

# TERMS OF REFERENCE (TOR)

## RFP for Selection of Agency for Providing Zonal Office Level Support for KIOMPL Siding – Barsuan Yard of Chakradharpur Division of South Eastern Railway

September, 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**

<b>SN</b>	<b>Description</b>	<b>Date</b>
1	Tender Release Date	September 17, 2024
2	Tender Submission Date	September, 20 2024 by 3 pm in DIMTS office
3	Tender Opening Date	September, 20 2024 by 3:30 pm in DIMTS office
4	Contact Person	Mr. Rakesh Kaul Contact: 011 – 43090217
5	Physical Submission of Tender	Only physical submission
6	Submission of Proposal	By email to: rakesh.kaul@dimts.in

## 1. BACKGROUND

- 1.1 Delhi Integrated Multi-Modal Transit System Limited (DIMTS), a joint venture company between 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 projects related to Serve as Railway Approved Consultant for Kurmitar Iron Ore Mines Siding at Barsuan Station, Odisha.

### SCOPE OF SERVICES

#### Scope of work:

- a. Preparation & submission of report for obtaining an extension for the project timeline from the Indian Railways (SER) and approval of time extension request for the project timeline from the Indian Railway.

## 3. PAYMENT SCHEDULE

SN	Particulars	Unit	Qty.	Rate	Amount
A	Preparation & submission of report/letter for obtaining an extension for the project timeline from the Indian Railway (compliance of observation if any) and Approval of time extension request for the project timeline from the Indian Railway.	LS	1	900000	900000
	<b>Total</b>				900000

#### **4. PAYMENT TERMS**

- a) 100% payment upon approval of time extension request for the project timeline from the Indian Railway (SER).
- b) GST@18% shall be payable at actual additionally on the indicated fees
- c) Soft copy of all documents shall be provided to DIMTS at no additional cost to DIMTS.
- d) Performance guarantee is not the part of the contract.

#### **5. METHOD OF SELECTION:**

- i. Selection will be on Least cost basis.
- ii. It is intended to award the work to one agency, however, in case of large price variations, the company reserves the right to award the work to more than one agency, based on such price and quality considerations.
- iii. The vendor should be an approved proof check consultant of any zone of Indian Railway (documentary proof should be attached with proposal)
- iv. Note:
  - a) Part Bid i.e. covering only part of the scope of services will not be accepted.
  - b) Technical and Price Quote: To be submitted only in physical form by post or in person.

#### **6. TERMINATION OF THE AGREEMENT**

- a) 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.
- b) 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.
- c) 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.
- d) If DIMTS terminates the agreement, not as a result of any default by the agency, then DIMTS shall compensate the agency for the work performed till the date of notice of termination.

#### **7. RESPONSIBILITIES AND OBLIGATIONS OF THE AGENCY**

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 vest 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) 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.
- c) 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.

## **12. MODIFICATION**

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.

## **13. 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.

## **14. 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.

# KIOMPL Siding Key Plan

