

Tender Issued to M/s -----

भारतीय कंटेनर निगम लिमिटेड  
**Container Corporation of India Ltd.**  
(A Govt. of India Undertaking)

**No.CON/EP/2050/SBI-KHDB/CONSULTANT/2010**

Engagement of Consultant  
For  
Developing Fire Fighting Systems  
At  
ICD Sabarmati & Khodiyar(Ahmedabad)

***Container Corporation of India Ltd.***

C-3, Mathura Road, Opposite Apollo Hospital,

New Delhi 110076

भारतीय कंटेनर निगम लिमिटेड

C-3, मथुरा रोड अपोलो अस्पताल के सामने

नई दिल्ली - 110076

**C-3, Mathura Road, Opposite Appollo Hospital,  
New Delhi-110076  
TENDER NOTICE**

1. Sealed tenders in single bid system are invited for Engagement of Consultant from established, experienced and reliable architectural/fire fighting consultancy firms registered or having worked with any Govt. Organization, for the below mentioned work:
2. Tender document can be purchased from the office of the Group General Manager (Engg.), at above mentioned address from 11.00 Hrs.16.00 Hrs on all working days. CONCOR shall not be responsible for any postal delay. Complete tender papers duly accompanied with requisite EMD shall be received in the office of GGM (Engg.), as per date & time mentioned below & shall be opened in presence of the tenderers or their authorized representative.

<b>Tender No.</b>	<b>CON/EP/2050/SBI-KHDB/CONSULTANCY/2010</b>
Name of Work	Engagement of Consultant for Providing Consultancy Services for Detailed Engineering & Project Supervision of Developing Fire Fighting Systems at ICD Sabarmati & Khodiyar(Ahmedabad)
Tentative Cost of Project	Rs.200.00 lakhs
Period of Consultancy	16(Sixteen) Months
Earnest Money Deposit	Rs.14,000/-*
Cost of Tender Document	Rs. 1000/- (If by post Rs. 1300/-) *
Date of sale of tender	16.08.2010 to 07.09.2010
Date & time of submission of tender	08.09.2010 upto 15.00 hrs.
Date & time of opening of tender	08.09.2010 at 15:30 hrs.
Minimum Average annual turn over during last three financial years(i.e. year 2007-08, 2008-09 & 2009-10 (audited/unaudited).	<b>Rs.7.00 lakhs</b> (The information shall be supported by C.A. Certificate/balance Sheets)
Experience with respect to similar nature of work	Detailed Engineering & Project Supervision of Fire Fighting works of value not less than <b>Rs. 133 lakhs</b> or number of similar nature works as above totaling to <b>Rs.200 lakhs</b> , completed during previous 36 months from the tender opening date.

**\*Demand Draft in favour of Container Corporation of India Ltd. payable at New Delhi.**

- 3 This tender notice & its bidding document can also be downloaded from the website of CONCOR i.e. [www.concorindia.com](http://www.concorindia.com). However, the intending bidders who use Bidding Documents downloaded from the website should submit the document **sale price of Rs.1,000/- by way of Demand Draft in favour of "Container Corporation of India Ltd." payable at New Delhi** at the time of submission of bid.
4. Any downloading from the website is at the sole risk & responsibility of the user. CONCOR will not be responsible for delay / difficulty / inaccessibility of downloading facility for any reason whatsoever.
5. Any clarification on the content of NIT/Tender document can be referred to undersigned by making a written request within 7-days by CONCOR.
6. Corrigendum/Addendum to this tender if any will be uploaded in website mentioned in (3) above. This may kindly be noted by bidders/prospective bidders.
7. CONCOR reserves the right to reject any or all the tenders, in part or full, without assigning any reason thereof.

**Group General Manager (Engg.)**

**Container Corporation of India Ltd.,  
C-3 Mathura Road, Opposite Apollo Hospital,  
New Delhi- 110 076.**

**ENGAGEMENT OF FIRE FIGHTING CONSULTANT**

CONCOR invites sealed tender in single bid system for engagement of Consultant from established, experienced and reliable Architectural/Fire Fighting Consultancy Firms for providing consultancy services for the below mentioned work:

Tender no.	CON/EP/2050/SBI-KHDB/CONSULTANT/2010
Name of work	Engagement of Consultant for Providing Consultancy Services for Detailed Engineering & Project Supervision of Developing Fire Fighting Systems at ICD Sabarmati & Khodiyar (Ahmedabad)
Estimated Cost of Project	Rs. 200 lakhs(aprox.)
Period of Consultancy	16(Sixteen) months
Earnest Money	Rs. 14,000/-
Cost of Tender Document	Rs. 1000/- (If by post Rs.1300/-)
Date of sale of tender	16.08.2010 to 07.09.2010
Date & time of submission of tender	08.09.2010 upto 15.00 hrs.
Date & time of opening of tender	08.09.2010 at 15:30 hrs.

For eligible criteria and other details, please log on to [www.concorindia.com](http://www.concorindia.com) or contact the undersigned.

**Group General Manager(Engg.)**

Signature of Tenderer

Accepting Authority

## ANNEXURE-A

### DETAILS OF THE PROJECT

Container Corporation of India Ltd. intends to develop Fire Fighting System at ICD Sabarmati & Khodiyar(Ahmedabad).

1. The detail of Project is as under:
  - A. Developing of fire fighting system at ICD Sabarmati.
  - B. Developing of fire fighting system at ICD Khodiyar.
2. The expected cost of the above works would be Rs.200 lakhs.
3. The Project is expected to take 16(Sixteen) months from date of issue of LOI & Consultant Services shall be till completion of work including maintenance period, which shall be 16 months from the date of completion of work. The lies in operational area, therefore, construction period may be extended for which no compensation shall be paid to Consultant.
4. The Consultant is required to carry out detailed Engineering, Site Survey, Geo-technical Investigation, Structural & Architectural designs, drawings, supervision of work, maintain all records during execution, quality control, records measurement of day to day work, preparation of bills, coordination with CONCOR & other local bodies and obtain requisite approvals. Details of Scope of Work are given in Annexure -B
5. Tenders of above works will be invited & finalized by CONCOR and payment of bills to contractors will also be done by CONCOR.

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**SCOPE OF WORK AND SCOPE OF SERVICES**

**1.0 SCOPE OF WORK**

Scope of work shall include the detailed Engg. and project management of following works of fire fighting at ICD Sabarmati & Khodiyar.

1. Underground water storage tank
2. Pump House
3. Bore well & submersible pump
4. Water Pipelines
5. Fire Hydrants & Hose Pipes
6. Electric & Diesel Engine driven fire pumps and pressurization pumps.
7. Electrical Wiring & Panels etc.
8. Any other related works.

**2.0 SCOPE OF SERVICES OF CONSULTANT:**

- a) Site Survey, Geo-Technical Investigation, Planning & designing of fire fighting system as per National Building Code & other applicable norms.
- b) Structural & Architectural Design of whole fire fighting system including preparation of all types of Drawings.
- c) Obtain approvals from the local fire authorities and other concerned departments.
- d) Planning, designing of tube well & pumps, underground tank & pump house of requisite size & capacity for fire fighting arrangement.
- e) Planning & designing of water pipeline to feed fire hydrants & the fire hydrants.
- f) Planning & designing of water sprinkles, smoke detectors, fire detection & alarm system etc. in and around buildings, warehouses and pavement etc. of entire ICD, if required for obtaining statutory sanctions.
- g) Planning and designing of electric driven main fire service pump, electric motor driven pressurization pump set(jockey pump) and diesel engine driven fire pump etc.
- h) Planning and designing of electric panel for main fire pump, jockey pump, diesel engine etc.
- i) Preparation of all conceptual plans and execution drawings of fire fighting arrangements, pump house & underground sump etc.
- j) Preparation of preliminary and detailed estimates of fire fighting works

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- k) Preparation of tender document, Bill of Quantity(BOQ), technical specification and tender drawings etc.
- l) Project supervision of fire fighting works including day to day quality control, recording of measurements and billing etc.
- m) Completion and commissioning of fire fighting system and final test report and approvals (NOC) from fire department and other concerned authorities.
- n) Any other allied works, if required in order to complete the fire fighting work.

**The Scope of work of Consultant is divided in two parts as explained below i.e. PART-I :Detailed Engineering & PART-II : Project Management**

**2.1 DETAILED ENGINEERING & GEO-TECHNICAL INVESTIGATION**

**2.1.1**

**Scope of Services**

- a) Carrying out site survey
- b) Geo – Tech investigation, if required.
- c) Architectural,structural designs & drawings of above scope of work & to obtain their approvals from relevant authorities/deptts.
- d) Preparation of conceptual & execution drawings
- e) Preparation of external & internal electrification layouts
- f) Preparation of detailed estimates, BOQ & tender documents including specification & conditions
- g) Revise the drawings as and when required.
- h) Liaisoning with concerned statutory authorities as and when required for approval in connection with completion & operation of the projects.
- i) Overview/Review of the preliminary works carried out and collection of further data including field data.
- j) Obtaining the statutory approvals / sanctions if essential from the relevant authorities on behalf of client such as Municipal Corporations, Railways, Electricity Board, PWD, Revenue deptt., local fire office etc., if applicable.
- k) Inspection of critical items.

2.1.2 The Consultant shall make site visit at his own expenses to familiarize himself with site condition & finalisation of the approved conceptual plan after detailed topographical, Contour survey & Geo Tech investigation of the area.

2.1.3 Preparation of architectural & structural and other tender drawings sufficient to prepare the estimate, bill of quantities & tender document.

2.1.4 Preparation of detailed estimate, comprehensive bill of quantities supported with detailed calculation sheets, rate of analysis and tender document for civil, electrical and sanitary work including special condition of contract, special specification if any for inclusion in the tender document. The Consultant shall submit 10 sets of tender documents of each package to client without any extra charges.

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- 2.1.5 Planning, designing and preparation of Architectural & structural working drawings for all works for unhindered execution of project after its award.
- 2.1.6 Issuing six sets of “Valid for construction” working/detailed drawings for all above works.
- 2.1.7 Any other details/documents/drawings required for the completion for work.
- 2.1.8 Submission of original tracing / transparency, Geo-technical data & design calculation sheets etc. for office record.

## **2.2 PROJECT MANAGEMENT**

### **2.2.1 Scope of Services**

- a) Project Management and Monitoring including site supervision, progress reporting, budget proposals and forecasting.
- b) Preparation and submission of monthly progress report with bar charts etc.
- c) Quality control & supervision of work.
- d) Measurement of works, preparation/certification of Bills and submission of bill to client within reasonable time( not more than 10-days from date of preparation).
- e) The Engineer-in-Charge of the Consultant at site may be nominated as Consultant’s representative in respect of all works related to this Project.
- f) Depute required number of experienced engineering staff at site to supervise the work.
- g) Co-ordination with all concerned departments and agencies including local fire authorities.
- h) Checking and testing of various items of works/supplies and maintain all quality control & stock registers and ensure testing are being done at required frequency as specified in Tender documents / technical specifications.
- i) Prepare & maintain all site registers, documents such as level books, measurement books, cement register, steel register, quality control test registers, site order book, hindrances register etc.
- j) Ensure adherence to specifications and drawings.
- k) Check bar bending schedule.
- l) Check and ensure the concrete mix at batching plant/mixers/site for its adherence to specified design.
- m) As and when required, variation statements should be prepared by the consultant and orders to contractor for execution after its approval from Client. While seeking approval, Consultant will prepare and submit the analysis of rates of extra items and cost of works to client.
- n) In case the work is examined by Chief Technical Examiner or Chief Vigilance Deptt., it will be Consultant responsibility to supply all the necessary clarification & justification to them.

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- o) Identify problems and recommend action to client for decision to ensure progress of work.
- p) Provide necessary facilities for inspections to officers of CONCOR & other statutory bodies as & when required.
- q) Supervise and inspect the works during the maintenance period and on completion of maintenance period, issue of maintenance certificate.
- r) All drawings, specifications and supervision should be based on relevant BIS Codes of practices and standards as amended up to date and on in its absence Railways/CPWD practice, or any additional code and relevant practices. If any drawings/specifications are submitted by the Contractor, the Consultant shall examine and send for approval such drawings to client (CONCOR) with the recommendations. The Consultant shall be responsible for the technical soundness and accuracy of the services rendered. The above terms of reference are broad based. It is expected that Consultant will have full involvement with the total project.
- s) Inspection at manufacturer's workshop of the items like Electric Driven Motors & Pumps, Emergency DG set, Transformer, Switch Board/Panels and cables etc., primarily for Performance Testing prior to despatch and review of the Test Certificates for the different items and approval prior to despatch, in consultation with client.
- t) Prepare completion drawings, completion report & handover of completed project.

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## ANNEXURE-C

### 3.0 TERMS & CONDITIONS

#### 3.1 COMPLETION PERIOD

The time for completion of Detailed Engineering ( Site survey, Geo-technical Investigation, Design & Detailed Drawings, Cost Estimation, Bill of Quantity, Preparation of Tender Document & Specifications etc) shall be 2 months from the date of issue of LOI . The completion period for Project Supervision shall be 14 months from the start of physical work at site of each package.

#### 3.2 CONSULTANCY FEE & PAYMENT SCHEDULE

3.2.1 The Consultant shall quote their fee on percentage basis of accepted cost in the proforma as Annexure-D. However, cost of construction of work shall not include following:

- a) Any payment to other authorities and any other expenditure for or in connection with obtaining approval of plans & sanction of electrical load etc.
- b) In case of any infructuous work or demolition ordered by consultant/CONCOR.
- c) Cost of land

3.2.2 Consultancy fee of Consultant shall be paid as per below mentioned stage-wise work done :-

i)	Stage –I	Detailed topographical site survey, preparation of conceptual plans, geo-technical investigation, detail estimate & technical specifications	50% of total fee of PART-I
ii)	Stage-II	Architectural & Structural Design & Drawings, Bill of Quantity, Tender Document & Construction Drawings,	50% of total fee of PART-I
iii)	Stage-III	Construction supervision of works	90% of total fee of PART-II
iv)	Stage IV	Completion of the project & submission of completion report	10% of total fee of PART-II

3.2.3 Pro-rata payment shall be made by CONCOR to Consultant under each item above based on the work done. No escalation is payable to Consultant under this contract due to any reasons.

3.2.4 For Stage(I) & (II) under payment schedule proposed percentage will be applied assuming project cost as **Rs.200 lakhs** which shall be adjusted later on based upon actual completion cost of the project on completion of the work. For Stage (III) payment shall be made on the basis of work done by the contractor & certification of the work by Consultant. For Stage(IV) payment shall be released on completion of project and submission of completion report & completion drawings of the project developed under the consultancy contract of the consultant.

3.2.5 Security Deposit at a rate of 10% (ten percent) shall be deducted from each bill of the consultant and same will be returned after satisfactory completion of maintenance period of the project.

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3.3 **OBLIGATION OF THE CLIENT**

CONCOR shall provide Consultant layout plan of ICD's & other details if available for planning and execution of work by Consultant.

3.4 **OBLIGATION OF THE CONSULTANT**

The Consultant/Architect shall carry out the services in conformity with the generally accepted norms and sound standards of engineering/architecture. The consultant/architect shall be responsible for the services rendered. In case of any deficiency or otherwise the Consultant shall promptly redo and provide five (05) sets of prints of all designs & drawings and ten(10) sets of tender document. Also one complete set of reproducible transparencies of the drawings at no additional cost to the client.

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**BILL OF QUANTITY**

**ANNEXURE-D**

**TERMS OF PAYMENT**

Consultant fee for the work shall be quoted as under :  
Stat

- i) PART-I (detailed engineering) fee \_\_\_\_\_% (----- percent) on built up cost plus Service Tax as applicable. ( quote both in figures & words)
  
- ii) PART-II (project supervision) fee \_\_\_\_\_% (----- percent) on built up cost plus Service Tax as applicable. ( quote both in figures & words)

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1.0 **TERMS & CONDITIONS OF ENGAGEMENT**

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	Non-waiver of defaults
	Financial responsibility
	Language
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Care and Diligence and Performance Guarantee
Normal Services
Insurance
Prints, Drawings & Specifications
Cost to be borne by the Consultant
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1 **General Conditions of Contract**

1.0 **Definitions**

1.1 In construing this Agreement the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

1.2 "The Client" Means Container Corporation of India Ltd.

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- 1.3 “The Consultant” Means Consultant who provide the Consultancy Services
- 1.4 “Project” Means the Project described in the Annexure-A to the Agreement in respect of which the client has engaged the Consultant to provide professional services
- 1.5 “The Contractor” Means any person or persons, Firms or Company under contract to the Client to perform work and/or supply goods in connection with the Project.
- 1.6 “Approved” Means approved by client’s representative in writing including subsequent confirmation of previous approval.
- 1.7 “Approval” Means approval by the Clients representative in writing as above
- 1.8 “Clients Representative” Means the Group General Manager(Engg.) CONCOR, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi-110076 or any other Person nominated by CONCOR

**2.0 Duration of Engagement**

**2.1(a) Time Schedule**

a)	Completion of works under Stage-I	30(Thirty) days from the date of award of the work to Consultant
b)	Completion of works under Stage-II	30(Thirty) days after CONCOR’s approval of Conceptual Plan
c)	Completion of works under Stage-III	As the work progresses but not later than 30 days from physical completion of the work.
d)	Completion of works under Stage-IV	30(Thirty) days from the actual date of completion of the work.

2.1(b) The Project is expected to take 16 months for ICD Sabarmati & Khodiyar from the Date of issue of LOI & Consultant’s services shall be till the completion of work including maintenance period. Consultant will also assist in settling the final bills, completion drawings, claims, if any, after completion of work at site without any extra charge.

2.2 The appointment of Consultant shall commence from the date of issue of letter of intent.

2.3 This agreement will not be sold, sublet assigned or transferred in whole or in part in any manner whatsoever without the prior written approval of client.

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2.4 **Termination**

Notwithstanding anything otherwise contained in the agreement, if the 'Client' for any reason whatsoever is unable or unwilling to complete the works or is compelled to postpone the project for a considerable period, the "Client" shall be entitled to terminate this Agreement upon SEVEN DAYS written notice to the Consultant. Upon such termination, the Consultant shall deliver to the Client all designs, drawing, data specification and other documents prepared by the Consultant in connection with the work.

- 2.5 However, the Client may, when the Project or any part thereof is postponed, in lieu of so terminating the Consultant appointment, require the Consultant in writing to suspend carrying out of his services under this Agreement for the time being.

If the Client shall not have required the Consultant to resume the performance of services in respect of any postponed work within a period of 12 months from the date of the Client's requirement in writing to the Consultant to suspend the carrying out of his services, such work shall be considered to have been abandoned and this Agreement shall terminate unless otherwise indicated by the Client.

- 2.6 Termination of this agreement shall not relieve the Consultant of his obligation imposed by the Agreement with respect to work performed by the Consultant upto Termination.

- 2.7 The Consultant shall, upon receipt of any notice or requirements in writing in accordance with Clause 2.5 or termination of his appointment in pursuance of Clause 2.4 proceed, in an orderly manner but with all reasonable speed and economy, to take such steps as are necessary to bring to an end his services under this Agreement.

- 2.8 Any termination of the Consultant appointment under this Agreement shall not prejudice or affect the accrued rights or claims or either party to this agreement.

2.9 **Force Majeure**

Neither the Client nor Consultant shall be considered in default in performance of the obligations under this Agreement if such performance is prevented or delayed by events such as, but not limited to, war, hostilities, revolution, riots, civil commotion, strikes, lock-outs, conflagrations, epidemics, accident, wind, flood, drought, earthquake, or because of any law, order, proclamation, regulation or ordinance of any Government or of any subdivision thereof, or because of any act of God, or for any other cause beyond the reasonable control of the Party affected, provided notice in writing of any

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such cause with necessary evidence that the obligation under the Agreement is thereby affected or prevented or delayed is given within 10(ten) days from the happening of the event and in case it is not possible to serve the notice within the said ten days period, then within the shortest possible period without delay. As soon as the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation and of the actual delay incurred in such affected activity adducing necessary evidence in support thereof. From the date of the occurrence of a case of force majeure, the obligations of the party affected shall be suspended during the continuance of any inability so caused until the cause itself and the inability resulting there from have been removed and the agreed time of completion of the respective obligations under the Agreement shall stand extended by a period equal to the period of delay occasioned by such events. Decision of Director (P&S), Container Corporation of India Ltd. will be final and binding in such cases.

### 3.0 **Negligence**

3.1 The Consultant shall at any neglect or refuse to or being unable to perform any of the duties devolving upon him under this Agreement due to his default or otherwise by breach of any of the provisions or conditions contained in this agreement and which on their part require to be observed and complied with, the client shall be entitled to levy the liquidated damages(LD) or terminate this agreement, by giving to the Consultant seven days notice in writing in this behalf. In such an event, the Consultant shall deliver to the Client all designs, drawing, data specification and other documents prepared in connection with the work. The Client will have the right to get the incomplete work executed through any other agency at the cost and risk of Consultant.

3.2 In case the Consultant is proved incompetent for handling such a project for any other reason, the Client shall be entitled to terminate the agreement upon seven days written notice to the Consultant. The decision of Director(P&S)CONCOR will be final and binding in such cases.

### 4.0 **MODIFICATION TO AGREEMENT**

4.1 Should circumstances arise which call for Modifications of the Agreement these may be made by mutual consent given in writing. Proposal in this respect from one party shall be given due consideration by the other party. Serving of Notices.

5.0 Any notice/order provided for in this Agreement will be considered as having been given:-  
a) To the Client if mailed by registered post to C-3, CONCOR Bhawan, Opp.Apollo Hospital, Mathura Road, New Delhi-110076.

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b) To the Consultant if mailed by registered post to their address.

## 6.0 **Arbitration**

- 6.1 All questions, issues, disputes and differences between the Client and the Consultant if remaining unsettled even after mutual discussions (whether relating to the Consultant claim against the Client or vice versa) relating to any clause or provisions of this contract or any interpretation thereof or the right liability of any party or as to any set or omission etc., of either party arising during the course of work or after the completion or abandonment thereof, its termination, expiry or otherwise howsoever relating to the said work and this contract shall be referred by any aggrieved party to the contract (which terms will include the client) to the sole arbitration of the Director(P&S) of the Client, whose decision/award shall be final and binding on the parties.
- 6.2 The Director(P&S)/CONCOR, in the event of his being unable to act as arbitrator for any reason whatsoever, shall designate any other person to act as arbitrator in accordance with the terms of the Contract and such person shall be entitled to proceed with the reference. The award of the arbitrator so appointed shall be final, conclusive and binding on all the parties to the contract and provisions of Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- 6.3 The Arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such direction as the Arbitrator may think fit having regard to the matters in difference before him.
- 6.4 The Arbitrator shall have all summary powers and may take such evidence and/or documentary, as the Arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all power under the Indian Arbitration & Conciliation Act 1996 as amended from time to time, including admission of any affidavit as evidence concerning the matter and difference.
- 6.5 The Arbitrator shall be at liberty to appoint, if necessary any accountant or engineering or other technical persons to assist him and to act by the opinion so taken.

The Arbitrator shall have power to make one or more Awards whether interim or otherwise in respect of the disputes and differences and in particular will be entitled to make separate awards in respect of claims or gross claims of the parties.

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6.6 The Arbitrator shall be entitled to direct any one of the parties to pay the cost of the other party on such manner and to such extent as the Arbitrator may in his discretion determine and shall also be entitled to require either or both the parties to deposit funds in such proportion to meet arbitration expenses whenever called upon to do so.

7.0 **Law Governing Agreement**

The rights and obligations of the Client and the Consultant under this Agreement will be governed by the laws of the land. The Civil Courts of New Delhi will have jurisdiction for all matters.

8.0 **Non-Waiver of Defaults**

Any failure by the Client or the Consultant at any time or from time to time to enforce observance and performance of and of the conditions of engagement will not constitute or be deemed to be waiver of such conditions of engagement and will not affect or impair such conditions of engagement in any way, or the right of the Client or the Consultant at any time to avail itself of such remedies as it may have for any breaches or breach of such conditions of engagement.

9.0 **Financial Responsibility:**

In the execution and performance of the project which are the subject matter of the Agreement, the Consultant will have no financial responsibility whatsoever for payment of any costs or expenses to be incurred under this Agreement except for those which are hereinafter designated "Cost to be borne by the Consultant.

10. **Language:**

The English language shall be used in all written communication between Client and the Consultant with respect to the services to be performed under this Agreement and with respect to all documents produced or prepared by the Consultant in connection with the Project.

11. **Secrecy:**

The Consultant shall use all the documents, drawing and other data and information of a proprietary nature received from the Client, Solely for the purpose of performing and carrying out the obligations on his part, under this Agreement and shall not disclose the same to any other person except to the extent required, in the performance of the work for the Project and shall maintain the utmost secrecy. The Consultant shall bind his employees who are involved in Engineering of the Project by a suitable secrecy Agreement. The documents, drawings and other data and information received from the Client shall not be used by the Consultant for any other purpose.

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## **Obligation of Consultant**

### 12.0 Care and Diligence and Performance Guarantee

#### 12.1 **Care and Diligence**

The Consultant shall exercise all reasonable skill, care and diligence in the discharge of the services agreed to be performed by him. If in the performance of his services the Consultant has a discretion exercisable as between the Client and the Contractor, the Consultant shall exercise his discretion fairly.

#### 12.2 **Performance Guarantee**

12.2.1 The Consultant shall carryout the services in conformity with generally accepted norms and sound standards of Engineering. The Consultant shall be responsible for the technical soundness of the services rendered. In the event of any deficiency in those services, the Consultant shall promptly re-do such design and engineering, at no additional cost to the Client so as to enable the Client, if necessary, to carry out such modifications and/or rectification as may be required. If Consultant fails to redo the design, then same will be get done by client at the cost of Consultant.

12.2.2 The Consultant shall guarantee the performance of the systems as per designs and specifications prepared by him. In the event of the system failing to achieve the guarantee performance as laid down in the agreement due to reasons directly attributed to the Consultant, he shall be liable for such failure and the liability shall be limited to payment of cost of rectification subject to a maximum on all accounts upto 10% of the fees received by the Consultant.

#### 13.0 **Normal Services**

The services asked for under this agreement are for complete job of the Consultant upto the stage of commissioning.

#### 14.0 **Insurance**

Consultant shall arrange for any payment of the cost of personal Accident Insurance in respect of his employees assigned to the Project site for performance of the obligations under the conditions of agreement.

#### 15.0 **Drawing, Specifications & Tender Document**

The Consultant will furnish free of cost to the Client ten(10) sets of tender documents consisting all tender drawings, specifications, Bill of Quantity etc. Also five (05) sets of detailed working drawings and one (01) complete set of reproducible transparencies of all drawings prepared by the Consultant. Any additional copies if required by the Client will also be furnished by the Consultant's free of cost. All drawings will also be supplied in one CD.

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15.1 The Consultant shall not without the consent in writing of GGM(Engg.) publish any/article or photograph relating to project.

16.0 **Cost to be borne by the Consultant**

No cost of work to be done under the conditions of engagement shall be borne by the Consultant except those specifically mentioned below. Consultant is agreeable to liquidated damages for default in service & delay in completion of the assigned job within the specified period. For every delay on the part of Consultant in completion of the job assigned, client will be entitled to claim following overrun charges.

- a) Client will be entitled to claim liquidated damages a sum equivalent to one half of one percent (0.5%) of consultancy fee for each week or part of week for delay /default in services subject to maximum 10% of the total consultancy fee.
- b) In case of the project being extended beyond stipulated time of completion for any reasons whatsoever, there will be no compensation for overrun charges.

The Consultant shall bear all cost of rendering the specified scope of services except those cost which are specially mentioned as reimbursable by the Client.

17.0 **Patents**

No patented or patent pending articles, methods or device shall be used or supplied in connection with the work or incorporated in the work without the prior written approval of the Client, if the terms of purchase involve or require the payment of any license fee or royalty in addition to the purchase price, and do not contain patent indemnification in a form satisfactory to the Client.

18.0 **Change of Person**

Client without assigning any reason whatsoever reserves the right to ask for the change of any/all site Engineer/representative/engineer-in-chief and the alternatives will be provided by the Consultant suitably acceptable to the Client and no extra cost for such a change will be reimbursable.

**OBLIGATION OF CLIENT**

19.0 **Client's Representative**

The Client shall nominate an Officer to represent the Client for the purpose of this Agreement and will notify the Consultant accordingly.

Signature of Tenderer

Accepting Authority

**20.0 Information to be supplied to the Consultant**

The Client shall give his decision on all sketches, drawings, reports, basic studies, recommendations and other matter properly referred to him for decision by the Consultant in such reasonable time as not to delay or disrupt the performance by the Consultant of the services.

**21.0 Payment for Services**

The client shall pay the Consultant for the services satisfactorily carried out by them as per Scope of Work and terms & conditions as listed in Annexure-A, B,C & D of this tender document.

**22.0 Payment Following Termination or Suspension**

22.1 Upon termination or suspension by the Client in pursuance of Clause 2.4 or 2.5, the Client shall pay to the Consultant the sums specified in (a) (b) of this sub-clause (less the amount of payments previously made to be Consultant under the terms of this Agreement).

- a) All amounts due to the Consultant in respect of service rendered upto the date of termination or suspension together with a sum calculated in respect of work done by the Consultant's staff in Complying with Clause 2.7
- b) Amounts due to the Consultant under any other clause of the agreement including reimbursement of liabilities reasonably incurred or commitments reasonably made by the Consultant in connection with the services stipulated in this agreement.

22.2 In any case in which the Client has required the Consultant to suspend the carrying out of the Consultant's services in pursuance of the power conferred by Clause 2.5 the Client may, at any time within the period 18 months from the date of his requirement in writing to the Consultant's services, require the Consultant in writing to resume the performance of such Services. In such event the Consultant shall within a reasonable time of receipt by him of the Client's said requirement in writing resume the performance of his service in accordance with this Agreement. Upon such a resumption, the amount of any payment made to the Consultant under this agreement shall be reckoned a payment made on account of the total sum payable to the Consultant under this agreement but no adjustment shall be made of any other sum paid or payable to the Consultant upon suspension.

22.3 If the Consultant shall need to perform any additional services in connection with the resumption of his services in accordance with Clause 22.2 the Client shall pay the Consultant in respect of the performance of such additional services and any appropriate reimbursement at a mutually agreed rate.

Signature of Tenderer

Accepting Authority

23.0 **Handing over of drawings and other similar documents of suspension of the contract:**

Upon termination, the Consultant shall deliver to the client such complete drawings and other similar documents relevant to the work as are in his possession.

24.0 **Indemnity :**

The Client shall at all times indemnify and keep indemnified the Consultant against all suits, proceedings Claims and demands, costs, damages and expenses brought or made against the Consultant either individually or jointly with the Client or which the Consultant may sustain or incur by reason of arising out of the Client's Agreement with suppliers, contractors or labourers in connection with the work to be done under this Agreement save and except such as may be due to or transpire out of any private or personal dealings, acts, affair or thing or concerning the Consultant or any of its agents, employees or workers employed or working for or under him.

25.0 **Others**

- a) Provide to the Consultant the traffic forecasts and different infrastructure requirements which will form the basis for details engineering.
- b) Arrange for land
- c) Requirement for sanctions from the different authorities for use of waiver, power, Wireless frequencies, connections with the highways and railways, etc., and approvals from the statutory authorities like factory Inspector, Local Municipality, environmental department etc. The Consultant will however provide all field and technical assistance including participation in discussions with relevant authorities and obtain the approvals from statutory authorities.
- d) Arrangement of finance and actual payment to the different contractors/suppliers on the basis of the certification of the consultant.
- e) Overall administration and responsibility for all contracts executed with different agencies.

Signature of Tenderer

Accepting Authority