

TERMS OF REFERENCE (ToR)

Selection of Agency for undertaking Traffic Survey

October, 2024

Delhi Integrated Multi-Modal Transit System Limited (DIMTS)
(A Joint Venture of the Govt. of NCT of Delhi)
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TENDER RELATED INFORMATION

SI.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

Terms of Reference

1. Background

DIMTS intends to outsource the Traffic survey for the ***Development of New Bus Stand and Workshop at Gurugram Sector 36-A, Haryana***

2. Scope of Services

2.1 Traffic Survey 1 day – Delivery Time line – 1 week

Sr. No	Type of Survey	Purpose	Outputs	Survey
1	Bus Count including pass through buses	To estimate bus demand, characteristics	<ul style="list-style-type: none">• Daily/ Average bus entering/ exiting• Peak hour characteristics• No of govt & private buses• No of originating buses• No of Pass through buses• Dwell Time	<ul style="list-style-type: none">• 24 hours

Note:

- 1) Agency need to submit survey format for approval prior to the commencement of survey at the site.
- 2) The survey need to be a registration plate survey.
- 3) The locations of the survey are bus stands in Karnal.

2.2 DIMTS would require the data in the following formats:

- Raw data sheets collected by enumerators
- Data punched in excel formats

3. Financial Proposal

3.1 Agency should give its quote exclusive of GST for the services which shall include all cost such as manpower, vehicles, data compilation etc.

3.2 The Financial Proposal must be expressed in Indian Rupees only and must take into account the tax liability and cost of insurances. All payments to agency would be made only in Indian Rupees.

3.3 Financial Quote needs to be given in the following format:

Traffic Survey for Development of New Bus Stand and Workshop at Gurugram Sector 36-A, Haryana	
Particulars	Fee (in Rs.)
Traffic Survey (Lumpsum)	

4. Time Schedule and Payment of Fees

4.1 The key deliverables would be as per the following table:

Deliverable as per the scope of services	Timeframe for deliverable from the date of go ahead	Payment for the deliverable
Upon approval of submitted Traffic Survey Report	1 week	100%

4.2 Soft copy and Hard copy of all documents shall be provided to DIMTS at no additional cost to DIMTS.

4.3 No performance guarantee is asked for.

5. Termination of the Agreement

5.1 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.

5.2 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.

5.3 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.

5.4 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.

6. Responsibilities and Obligations of the Agency

The agency shall

6.1 have no right on the updated data which shall be customized as per the requirements of DIMTS;

6.2 relinquish all Intellectual Propriety Rights which shall wrest with DIMTS;

6.3 provide the Services in accordance with Scope of Services;

- 6.4 exercise the degree of skill, care and diligence normally exercised by members of the profession performing services of a similar nature;
- 6.5 be bound to comply with any written direction of DIMTS to vary the scope sequence or timing of the Services;
- 6.6 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;
- 6.7 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.

7. Responsibilities and Obligations of DIMTS

- 7.1 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.
- 7.2 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.
 - 7.2.1 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.

8. 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.

9. Compliance with Laws

The Agency shall take due care that all its documents comply with all relevant laws and statutory regulations, ordinances and 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.

10. Governing Law and Settlement of Disputes

- 10.1 The Agreement shall be governed by the laws of India at Delhi.
- 10.2 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.

10.3 Procedures for Resolution

10.3.1 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.

10.3.2 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.

10.3.3 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.

10.3.4 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.

11. 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.

12. Transfer of 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.