting disturbed and undisturbed samples from various levels of the sub soil strata, observing ground water table levels if encountered inclusive of conducting all the necessary laboratory consolidation test on disturbed as well as undisturbed sample so as to determine different required engineering properties.

Submission of soil report in triplicate including recommendation regarding type of foundation and safe/allowable bearing capacity with results of field and laboratory test tabulated along with bore logs.

### 3. Fee Schedule

Sr. No.	Particulars	Unit	Amount (In Rs)
1	Project 1	Topographic Survey : Gurugram Sector 36A Aprox. Area 15 acres	
3	Project 2	Geo-technical investigation : Gurugram Sector 36A : 2 nos. Boreholes	
		Total	

**Note : No change in Amount for topographic survey within 10% indicated area.**

### 4. Payment terms :

- GST@18% shall be payable at actual additionally on the indicated fees.
- Soft copy of all documents shall be provided to DIMTS at no additional cost to DIMTS.
- No performance guarantee is asked for.

### 5. Selection Methodology :

- Part Bid i.e. covering only part of the scope of services are ACCEPTED.
- Technical And Price Quote : To Be Sent At Email Id : [atul.tayade@dimts.in](mailto:atul.tayade@dimts.in)**
- No physical submission to be made.**

### 6. Termination of the Agreement

- The Agreement may be terminated if any Party is in breach of any of its obligations under the Agreement and the breach has not been remedied within fourteen (14) days (or longer period as the notifying Party may allow) of the intimation to the Party in breach requiring the breach to be remedied. Provided that the Consultant shall not terminate this Agreement without the prior written approval of DIMTS.
- In the event of total default / failure of the firm in the execution of the services, DIMTS reserves the right to get the work executed by any other consultancy firm at the cost and risk of the defaulting consultancy firm.
- If DIMTS terminates the Agreement as a result of a default of the agency, the agency shall be liable for the extra costs reasonably incurred by DIMTS in obtaining completion of that part of the Services which remained incomplete as at the date of termination.
- If DIMTS terminates the agreement, not as a result of any default by the agency,

### 7. Responsibilities and Obligations of the Agency

- e. then DIMTS shall compensate the agency for the work performed till the date of notice of termination.

The Agency shall:

- a. have no right on the updated data which shall be customized as per the requirements of DIMTS.
- b. all Intellectual Propriety Rights shall wrest with DIMTS.
- c. provide the Services in accordance with Scope of Services.
- d. exercise the degree of skill, care and diligence normally exercised by members of the profession performing services of a similar nature ;
- e. be bound to comply with any written direction of DIMTS to vary the scope sequence or timing of the Services ;
- f. use all reasonable efforts to inform itself of DIMTS's requirements for the Deliverables for which purpose the Agency shall consult DIMTS throughout the performance of the Services;
- g. shall be responsible for any error/omission in the data used for the services and shall verify the same at his own risk and cost including preparation of fresh drawings/ reports etc. as called for.
- h. make presentations to DIMTS as and when required by client.

## **8. Responsibilities and Obligations of DIMTS**

- a. DIMTS shall provide to the agency all relevant reports on the Assignment and other documents/ information/ reports as available with DIMTS and as may be required by the agency to enable it to provide the services to DIMTS. DIMTS undertakes and agrees to furnish to the agency from time to time such other documents/ reports/ information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/ available with the DIMTS.
- b. Confidentiality and Publicity
  - i. All work prepared by the agency in performing the Services shall become and remain the property and copyright of DIMTS after payment therefor, and the agency shall, not later than upon termination or expiration of this Agreement, deliver all of the foregoing to DIMTS.
  - ii. The Agency shall treat the details of the output of the assignment and the Services as confidential and for the Agency's own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to DIMTS or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous consent in writing of DIMTS.

## **9. Agency's Representatives**

The Agency shall appoint a representative, and agree that the person appointed

shall have authority to act on behalf of the Agency for all purposes in connection with the Services and in accordance with all the provisions under the Agreement.

## **10. Compliance with Laws**

The Agency shall take due care that all its documents comply with all relevant laws and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgements, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Agency.

## **11. Governing Law and Settlement of Disputes**

a) The Agreement shall be governed by the laws of India at Delhi.

### **b) Continuation with the Services**

Notwithstanding the existence of a dispute, the Agency shall at all times continue to fulfill all its obligations under the Agreement and comply with all directions given to the Agency by DIMTS in accordance with the Agreement.

### **c) Procedures for Resolution**

- i. Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement, shall in the first instance be attempted to be resolved amicably by meetings between the Parties.
- ii. Any dispute, which is not amicably resolved by the Parties, shall be finally settled by the Managing Director, DIMTS, whose decision shall be final and binding on both the Parties.
- iii. Pending submission of and/or decision on a dispute, the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with the decision of the Managing Director, DIMTS.

Modification of the terms and conditions of the Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

## **12. Indemnification**

The Agency shall keep DIMTS both during and after the term of this Agreement fully and effectively indemnified against all losses, damages, injuries, deaths, expenses, actions, proceedings, demands, costs and claims including, but not limited to, legal fees and expenses, suffered by DIMTS, where such loss, damages, injury or death is the direct result of the wrongful action, negligence, or breach of Agreement of the Agencies or their sub-agencies, or the personnel or agents of either of them, including the use or violation of any copyright work or literary property or patented invention, article or appliance.

### **13. Transfer or Assignment**

No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.