

## **INTEGRATED INDUSTRIAL TOWNSHIP GREATER NOIDA LIMITED**

169, CHITVAN ESTATE, SECTOR GAMMA-II, GREATER NOIDA  
DISTT. GAUTAM BUDH NAGAR (U.P.)

### **Advertisement for Final DGPS Survey of MMLH Dadri and MMTH Boraki**

The **Delhi Mumbai Industrial Corridor Development Corporation (DMICDC)** is planning to construct a Multi-Modal Transport Hub (MMTH) and a Multi-Modal Logistics Hub (MMLH) at Greater Noida. Feasibility study of these projects has already been conducted.

The **Multi-Modal Transport Hub (MMTH)** project envisages a rail passenger terminal, which is located close to the existing Boraki Halt station. **The Multi-Modal Logistics Hub (MMLH)** project takes off from Western Dedicated Freight Corridor (WDFC) yard at Dadri.

Interested parties need to prepare a final DPR and ESP on global coordinates of rail portion of the facility showing the connectivity to MMLH and also design the link to WDFC and EDFC. The stipulated time period of the study is limited to 4 weeks (28days) from the date on which this Contract will come into effect. The Consultant should have done 3 projects related to railways of Rs. 200 Crore each.

The deliverables of the study would be as follows:

- Total Station / DGPS survey drawing of MMTH and MMLH areas separately and integrated with WDFC and EDFC
- Drawing depicting re-routing of the ROR flyover connecting WDFC yard at Dadri in order to avoid conflict with other ROR proposed to be built on EDFC
- Site Analysis drawing showing all the existing features and the way in which they are to be incorporated in the future planning of the respective areas
- Drawing depicting land boundaries of DFC, NCR and DMICDC
- ESP of the MMLH rail connectivity and yard
- Write up on civil, electrical and signalling chapter of the proposed project
- Cost Estimate of the design proposed
- List of solutions to the issues raised by NCR on the feasibility Reports.

Sealed quotations are invited separately, for DPR and ESP on global coordinates, within fifteen days of uploading the Advertisement.

Any communication or clarification, if required, may be addressed to:

**GM (Plg. & Arch.)**

**Integrated Industrial Township Greater Noida Limited**

169 Chitvan Estate Sector- Gamma, Greater Noida City,

Distt. Gautam Buddha Nagar

Uttar Pradesh

# Terms Of Reference-

## Final DGPS Survey of MMLH Dadri and MMTH Boraki

### **1. Background and Need**

The **Delhi Mumbai Industrial Corridor Development Corporation (DMICDC)** is planning to construct a Multi-Modal Transport Hub (MMTH) at Boraki and a Multi-Modal Logistics Hub (MMLH) at Dadri. Feasibility study of these projects has already been conducted by CH2M HILL. On the basis of these reports, Greater Noida Industrial Development Authority (GNIDA) has commenced the acquisition of land.

The **Multi-Modal Transport Hub (MMTH)** project envisages a rail passenger terminal, which is located close to the existing Boraki Halt station. This terminal is connected with Delhi-Howrah main railway line and on commissioning will become part of North Central Railway (NCR) system. The project design and planning requires approval of NCR. The feasibility report of MMTH was submitted to NCR and a presentation was made before GM and PHODs. NCR has given certain observations, which need to be replied/ addressed through detailed field survey.

The **Multi-Modal Logistics Hub (MMLH)** project takes off from Western Dedicated Freight Corridor (WDFC) yard at Dadri. The yard plan and rail siding connectivity needs to be approved by Dedicated Freight Corridor Corporation of India Limited (DFCCIL). Meanwhile, DFCCIL has at this stage decided to construct a Rail Over Rail (ROR) flyover taking off from Dadri station to fly over on the Howrah main line to connect Eastern Dedicated Freight Corridor (EDFC) yard at Boraki. This fly over is perpendicular to the ROR for MMLH connectivity and the alignment is in conflict.

Hence, at this stage there is a need to realign the rail siding connectivity to MMLH to accommodate DFC ROR and verify the concept plans through field survey and prepare final Engineering Scale Plan (ESP) on global coordinates. In addition, there is need to find a suitable solution to make both the RORs feasible.

### **2. Goal and Objectives**

#### **Goal**

The goal of the study is to prepare a final DPR and ESP on global coordinates of rail portion of the facility showing the connectivity to MMLH and also design the link to WDFC and EDFC.

#### **Objectives**

The objectives of the study are:

- To prepare the alignment of ROR fly-over connecting WDFC yard at Dadri with the proposed MMLH on the North side of Delhi-Kolkata rail line to avoid conflict with ROR to be built on EDFC from Dadri station so as to make both the ROR's feasible
- To take note of the existing features and structures, both natural and man-made in order to take decision to either retain, shift or remove them
- To prepare a detailed engineering design of the proposed connectivity.
- To prepare a cost estimate for provision of connectivity to MMLH, associated rail facilities and cost of construction of ROR's.

### **3. Scope of Work**

**The scope of work of the proposed study of MMTH is listed below:**

- Undertake Total station / DGPS survey of the alignment along with the proposed MMLH yard
- Identify all the ground and geographical features for retention, shifting or removal.
- Identify structures, obstructions, and power lines requiring shifting /removal to make the alignment free from encumbrance.
- Earmark DFC, North Central Railway (NCR) and DMICDC land boundaries.
- Review of alignment of Rail Over Rail flyover connecting WDFC yard at Dadri with the proposed MMLH on the north side of Delhi-Kolkata rail lines through site survey with a view to reroute it to avoid conflict with another ROR proposed to be built on EDFC taking off from Dadri station and crossing the Delhi-Kolkata rail lines to connect the EDFC yard at Boraki.
- Prepare ESP of the MMTH rail connectivity and yard.
- Prepare a write up on civil and signalling chapter of the proposed project.
- Address the issues raised by NCR on feasibility report of MMTH.
- Prepare a cost estimate of rail connection and siding.

**The scope of work of the proposed study of MMLH is listed below:**

- Undertake Total station / DGPS survey of the alignment along with the proposed MMLH yard
- Identify all the ground and geographical features for retention, shifting or removal
- Identify structures, obstructions, and power lines requiring shifting /removal to make the alignment free from encumbrance
- Earmark DFC, East Central Railway (ECR) and DMICDC land boundaries
- Review of alignment of Rail Over Rail (ROR) flyover connecting WDFC yard at Dadri with the proposed MMLH on the north side of Delhi-Kolkata rail lines through site survey with a view to reroute it to avoid conflict with another ROR proposed to be built on EDFC taking off from Dadri station and crossing the Delhi-Kolkata rail lines to connect the EDFC yard at Boraki
- Prepare an ESP of the MMLH rail connectivity and yard
- Prepare a write up on civil, electrical and signalling chapter of the proposed project
- Address the issues raised by NCR on feasibility report of MMLH
- Prepare a cost estimate of the proposed design of rail associated facilities.

**4. Time Line of the Study**

The stipulated time period of the study is limited to 4 weeks (28days) from the date on which this Contract will come into effect.

**5. Eligibility Criteria**

The Consultant should have done 3 projects related to railways of 200 Crores each.

**6. Payments, Indemnity and Penalties**

Rate to be based on area to be surveyed, detailed engineering design of rail related connectivity and associated rail facilities.

**6.1 Payments to the consultants**

**6.1.1 Payment terms:** The Consultants total remuneration including all expenses shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services. The Contract Price may only be increased, if the parties have agreed to additional payments in accordance with relevant clauses hereof.

The client will release 80% payment against acceptance of all the deliverables. 20% shall be released only after receipt of comments/approval from the concerned Nodal Agency and NCR.

6.1.2 **Currency:** The price is payable in local currency i.e. Indian Rupees.

6.1.3 **Payment for Additional Services:** Determination of the remuneration due for additional services may be done by mutual consent, if required.

## **6.2 Indemnity**

The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.

## **6.3 Liquidated Damages**

If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each day of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees.

## **7. Final Deliverables**

Based on the scope of work listed above the deliverables of the study are as follows:

- Total Station / DGPS survey drawing of MMTH and MMLH areas separately and integrated with WDFC and EDFC
- Drawing depicting re-routing of the ROR flyover connecting WDFC yard at Dadri in order to avoid conflict with other ROR proposed to be built on EDFC
- Site Analysis drawing showing all the existing features and the way in which they are to be incorporated in the future planning of the respective areas
- Drawing depicting land boundaries of DFC, NCR and DMICDC
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- Write up on civil, electrical and signalling chapter of the proposed project
- Cost Estimate of the design proposed
- List of solutions to the issues raised by NCR on the feasibility Reports.

## **8. Support Documents**

The following reports/documents will be made available to the consultant as support documents.

- Feasibility Report of MMLH prepared by CH2M HILL
- Feasibility Report of MMTH prepared by CH2M HILL
- Land plan of MMLH and MMTH prepared by GNIDA
- Rail Over Rail flyover plan prepared by DFCCIL

## **9. Presentations and Meetings**

The assignment will require participations to be made in meetings to DMICDC, DFCCIL, NCR, GNIDA and IITGNL officials.

## **10. Defect Liability Period**

The Defect Liability Period for the Consultancy shall be 12 months from the date of final payment made to the Consultant on completion of Services.

## **11. Performance Security**

Performance Security equivalent to 10 (ten) percent of the total cost of Financial Proposal shall be furnished from a nationalised/ Scheduled Bank, before signing of the contract, in form of a Bank Guarantee substantially in the form specified at Annexure of the contract. The Performance Security will be retained by Client until the completion of the defect liability period.

## **Annexure: Form of Bank Guarantee for Performance Security**

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(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.:

Bank Guarantee:

Date:

Dear Sir,

In consideration of M/s Delhi Mumbai Industrial Corridor Development Corporation Limited (hereinafter referred as the 'Client', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of consultant] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the 'Consultant' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Contract by issue of Client's Contract Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the 'Contract') and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the Client for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand an or, all monies payable by the Consultant to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Consultant. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Consultant nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the contract or other documents. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the client may have in relation to the Consultant's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the Consultant /the Bank or any absorption, merger or amalgamation of the Consultant /the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of consultant] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

WITNESS

1. [signature, name and address]

2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

The date will be fixed as indicated in S.C.C.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the 'Bank Guarantee'. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Client.