

Tele: 26362267

Military Engineer Services
Headquarters
Chief Engineer Pune, Zone
Dakshin Kaman Marg
Pune – 411001

84348/KKE/18/ E8

20 Jun 2016

M/s. _____

**CONSULTANCY SERVICES FOR PROVN OF 02 MW SOLAR PV POWER PLANT AT
CME KIRKEE**

Dear Sir(s),

1. Tender documents (in pdf format) including BOQ (in Microsoft Office Excel format) for the works mentioned above is published on **20 Jun 2016** on the MES website portal (www.eprocuremes.gov.in).
2. Tender/ bid will be received in single stage with two covers. The first cover i.e. cover-1 is related to prequalification parts of the tender/ bid and the second cover i.e. cover-2 is related to financial parts of the tender/ bid.
3. The last date of submission/ uploading **online the tender/ bid COVER-1** will be **1800 Hrs on 08 Jul 2016**.
4. **COVER-I** of the tender/ bid connected to prequalification shall contain the following documents: -
 - (i) As per Para 8 of "Instructions for Filling and Submission of Tender". Single pdf file shall be made for all documents prior to online submission/ uploading. This shall be called prequalification details.
 - (ii) Scanned copy of demand draft towards cost of e-tender processing fee having worth **₹. 500/-** in favour of **GE (CME) Kirkee** and scanned copy earnest money deposit wherever applicable. Single pdf file shall be made for all documents prior to online submission/ uploading. This shall be called fee details.
 - (iii) Declaration certificate (to be given by the tenderers/bidders) as per Para 10 of instruction for filling and submission of Tender.
5. **COVER-2** of the tender/ bid connected to financial parts of the tender/ bid shall contain all the documents forwarded along with tender documents including any errata/ amendment thereto.
6. Physical copies of demand draft towards cost of tender, earnest money deposit (wherever applicable in any form acceptable form) and declaration certificate shall be forwarded by post or delivered by hand in the office of Chief Engineer Pune Zone, Dakshin Kaman Marg, Camp, Pune-411001 so as to received in the office **within five days after the date of bid submission by the bidder**.

Contd/.....

(i) In case of MES enlisted tenderers, if original DD is not received within period of 5 days as specified here-in-above, the financial bid shall be opened subject to fulfillment of other prequalifying criteria and the cost of tender shall be recovered from any amount due to the MES enlisted contractors. Failure of non submission of hard copy of DD, the tenderer shall be barred to tender during the period of six months commencing from the date of opening of financial bid.

(ii) In case of Un-enlisted tenderers, if original DD is not received within period of 5 days as specified here-in-above, the Cover-I shall not be validated for opening of financial bid. Further the name of un-enlisted tenderer alongwith complete address shall be circulated for non opening of bids for the period of six months commencing from the date of opening of financial bid.

(iii) Tenderer who have failed to submit original DD pertaining to Earnest Money Deposit (Whether Un- enlisted or enlisted who has not lodged Standing Security Deposit) by stipulated date, shall be ineligible for opening of financial bid.

7. The complete documents & BOQ shall be up uploaded by tenderers on the MES portal (www.eprocuremes.gov.in) before due date and time. The cover-1 shall be opened online. Tenderers/ bidders may watch the process online.

8. Financial parts of the bid (BOQ) i.e. **COVER-2** shall be opened only for those tenderer/ bidder who will qualify as per eligibility criteria as per the tender/ bid and interalia past track record as decided by the Accepting Officer.

9. The **COVER-2** shall be opened online on a subsequent date & will be intimated to the bidders through online. The tenderers/ bidders may watch the process online or at the office of CHIEF ENGINEER PUNE ZONE, PUNE after due date & time.

10. Information/documents (forming part of this contract) mentioned here in below are not enclosed with these documents. These are available for perusal in the offices of the **GE (CME) Kirkee / CWE Pune /CHIEF ENGINEER PUNE ZONE.**

(a) IAFW-2249 (1989 Print) General Conditions of contracts including errata and amendments till date.

(b) Schedule of Minimum Fair Wages As per Government of India Notification.

11. In case revised BOQ is uploaded by the department, tenderer has to quote in revised BOQ only. The uploading quotation in pre-revised BOQ shall be considered as a willful negligence by the bidder and his quotation shall be considered non-bonafide.

12. Whether documents mentioned in Para 11 above are actually seen or not, if bidder submits the **cover-1 & cover-2**, it is deemed to have been taken into account the contents thereof.

13. Sales tax, turn over tax on works contract, workers welfare fund tax, cess, value added tax (VAT), Local bodies tax (LBT), service tax etc levied by Government at the rate prevailing on the last date of submission of bids shall deemed to be included in the contractor's quoted rates.

14. Conditional tender is not acceptable to the Government.

(a) The tenderer is not permitted to make any condition or alteration or insertion in the tender documents other than the amendments issued by the Department. The applicability of amendment issued by the Department shall only remain hold good irrespective of the amendment carried out by the tenderer in their offer.

(b) You are requested to ensure that all errata/amendments issued prior to the due date of submission/ uploading of the tender/ bid are accounted in your offer.

15. Instructions for filling and submission of tenders are also enclosed herewith for strict compliance. This letter and the instructions shall form part of the contract and shall be uploaded duly signed along with the tender documents.

16. **CPM:** The tender is based on CPM.

(a) Tenderer is expected to be fully conversant with the CPM technique and employ technical staff who can use the technique in sufficient details. Sufficient books and other literature on the subject are widely available which the tenderer may make use of.

(b) The tenderer's attention is drawn to Special Conditions of the tender documents regarding preparation of the detailed network and time Schedule for the work and his liability for employing sufficient resources to adhere to this Schedule. Any inability on the part of the tenderer in using the technique will be taken as his technical inefficiency and will affect his class of enlistment and future prospects of receiving invitations to tender for works.

17. A contractor, who is not enlisted with the MES/who is enlisted but has not executed the bond to secure performance of agreement, while submitting/ uploading the tender/ bid shall be required to furnish earnest money along with the bid.

18. The Word tender/ bid wherever appearing in the tender documents means e-Tender cum ebid.

Yours faithfully,

SIGNATURE OF CONSULTANT
Dated _____

(Sk Jain)
Dy Dir(Contracts)
For Accepting Officer

INSTRUCTIONS FOR FILLING AND SUBMISSION OF TENDER**1. GENERAL INSTRUCTIONS FOR COMPLIANCE:**

1.1. The BOQ will only be accepted in the electronic form and other documents in electronic/hard copy as mentioned in tender documents. All bids to be submitted/uploaded online on the MES website portal (www.eprocuremes.gov.in). Documents should be scanned and uploaded in pdf format or xls format as applicable.

1.2. The tenderer shall quote his lump sum amount/unit rates in figure on the Microsoft excel file for BOQ only. No alteration to the format will be accepted or the bid will be disqualified.

1.3. In case the tenderer(s) wish to revise /modify the rates quoted in BOQ, he may do so only in BOQ through the MES website portal (www.eprocuremes.gov.in) only.

1.4. BLANK

1.5. Any additional document forwarded through post which is not uploaded online on the MES website portal (www.eprocuremes.gov.in) shall not be taken into account and shall not form part of the tender documents. However any subsequent postal correspondence including letter of revocation which will modify a condition of the tender documents will be treated as revocation of the tender/ bid.

1.6. The tender for the work shall remain open for acceptance for a period of **60 (sixty)** days from the next date subsequent to last date of bid submission. If any bonafide tenderer/ bidder withdraws/ revoke/ change his bid after last date and time of bid submission or make any modifications in the terms and conditions, the Earnest Money deposited by him shall be forfeited. In case of MES enlisted contractors, the amount equal to the earnest money stipulated in the notice inviting tender, shall be notified to the tenderer for depositing the amount through MRO (Military Receivable Order). Such contractor shall remain disqualified for any other tender/ bid till the aforesaid amount equal to the earnest money is deposited in government treasury. In addition, such tenderer and his related firm shall not participate in the subsequent calls and shall remain disqualified for this tender/ bid in the subsequent calls. Reduction offered by the tenderer on freak high rates referred to the tenderer by the department for review shall not be treated as voluntary reduction.

1.7. All bids will be digitally signed by the tenderer/ bidder.

2. A security deposit for individual works (i.e. **Individual Security Deposit**) shall be 25% more than the amount of earnest money calculated as under with respect to tendered cost:

Serial No.	Cost at contract rates	Amount of earnest money
(i)	Upto 50 lakhs	2% of the amount subject to a minimum of ₹. 5000/-
(ii)	Over ₹. 50 lakhs and upto ₹. 100 lakhs	₹. 1,00,000/- + 1.5% of amount exceeding ₹. 50 lakhs
(iii)	Over ₹. 100 lakhs and upto ₹. 500 lakhs	₹.1,75,000/- + 1% of amount exceeding ₹. 100 lakhs
(iv)	Over ₹.500 lakhs and upto ₹. 1500 lakhs	₹. 5,75,000/- + 0.5% of amount exceeding ₹. 500 lakhs
(v)	Over ₹.1500 lakhs	₹.10,75,000/- + 0.5% of amount Exceeding ₹.1500 lakhs subject to maximum of ₹.15,00,000/-

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INSTRUCTIONS FOR FILLING AND SUBMISSION OF TENDER (Contd/...)

3. If a tender is submitted on behalf of a firm/ a company, it must be signed either by a proprietor or all the partners or some person holding valid power of attorney from all the partners constituting the firm/ executed in accordance with the constitution of the company. The tender shall be accompanied by valid power of attorney duly executed in his favour by such other person/or by all the partners stating specifically that he has the authority to bind such other person(s) or the firm as the case may be in all matters pertaining to the contract including the arbitration clause. The power of attorney shall be executed as indicated below:-

3.1. In case of proprietorship concern, an affidavit shall be submitted by the signatory to the tender document that he is the sole proprietor of the firm.

3.2. In case of a partnership concern, the power of attorney shall be executed by all the partners.

3.3. In case of a company, the power of attorney shall be executed in accordance with the constitution of the company.

3.4. Power of attorney shall be executed on stamp paper of adequate value as applicable. Scanned copy of the same will be forwarded along with the bid submission.

4. If you are un-enlisted consultant or if you are enlisted consultant but have not lodged standing security deposit with MES and has not executed the Bond to Secure Performance of Agreement, you will deposit earnest money along-with the tender. The tender not accompanied with earnest money is liable to be rejected.

5. Facilities for execution of bank guarantee for following purposes are available to the contractors as detailed below.

6. These instructions shall form part of the tender/ bid.

7. **ELIGIBILITY CRITERIA OF THE BIDDER: -**

(A) **For empanelled/ not empanelled consultant with MES :-**

(i) The firm should have conceptualized, planned and designed at least two similar projects (i.e consultancy services for design of solar power plant) out of which one work shall be of 2 MW capacity or above and the firm has completed and operationalized the project for a minimum period of one year . In addition to this the firm should have completed the similar works in last three years as follows :-

(a) One consultancy work for the project costing Rs. 20.00 Crore (for Pvt company) & Rs 10.00 Crore (For proprietary firm).

OR

(b) Two consultancy works for the project costing Rs. 12.50 Crore (for Pvt company) & Rs 6.50 Crore (For proprietary firm).

OR

(c) Three consultancy works for the project costing Rs. 10.00 Crore (for Pvt company) & Rs 5.00 Crore (For proprietary firm).

(ii) Average annual turn over of the firm for last three years shall not be less than Rs. 50.00 Lakhs (for Pvt company) & Rs 15.00 Lakhs (For proprietary firm).

Notes :- (i) One of the project completed by consultant shall be from Central Govt/ Central autonomous bodies/ Central public sector Undertakings. The certificate of Private organizations must be supported with TDS certificate.

Contd/.....

INSTRUCTIONS FOR FILLING AND SUBMISSION OF TENDER (Contd/...)

(ii) Bidders shall upload scanned copies of enlistment/empanelment as consultant letter with other govt department if any, list of similar works completed with Govt alongwith completion certificate & performance certificate issued by concern department.

(iii) The works completed/in hand for similar nature ie. **Consultancy services for Design of solar power plant system of comparable value.**

(iv) The tenderer should have sufficient number of qualified Engineers, Supervisory staff of Proven credentials as specified in tender document on their regular roll.

(B) ENGINEERING ESTABLISHMENT

- (i) **Minimum 01 No. ME/M TECH (Mechanical) & 01 No. ME/M TECH (Electrical) with 02 years experience and 01 No. BE/B TECH (Mechanical) and 01 No. BE/B TECH (Electrical) with 04 years experience in Solar power plant works with requisite technical staff and softwares.**

NOTE :- All the above should have requisite licensed software. These key persons shall submit certificate of qualification and experience to Chief Engineer Pune Zone.

8. DECLARATION CERTIFICATE (TO BE GIVEN BY THE TENDERER/BIDDER)

It is to certify that: -

(a). I/ we have submitted the tenders in the Performa as downloaded directly from the website.

(b). I/ we have submitted tender documents which are same/ identical as available on the website.

(c). I/we have not made any modification/ corrections/ additions etc. in the tender documents downloaded from web by me / us.

(d). I / we have checked that no page is missing and all pages as per the index are available and that all pages of tender document submitted by us are clear & legible.

(e). I / we have digitally signed all the pages of the tender document before uploading/submitting the same.

(f). I/ we have submitted the cost of tender along with the eligibility documents as detailed in "**INSTRUCTIONS FOR FILLING AND SUBMISSION OF TENDER**" and **as per NIT.**

(g). In case at any stage later, it is found there is difference in our downloaded tender documents from the original, Department shall have the absolute right to take any action as deemed fit without any prior intimation to me / us. The department shall not pay any damages to me / us on this account.

Contd/...

INSTRUCTIONS FOR FILLING AND SUBMISSION OF TENDER (Contd/...)

(h). I/ we have uploaded/ submitted the scanned copies of documents keeping original copies with me/us and I/ we shall produce the original copies as and when asked by the department. In case at any stage later, it is found there is difference in downloaded copies from the original, Department shall have the absolute right to take any action as deemed fit without any prior intimation to me / us. The department shall not pay any damages to me / us on this account.

(j). I/ we will submit original copies of documents as and when asked by the department. I/We (_____) hereby declare that the above information/ documents provided by me/us are true and accurate including the information provided/attached. In case any information/ document at any stage found fake / incorrect, my/ our earnest money deposit shall be forfeited & action as deemed fit by Chief Engineer Pune Zone, Pune may be taken against me/ us.

Dated
Place.....
(CONSULTANT)
(SIGN WITH SEAL)

NOTICE OF E-TENDER
(IN LIEU OF IAFW-2162 (REVISED 1960))

1. A tender is invited for the works (see Appendix-'A').
2. The tender shall be based as mentioned in Appendix 'A'.
3. The work is estimated to cost (see Appendix-'A'). This estimates however, is not a guarantee and is merely given as a rough guide. If the work costs more or less, the tenderer will have no claim on this account.
4. The work is to be completed as per the period (See Appendix 'A' in accordance with phasing if any indicated in the tender) from the date of handing over the site which will be on or after as mentioned in Appendix 'A'.

5. BLANK

5.1. Consultant shall deposit earnest money along with the tender and if the Accepting Officer proposes to accept the tender, such tenderer would be required to deposit performance security deposit as notified by the Accepting Officer before acceptance of tender. In case, the Accepting Officer subsequent to deposition of security deposit decides not to accept the tender for any reason whatsoever the amount deposited will be refunded to the Contractor.

5.2. Not more than one tender shall be submitted by one consultant. Under no circumstances will a father and his son (s) or other close relations who have business dealing with one another be allowed to tender for the same contract as separate competitors. Breach of this condition will render the tenders of both parties liable to rejection.

5.3. Submission of the tender/ bid by the tenderer/ bidder does not constitute any guarantee for his eligibility for financial parts of the tender/bid, even of enlisted consultants. The tenderer/ bidder shall not become automatically entitled for his eligibility for financial parts of the tender/ bid by virtue of enclosing copy of demand draft along with the tender/ bid. The Accepting officer shall reserve the right to deny eligibility of any tenderer/ bidder for financial part of the tender/ bid. Firms to be considered eligible for the financial parts of the tender/ bid will be decided by the Accepting officer based on interalia past track record, financial position and experience of similar works executed by the tenderer/ bidder and eligibility criteria as mentioned in the tender/ bid. The Accepting officer shall consider tender/bids received up to date of submission/ uploading or extended date of submission/ uploading of the tender/bids. The tenderer/ bidder, if so desires, may appeal to the next higher engineer authority (chief engineer Southern Command, Pune) with copy to the Accepting officer prior to the date of opening of cover-2 of the tender/ bid. The decision of the next higher engineer authority shall be final and binding. No tenderer/ bidder shall be entitled for any compensation whatsoever or rejection of his financial bid.

6. The Chief Engineer Pune Zone will be the Accepting Officer here-in-after referred to as such for the purpose of this contract.

7. The e-tender processing fee (see Appendix-'A') shall be in the form of 'Demand Draft/Banker cheque' from any nationalised/scheduled bank in favour of the Garrison Engineer (see Appendix-'A') shall be attached to the tender/bid to be published on the MES website portal (www.eprocuremes.gov.in) (see Appendix-'A').

NOTICE OF E-TENDER
(IN LIEU OF IAFW-2162 (REVISED 1960))

8.1. A consultant shall be required to furnish Earnest Money along with the tender (see Appendix-'A') in the form of deposit at Call receipt issued in favour of GE concerned from a scheduled bank or in the form of receipted treasury challan, the amount being credited to the revenue deposit of the Garrison Engineer (see Appendix-'A'). However, if the tender submitted by such a contractor is accepted, he will be required to lodge with the Controller of Defence Accounts concerned, Security Deposit (Performance Security Deposit for the specific work) within thirty days of the receipt by the contractor of notification of acceptance of his tender, failing which this sum shall be recovered from the first RAR payment or from the final bill. In the case of Term/Running Contracts, remaining sum shall be recovered from the subsequent bill(s) of the contractor. However, in cases, where any payment is made to the contractor within thirty days of the receipt by him of notification of acceptance of tender, the amount of Security Deposit shall be recovered from such payments. The Earnest Money will be refunded to the contractor after the Security Deposit is lodged by the contractor or recovered from payments due to him.

8.2. The GE will return the earnest Money wherever applicable to all unsuccessful tenderers by endorsing authority and deposit receipt for its refund on production by the tenderer a certificate of the Accepting Officer that a bonafide tender (vide condition 15 hereinafter) was received and all documents were returned. The GE will either return the earnest Money to the successful tenderer by endorsing on the deposit receipt for its refund on receipt of an appropriate amount of security deposit or will retain the same on account of part of security deposit if such a transaction is feasible.

9. The tenderers are advised to visit site by making prior appointment with GE by giving sufficient time. Tenderer shall be deemed to have full knowledge of all relevant document samples, site, etc. whether he has inspected these or not.

10. Tenders will be submitted/uploaded on the MES website portal (www.eprocuremes.gov.in)

11. The Submission of tender by the tenderer/ bidder implies that he has read this notice and the condition of contract and has made himself aware of the scope and specifications of work to be done and of the conditions and local conditions and other factors having bearing on the execution of the work.

12. Tenderer must be very careful to submit a bonafide tender and must satisfy each and every condition laid down in this notice and must be submitted in the required format online.

13. The Accepting Officer does not bind himself to accept the lowest or any tender to give any reasons for not doing so.

14. This notice of tender along with Appendix 'A' shall form part of the contract.

(Signature of Consultant)
Dated : _____

Dy Dir (Contracts)
For Accepting Officer

APPENDIX 'A' TO NOTICE INVITING E-TENDER

- Para 1 Name of Work : CONSULTANCY SERVICES FOR PROVN OF 02 MW SOLAR PV POWER PLANT AT CME KIRKEE
- Para 2 Estimated Cost of Work : **Rs 15.00 Lakh** (The approximate estimated cost of project requiring consultancy is Rs. 1700.00 Lakhs)
- Para 2(a) Cost of tender documents : Rs. 500.00 in the form of DD/Banker's cheque from any scheduled/nationalized bank in favour of GE (CME) Kirkee
- Para 3 Period of Completion : **90 DAYS**
- Para 4 Start date of downloading of NIT & tender documents : **1500 Hrs on 20 Jun 2016** from website www.eprocuremes.gov.in
- Para 4(a) Last date of receipt of online application : **1800 Hrs on 08 Jul 2016**
- Para 4(b) Date of opening of 1st cover of tender i.e. documents other than price bid : **After 1000 Hrs on 09 Jul 2016**

Note :-

- (i) The applicant contractor shall note that the DD/Banker's cheque shall be in favour of **GE (CME) Kirkee**. The cost of tender documents shall be non refundable in the event of selected for cover-2 (price bid). However DD/Banker's cheque shall be returned to the applicants in case rejected in cover-1.
- (ii) Invitation for applications for issue of tender does not constitute any guarantee for issue of the tender to the applicant, even to enlisted contractor with MES of appropriate class and category.
- (iii) Issue of tender will be decided by the accepting officer based eligibility criteria given below. The applicant/contractor will be informed regarding rejection of their application for cover-2. The applicant/contractor, if he so desires, may appeal to the next Higher Engineer Authority i.e. CE South Command, Pune-01 with copy of appeal to Accepting Officer.
- (iv) The decision of the next Higher Engineer Authority shall be final. No applicant/contractor shall be entitled for any compensation whatsoever for rejection of his application.
- (v) Any application received offline shall not be entertained and liable to be rejected. No representation shall be entertained for rejection of offline applications.

(vi) "Court of the place from where tender has been issued shall alone have jurisdiction to decide any dispute out of or in respect of this tender. After acceptance of tender Condition-72 of jurisdiction of courts of IAFW-2249 shall be applicable".

Para 5. (A) **For empanelled/ not empanelled consultant with MES :-**

(i) The firm should have conceptualized, planned and designed at least two similar projects (i.e consultancy services for design of solar power plant) out of which one work shall be of 2 MW capacity or above and the firm has completed and operationalized the project for a minimum period of one year . In addition to this the firm should have completed the similar works in last three years as follows :-

(a) One constultancy work for the project costing Rs. 20.00 Crore(for Pvt company) & Rs 10.00 Crore (For proprietary firm).

OR

(b) Two constultancy works for the project costing Rs. 12.50 Crore(for Pvt company) & Rs 6.50 Crore (For proprietary firm).

OR

(c) Three constultancy works for the project costing Rs. 10.00 Crore (for Pvt company) & Rs 5.00 Crore (For proprietary firm).

(ii) Average annual turn over of the firm for last three years shall not be less than Rs. 50.00 Lakhs(for Pvt company) & Rs 15.00 Lakhs (For proprietary firm).

Notes :- (i) One of the project completed by consultant shall be from Central Govt/ Central autonomous bodies/ Central public sector Undertakings. The certificate of Private organizations must be supported with TDS certificate.

APPENDIX 'A' TO NOTICE INVITING E-TENDER(Contd/..)

Notes for para 5 :- (i) One of the project completed by consultant shall be from Central Govt/ Central autonomous bodies/ Central public sector Undertakings. The certificate of Private organizations must be supported with TDS certificate.

(ii) Bidders shall upload scanned copies of enlistment/empanelment as consultant letter with other govt department if any, list of similar works completed with Govt alongwith completion certificate & performance certificate issued by concern department.

(iii) The works completed/in hand for similar nature ie. Consultancy services for Solar power plant works of comparable value.

(iv) The tenderer should have sufficient number of qualified Engineers, Supervisory staff of Proven credentials as specified in tender document on their regular roll.

(B) ENGINEERING ESTABLISHMENT

(i) **Minimum 01 No. ME/M TECH (Mechanical) & 01 No. ME/M TECH (Electrical) with 02 years experience and 01 No. BE/B TECH (Mechanical) and 01 No. BE/B TECH (Electrical) with 04 years experience in Solar power plant works with requisite technical staff and softwares.**

NOTE :- All the above should have requisite licensed software. These key persons shall submit certificate of qualification and experience to Chief Engineer Pune Zone.

Para 6.	Amount of Earnest money for contractors not empanelled in MES	Rs 30,000.00 in the form of DD/Bankers cheque from any scheduled/nationalized bank in favour of GE (CME) Kirkee. MES empanelled consultants are exempted from submission of EMD.
Para 7.	Date of opening of Cover-II	Shall be intimated after opening and finalization of applications received with Cover-1.
Para 8.	Type of Contract	The tender is LumpSum Contract based on IAFW-2159with BOQ to be priced by the tenderers.
Para 9.	Name of CE	Chief Engineer Pune Zone
	Name of CWE	CWE Kirkee.
	Name of GE	GE (CME) Kirkee.

Notes :-

- Scanned copy of DD/BC and EMD as mentioned above shall be uploaded and the original copy of the same should be received physically in the office of **Chief Engineer Pune Zone, Dakshin Kaman Marg, Camp, Pune-411001 within five days after the date of bid submission by the bidder.**
- For submission of e-tender, bidders are requested to get themselves registered with www.eprocuremes.gov.in website alongwith class-II/III Digital Signature Certificate (DSC) under IT Act 2003.
- For complete details, refer our website www.eprocuremes.gov.in
- Any change/modification in the tender enquiry will be intimated through above mentioned website only. Bidders are therefore requested to visit our website regularly to keep themselves updated.

84348/KKE/18/E8

Dated : 20 Jun 2016
Headquarters
Chief Engineer Pune Zone
Pune-411001

Dy Dir (Contracts)
for Chief Engineer

MILITARY ENGINEER SERVICES**NAME OF WORK : CONSULTANCY SERVICES FOR CONSULTANCY SERVICES FOR
PROVN OF 02 MW SOLAR PV POWER PLANT AT CME KIRKEE****C O N T E N T S**

SL NO.	DESCRIPTION	SERIAL PAGE NOS.	
		FROM	TO
1.	Contents.	01	01
2.	Notice of Tender IAFW-2162(Revised1960) including Appendix 'A'.	02	05
3.	Lump Sum tender and Contract for works IAFW-2159 (Revised 1947) including Instructions to tenderer, BOQ	06 to 12	
4.	Authorization, acceptance page and format for BGB	13	17
5.	Special Conditions	18	18
6.	Consultancy Agreement, Appendices and Conditions of Agreement	19	34
7.	Tender Forwarding letter	35	37
8.	Instruction for filling & submission of bid.	38	41
9.	Errata/Amendments to tender documents		
10.	Relevant correspondence.		
11.	Acceptance letter.		
		TOTAL:	Pages

(Signature of Consultant)

Dated : _____

Dy Dir (Contracts)
For Accepting Officer

**(TO BE READ IN CONJUNCTION WITH GENERAL CONDITIONS
OF CONTRACTS : IAFW – 2249)
(IN LIEU OF IAFW-2159)**

MILITARY ENGINEER SERVICES

Tele: 26362267
E-mail Address: cepz-mes@nic.in

SPEED POST/ email
Military Engineer Services
Headquarters
Chief Engineer Pune Zone
Dakshin Kaman Marg
Pune –411 001

84348/KKE/18/ E8

20 Jun 2016

**LUMPSUM TENDER AND CONTRACT FOR WORKS REQUIRED IN THE EXECUTION
OF CONSULTANCY SERVICES FOR CONSULTANCY SERVICES FOR PROVN OF 02
MW SOLAR PV POWER PLANT AT CME KIRKEE**

A tender/ bidder who is qualified as per the eligibility criteria mentioned in the tender documents and has interalia sound past record is hereby authorised to tender for the above work. **The tender/ bid (both COVER-1 & and COVER-2)** shall be submitted/ uploaded on the MES website portal (www.eprocuremes.gov.in) as per time and date mentioned in tender documents.

THE PRESIDENT OF INDIA DOES NOT BIND HIMSELF TO ACCEPT THE LOWEST OR ANY TENDER.

**Issuing documents
Appointment:Dy Dir (Contracts)**

INSTRUCTIONS TO TENDERERS**1. INTRODUCTION**

President of India acting through Chief Engineer Pune Zone, Pune (hereinafter referred to as the Accepting Officer) has decided to bid for providing **“CONSULTANCY SERVICES FOR PROVN OF 02 MW SOLAR PV POWER PLANT AT CME KIRKEE”**.

2. TENDER DOCUMENT, CLARIFICATION AND ADDENDUM

(a) **Tender Document:** One set of above bidding document is issued. Transfer of Tendering Document is not permissible.

(b) The tender shall be accompanied by a certified true copy of power of attorney in favour of the signatory to the tender documents. If the tender is submitted on behalf of a partnership firm, it must be signed either by all partners or some partners holding a valid power of attorney from all partners constituting the firm and in case of company, it should be signed by Managing Director / Director / Representative of the company who has been empowered to do so through resolution passed by board of directors of the company. The person signing the tender on behalf of another partner or on behalf of a firm or company shall attach with the tender a proper power of attorney duly executed in his favour by each other person or by the partners or in accordance with the constitution of the company in case of company, stating that he has authority to bind such other person of the firm or the company as the case may be in all matters pertaining to the contract including arbitration clause.

(c) Even in case of firm or company which have already granted power of attorney to an individual authorizing him to sign tender and in pursuance of which tenders are being signed by such persons as a routine, fresh power of attorney duly executed in his favour stating specifically that the person has authority to bind such partners of the firm, or the company as the case may be to the conditions relating to arbitration clause, should be submitted with the tender unless such authority has already been given to the concerned by the firm or the company.

(d) **Clarification Requests by Tenderer:** Although the details presented in the tendering document consisting of Conditions of Contract, Scope of Work have been Compiled with all reasonable care, it is the Tenderer's responsibility to ensure that information provided are adequate, clearly understood and it includes all documents as per Index. Tenderer shall examine the Tendering document thoroughly in all respect and if any conflicting part, discrepancy, error or omission is observed, Tenderer may request clarification within a period of minimum fifteen days prior to the bid closing date. Such clarification requests shall be directed to the address given at **Para 4 (b)** below.

(e) **Confidentiality of Document:** Tenderer shall treat the Tendering Document and contents thereof as confidential.

3. PREPARATION OF TENDER

(a) **Cost of Tendering:** All direct and indirect cost associated with the preparation and submission of Tender shall be to Tenderer's account and the Accepting Officer will in no case be responsible or liable for those costs regardless of the conduct or outcome of the Tendering process.

(b) **Applicable Language:** The Tender and all correspondences incidental to and concerning the Tender shall be in the English language. For supporting documents and printed literature submitted in any other language, an equivalent English translation shall also be submitted.

(c) **Applicable Language:** The Tender and all correspondences incidental to and concerning the Tender shall be in the English language. For supporting documents and printed literature submitted in any other language, an equivalent English translation shall also be submitted.

INSTRUCTIONS TO TENDERERS (Contd...)

Responsibility for correctness in translation shall lie with the Tenderer. In case of any conflict for the purpose of interpretation of the Tender, the English translation shall govern.

(d) **Compliance to Tendering Document Requirement:** CE Pune Zone, Pune expects Tenderer's compliance to the requirement of Tender Document without any deviation. In case Tenderer stipulates any deviation (s), CE Pune Zone, Pune shall have the right to reject such Tender at his absolute discretion and without giving any opportunity for such Tenderers to make good such deficiencies.

(e) **Financial Proposal:** The Tenderer shall quote his rate in the financial proposal. The rate shall include all expenditure incurred towards mobilization and demobilization. All rates set forth in Tenderer's quotation shall be in Indian Rupees. No stipulation, deviation, terms & conditions, presumption basis or speculative consideration etc. shall be stipulated in financial proposal or elsewhere in the documents tendered. CE Pune Zone, Pune shall not take cognizance of any such statement and may at his discretion reject such Tender.

4. SUBMISSION OF TENDER

(a) Tenderer shall upload one Tender for the subject work. A Tenderer who submits or participates in more than one Tender against this tender will be disqualified.

(b) Tender must be submitted by the due date and time mentioned in the letter inviting Tender or any extension thereof as duly notified on website of department.

5. TENDER OPENING AND EVALUATION

(a) **Tender Validity:** This tender shall remain open for acceptance for a period of **60 days (Sixty days)** from the next date subsequent to last date of bid submission.

(b) **Opening of Price part of Tender:** A team of officers appointed by CE Pune Zone Pune will open the Tenders on Scheduled date on web site.

(c) **Right to accept or reject a Tender:** CE Pune Zone Pune reserves the right to accept a Tender other than the lowest and to accept or reject any Tender in whole or part, to annul the Tendering process or to reject all Tenders with or without notice or reasons. Such decisions by CE Pune Zone Pune shall bear no liability whatsoever consequent upon such decisions.

6. AUTHORITIES TO APPROVE VARIOUS ACTIVITIES:

The complete scheme shall be got vetted from any NITs/ IITs before submission to accepting officer. Final approval of the scheme shall be accorded by nodal officer nominated by Accepting officer.

Note:-

(i) The broad scope of consultancy services are given in **Para 16 and BOQ** of Consultancy Agreement.

(ii) The details of structures to be constructed is as per scope given in **BOQ**.

(iii) A Nodal Officer will be appointed by the Chief Engineer Pune Zone for getting the above-mentioned drawings/details approved. Consultant will be required to approach him while submitting the drawings/details or after for any discussion/clarification as may be necessary on technical issues before according approval. The approval of drawings /details will be accorded by the Nodal Officer or in his absence the officers mentioned above.

Contd/.....

INSTRUCTIONS TO TENDERERS (Contd...)

7. **CLIENT'S SCOPE OF SERVICES:** Client shall provide following information /details /services to the Consultant for completing the work. It is clearly understood that the Consultant shall be responsible for obtaining information/details from **Chief Engineer Pune Zone** for ensuring completion of the work in all respects within the time schedule agreed for the Project.

(a) Land availability – its size, location.

(b) Type of Building/Structures and Services for which drawings are to be prepared.

(c) Site plan showing location of buildings/structures (not to scale).

(d) Specification to be incorporated.

(e) Copy of Admin Approval.

(f) Soil Investigation report, if any.

(g) Architectural drawings pertaining to the work, if any.

(h) Releasing of payments to the Consultants based on certification by Nodal Officer or in his absence officers concerned namely Director (Design).

(j) Approval to all procedures/formats required for due performance of the services by the Consultant mentioned in this agreement and any other requirement necessitated based on discussions.

Note: - Samples of detailed layout plan along with **Architectural drawings**, detailed typical drawings / working drawings are available as a guide line in HQ CE Pune Zone/CWE/GE offices for inspection. The Tenderers are requested to inspect the same any time during working days at these offices.

SIGNATURE OF CONSULTANT

**Dy Dir (Contracts)
FOR Accepting Officer**

REFER BOQ

SIGNATURE OF CONSULTANT

**Dy Dir (Contracts)
FOR Accepting Officer**

TENDER

To
The President of India

Having examined and perused the following documents signed by Dy Director (Contracts)

1. Instructions to bidders
2. Form of contract.
3. Appendices and BOQ attached hereto.
4. Conditions of contract.
5. Should this tender be accepted I/We agree :-

* (a) That the sum of ₹. **30,000/- (Rupees Thirty Thousand only)** forwarded as Earnest Money shall either be retained on account of Individual security Deposit or be refunded by the Govt on receipt of the appropriate amount of Individual security deposit within the time specified as per conditions of contract.

(b) To execute all the works referred to in the said documents upon the terms and conditions contained or referred to therein and detailed in the financial proposal (Annexure 'C') below or at such other rates as may be fixed by mutual agreement, as provided under clause 12 of Form of Contract, between the parties and to carry out such deviations as may be ordered and further agree to refer all disputes, as required under Article 17 of conditions of agreement, to the sole Arbitration of a serving officer having degree in Engineering or equivalent or having passed final/direct final examination of Sub-division II of Institution of Surveyors (India) recognized by the Govt of India to be appointed by the Engineer-in-Chief or in his absence the officer officiating as **ENGINEER-IN-CHIEF or DIRECTOR GENERAL OF WORKS**, if specifically delegated in writing by **ENGINEER-IN-CHIEF**, Army Headquarters, New Delhi, whose decision shall be final, conclusive and binding.

* To be deleted where NOT APPLICABLE.

Contd....

Signature _____ (Name in capital letter of Signatory)

In the capacity of _____ duly

Authorised to Sign the tender for and on behalf of _____

(IN BLOCK CAPITAL LETTERS)

Date : _____ Postal Address : _____

Witness : _____

Address : _____ Telegraphic Address :

Telephone _____

ACCEPTANCE

_____ alterations have been made in this documents and as evidence that these alterations were made before the execution of Contract Agreement, they have been initialled by the contractor and Shri _____.

The said officer(s) is/are hereby authorised to sign and initial on my behalf the documents forming Part of this contract.

The above tender is accepted by me on behalf of the President of India for the lump sum of

₹. _____ (Rupees _____

_____ only)

on _____ 2016

Signature _____ dated this _____

day of _____ 2016

**APPOINTMENT : CHIEF ENGINEER PUNE ZONE
DAKSHIN KAMAN MARG, PUNE - 01
(FOR AND ON BEHALF OF THE PRESIDENT OF INDIA)**

FORMAT FOR BANK GUARANTEE

Ref :

Bank Guarantee

Date :-

To

.....
.....
.....
.....

Dear Sir,

In consideration of President of India represented by Chief Engineer Pune Zone, having his office at HQ Chief Engineer Pune Zone, Dakshin Kaman Marg, Pune (herein after referred as the "Owner") having been awarded to (name of the Consultant (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), an agreement for (name of the work) (Hereinafter called the scope of work) and in terms of clause Of Form of Contract, the Consultant is required to submit a Bank Guarantee amounting to Rs (Rupees only) as "Performance Security" of the agreement to be furnished by the Consultant.

We, the (Name of the Bank & 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 to the Owner, performance of the terms and conditions of the said contract and undertake upon default absolutely and unconditionally to pay the Owner immediately on demand any or all money payable by the consultant to the extent of Rs (Rupees only) as aforesaid at any time upto Months from the date of agreement without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Consultant or any dispute pending with any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be in enforcement till the owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way, the liability of the Bank under this Guarantee, from time to time extend the time for performance of the Contract by the Consultant. The Owner 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 Consultant to exercise the same at any time in any manner and either to enforce or to enforce any covenants, contained or implied, in the Contract between the Owner and the Consultant any other course or remedy or security available to the Owner. The bank shall not be relieved of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason or any other act or forbearance or other acts of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

Contd....

FORMAT FOR BANK GUARANTEE (CONTD...)

The Bank also agrees that the Owner 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 Owner may have in relation to the Consultant's liabilities.

Notwithstanding anything contained here in above, our liability under this guarantee is limited to ₹/- (Rupees only) and it shall remain in force to and including and shall be extended from time to time for such period as may be desired by the Owner acting through Chief Engineer Pune Zone, on whose behalf this guarantee has been given.

Dated this

Signature of Authorised signatory of Bank

WITNESS :-

1.
(Signature)

2.
(Signature)

.....
.....
.....
(Name & Address)

.....
.....
.....
(Name & Address)

MILITARY ENGINEER SERVICES
GENERAL CONDITIONS OF CONTRACTS
(IAFW-2249-1989 PRINT)

FOR

***LUMP SUM CONTRACTS (IAFW- 2159)/ *ITEM RATE CONTRACTS (IAFW-1779-A)**

I/We have read and understood the provisions contained in the aforesaid **General Conditions of Contracts** before submission of this tender and I/We agree that I/We shall abide by the terms and conditions thereof, as modified, if any, elsewhere in these tender documents.

It is hereby further agreed and declared by me/us, that the **General Conditions of Contracts (IAFW-2249-1989 print)** with Errata **1 to 20** and Amendments Nos. **1 to 40** form part of these tender documents and I/We are in possession of the said conditions with errata and amendments.

Note:-It is also agreed me/us that in case of any discrepancy in the interpretation of the contents between ENGLISH and HINDI version, ENGLISH version shall take precedence over HINDI version.

Signature of Contractor

Dated : _____

Dy Dir (Contracts)

For Accepting Officer

*** To be deleted where not applicable**

SPECIAL CONDITIONS**1.0 VISIT TO SITE BY CONTRACTOR**

1.1 The consultant shall contact concerned GE for the purpose of inspections of site (s) and examination of relevant document, who will extend reasonable facilities for the purpose. The consultants shall also make themselves familiar with working conditions, accessibility to site (s), availability of materials and other cogent conditions before quoting his offer.

2.0 The works under the contract lies in **RESTRICTED AREA.**

2.1 CONDITIONS FOR WORKING IN RESTRICTED AREA**2.1.1 VISIT TO SITE WITHIN THE RESTRICTED AREA:**

Permission to enter the restricted area at the time of submission of tenders can be obtained through the Garrison Engineer. Tenderers are advised to send prior intimation of visit of their agents, representatives etc. If any, as regards to dates and time of their proposed visit so that necessary arrangements may be made by GE to secure admission. Tenderer whether visit the site or not, he shall be deemed to have full knowledge of the restrictions of entering into /exiting from the site of works, for working within the Restricted Area.

2.2 IDENTITY CARDS OR PASSES:

The Contractor, his agents and representatives are required individually to be in possession of an identity card of pass duly verified by the Security Officer. The Identity card or pass will be examined by the security staff at the time of entry into or exit from the Restricted Area and also at any time or number of times inside the Restricted Area on completion of work Identity cards or passes shall be returned to Security Officer.

2.3 IDENTITY OF WORKERS

2.3.1 Every worker shall be in possession of an identity card. The identity card will be issued after through investigation of the antecedents of the labourers by the Contractor and attested by the Officer-in-Charge of the unit concerned in accordance with the standing rules and regulation of the units.

2.3.2 Contractor shall be responsible for the conduct and action of his workers, agents or representatives.

2.4 SEARCH

Through search of all persons and transport shall be carried out at each gate and as many times as the gate is used for entry/exit and may also be carried out at any time or any number of times within the restricted area.

2.5 WORK ON HOLIDAYS INSIDE RESTRICTED AREA :

The Contractor shall not carry out any work on gazetted holidays, weekly holidays and other non-working days except when he is specially authorized in writing to do so by the GE. The GE may at his sole discretion declare any day as holidays or non-working day without assigning any reason for such declaration.

SIGNATURE OF CONSULTANT

Dated _____

Dy Dir(Contracts)
For Accepting Officer

DETAILED ENGINEERING PRINCIPLES
FOR THE SCOPE OF SERVICE TO BE RENDERED

1. To facilitate construction of 02 MW Solar PV power plant at CME Kirkee within the stipulated time, cost and conditions.

2. Scope of services of the consultant shall be Pre-Construction phase. **However clarification on architectural, structural drawings and electrical/ mechanical details submitted by the consultant and further amendments shall be rendered by the consultant without any extra cost during the execution stage till date of completion of the structural portion of the work at site by other agency.**

3. Following aspect shall be considered and duly covered in the design details submitted by the consultant:-

(a) Technical Parameters covering the following keeping in view the environmental safeguards including permissions/clearances from local authorities to ensure the approval of proposed structures at each site. Any payment to local authorities in this regard is deemed included in the lumpsum quoted by consultant:-

(i) Structural drawings, Detailed specifications of structures, services and finishes like foundation plan, details of trusses, connection details of steel members, fabrication schedule & drgs, detail of all major and minor members.

(ii) Design details (including Design calculations) duly certified by the consultant. Input data file of software **STAAD/STRAP/NASTRAN/ANSYS/SAP 2000** . These design details shall be got proof checked/vetted through any of **NITs/IITs**. The cost of the same shall be included in the Tendered cost.

(iii) As a token of having validated/peer reviewed the design and drawing all structural drawing and design folders shall carry the signature and stamp of reviewing authority, stamp of "Execution Drawing" and receipt of payment made by the consultant to the third party reviewer on the letter head of the Institution shall also form part of design folder.

(iv) For structural design of the Building/structure, latest B/S codes IS code IS-456, IS-800, IS-875, IS-1893, IS-13920, IS-4326 and concerned codes shall be followed.

(v) Type of materials to be used in construction.

(vi) Type of scaffolding (only steel).

(vii) Quality Assurance check lists (Job formats) for major activities.

(viii) Any other details as deemed necessary.

(b) Any other details as spelt out by the Chief Engineer Pune Zone during currency of contract.

SIGNATURE OF CONSULTANT
Dated _____

Dy Dir(Contracts)
For Accepting Officer

CONSULTANCY AGREEMENT

This agreement made this _____ day of _____ 2016 between Chief Engineer Pune Zone Pune (On behalf of the President of India) hereinafter referred to as "**The Client**" and M/s _____ having registered office at _____ hereinafter referred to as the "**The Consultant**"

WHEREAS the client proposes to construct various types of buildings/structures at 'Panaji, Goa' hereinafter referred to as 'the project' and intends to obtain only consultancy services as listed in Clause 1 hereinafter, and the consultant is agreeable to render the said consultancy services on the terms and conditions stipulated hereinafter, it is hereby agreed to by both the Parties as under:-

1. Consultancy services shall be provided by the Consultant as per the Terms of Reference given at **BOQ and as specified in Appendix 'A'**.
2. The data/information regarding consultancy services required, if any shall be provided by HQ CE Pune Zone.
3. Chief Engineer Pune Zone Pune is the "Client" referred hereinafter.
4. The consultant shall provide and complete the Consultancy Services, as stipulated in **BOQ and tender** to the entire satisfaction of the Client or his authorized representative, within a period of **90 days** of conclusion of this Consultancy Agreement.
5. Extension of time may be granted for delays caused which, in the opinion of the Client, were beyond the Consultant's control, provided that the Consultant applies for such extension of time in writing within seven days of the occurrence of any event which caused the delay or likely to cause delay.
6. The consultant shall provide and complete the Consultancy services, to the entire satisfaction of the Client or his nominated representatives and shall carry out the services required in terms of this consultancy Agreement, according to accepted norms of sound engineering practices and conforming to Indian Standard Codes/BIS codes as appropriate and shall be fully responsible for the technical accuracy, safety and soundness of his design, drawings and specifications, quality assurance of structures and the best possible quality of equipments and other systems of the project, as obtainable. **Where ever BIS codes are not available International code and/or USA/British/German codes shall be followed.** Checking/ approval of drawings, design by the department /any other nominated agency shall not absolve the Consultant from his total responsibility.
7. Design papers by Consultant shall be got checked by **any of the NITs/IITs** under the Consultant's own arrangements, before finalisation of drawings. A certificate to this effect that the designs have been checked and signed by appropriate authority of such an institution not below the rank of Professor in Civil Engineering shall be furnished to the Client by the Consultant. The fees stipulated in **Appendix 'C'** shall, inter alia, be inclusive of charges paid by the Consultant to the institute for getting the designs checked/vetted as aforesaid.
8. The calculation sheets, drawings, reports and similar documents provided by the Consultant in terms of this Agreement to the Client, shall remain the property of the Client and the Client shall have full right to use them in any manner or for any other purpose, at the Client's sole discretion without the knowledge of Consultant.

Contd/.....

CONSULTANCY AGREEMENT (Contd...)

9. The consultant shall use the data and other information supplied by the Client solely for the purpose of performing and carrying out his obligations under this Consultancy Agreement and shall not disclose the same to any other person, except to the extent required in performance of the agreement of the project, and shall maintain utmost secrecy.

10 The consultant shall not, without the consent in writing of the Client, publish any article or photographs relating to the project.

11. For providing the Consultancy Services as stipulated in this Agreement in accordance with provision of **clause 2 to 8** here in before, the Client shall pay fees to the Consultant as specified in **Appendix 'C'**.

12 If the Client requires that the consultant should provide additional consultancy services other than listed in **BOQ & Appendices** the Consultant shall provide the same at fees mutually agreed.

13. If at any time after conclusion of this Agreement, the Client decides to postpone or abandon the project he may, by giving seven days' notice in writing to the Consultant, terminate this Agreement; provided that if the project or any part thereof is postponed, the Client may in lieu of terminating this Agreement, require the Consultant in writing to suspend the carrying out of his Services under this Agreement, for the time being. If the Client does not require the Consultant to resume performance of Services in respect of any postponed work within a period of **two 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 be deemed to be terminated.

14 If this agreement is terminated in pursuant of **clause 13** hereinbefore, the Consultant shall be eligible for payment of proportionate fees for the portion of consultancy Services already rendered, as assessed by the Client. The Client's decision in this respect shall be final and binding and no other compensation whatsoever shall be payable and admissible.

15. If the Consultant commits any breach of any of the provisions of this Agreement, the Client shall be entitled to cancel this Agreement and on such cancellation, the fees payable shall be proportionate to the Services if any, already rendered by the Consultant as assessed by the Client less 10 % (ten percent). In addition to this Performance Security deposited by the firm shall also be forfeited.

16. The Consultant shall supply to the Client the following documents:-

(a) The consultant shall first submit the requirements furnished by client in **Appendix 'A' and Appendix 'B'**, shall prepare the following (**03 Copies each**):-

(i) Design, engineering, drawings & detailed specifications alongwith makes for supply of equipment and materials, associated civil, electrical and mechanical works, services for commissioning of 2 MW (AC) Solar PV Power Plant.

(ii) Preliminary structural design and drawings covering foundation plan, details of trusses connection and details of steel members, fabrication schedule & drawings, details of all major and minor RCC members.

(iii) Detailed drawings and specifications of building/structures including foundation & other allied services pertaining to structural works (**Three** sets of Drawings) after incorporating corrections for approval.

(iv) Any other details notified by Nodal Officer and as specified in BOQ.

Contd/.....

CONSULTANCY AGREEMENT (Contd...)**Notes:**

(i) Structural analysis and design shall be done by using software **STADD Pro** or any equivalent software of repute and proven credential. One set of CD containing load data, analysis and structural design shall be submitted along with **three** hard copies after approval of design.

(ii) All drawings shall be prepared by **AUTOCAD (latest version)** and shall be submitted on tracing sheets and soft copy.

(b) After approval of design and drawing:-

(i) Design, engineering, drawings & detailed specifications alongwith makes for supply of equipment and materials, associated civil , electrical and mechanical works, services for commissioning of 2 MW (AC) Solar PV Power Plant.

(ii) Detailed working drawings including foundation and superstructure in **Six** copies including original.

(iii) Drawing containing detailed notes on RCC works in **Six** copies including original.

(iv) Any other details notified by Nodal Officer and as specified in BOQ.

I. Detailed working drawings shall include:-

(a) Structural working drawings to the scale as notified by Nodal officer. If not notified then the same shall be 1: 100.

(b) RCC Notes.

(c) Any other relevant details required for construction.

II The complete scheme shall be got vetted from any of NITs/IITs.

III. The lump sum quoted by the consultant shall inter alia be inclusive of expenses incurred by consultant in getting the complete scheme of Solar power plant as specified in BOQ checked & vetted from NITs/IITs.

IV. Detailed specifications shall be based on the pattern of standard design.

V. Any clarifications related to RCC design, drawings , electrical and mechanical components including vetting, preparation of BOQ etc for provision of 2 MW Solar Photo Voltaic (PV) based power plant, if required during execution stage, shall be given by the consultant as and when required by the Client, regardless of the actual period of completion of the consultancy work. Modified or revised drawing(s) as applicable shall be supplied by the consultant at that stage without any extra cost to the client.

VI. Execution of the project is not covered under the scope of consultancy. However, technical advise including amendments in detailed drawings/design submitted by the consultant, if required during execution are deemed included in the scope of work and the lump sum quoted by the consultant shall deemed to be inclusive of this aspects.

Contd/.....

CONSULTANCY AGREEMENT (Contd...)

VII. The tender for main work is to be prepared based on the drawings and load calculations as supplied by the consultant. Hence consultant shall ensure that every care is taken in showing all relevant details in drawings.

17. The consultant shall render a certificate for adequacy of structural design of the building/structure catered under scope of work against seismic and other design loads like wind load as per latest IS provisions and in accordance with the format mentioned in **Appendix 'D'** enclosed with tender documents.

18. **COMPENSATION:-** If the Consultant fails to complete the work on or before the stipulated time as mentioned in Appendix 'A' , he shall, without prejudice to any other right or remedy of Client on account of such breach, become liable for compensation calculated at **1%(One percent)** per week of the Consultant's fee stipulated or part thereof worked out for the specific item of works. However the same shall not exceed **10% (TEN)** of the Consultant's total fee. If the delay is on account of reasons apparently not attributable to the Consultant or emanating due to a situation which could not have been foreseen by an experienced Consultant resulting in his failure to meet the agreed time schedule, the Consultant shall in writing inform the Client within one week of happening of such event and seek extension of time based on which the Client may grant extension at his sole discretion. Decision of Client shall be final and binding on the Consultant in this respect.

19. **ARBITRATION/LITIGATION:-** All disputes arising between the Client and the Consultant shall be subject to the sole arbitration of a serving Engineer Officer having degree in Engineering or equivalent or having passed Direct Final/Final examination of Sub Division II of Institution of Surveyors (India) recognised by Govt. to be appointed by Engineer-in-Chief or in his absence the Officer officiating as Engineer-in-Chief or Director General of Works if specially delegated in writing by Engineer-in-Chief, Army HQ, New Delhi, whose decision shall be final, conclusive and binding. The Arbitration proceedings shall be in accordance with provisions of the Arbitration and Conciliation Act 1996. The venue of the Arbitration shall be Pune when the Arbitration should come in effect. The jurisdiction of Court for the subject Contract shall be Pune. No dispute shall be referred to arbitration during currency of Consultancy Agreement unless agreed to by both the parties.

20. All payment to the Consultant shall be made by **GE (CME) Kirkee.**

IN WITNESS WHEREOF the Parties aforesaid have set their hands as shown below:-

(THE CONSULTANT)

Signature of Witness:-

THE CLIENT

**Chief Engineer Pune Zone Pune
(On Behalf of the President of India)**

APPENDIX 'A' (REFER PARA 1) OF CONSULTANCY AGREEMENT
TERMS OF REFERENCE

1. SCOPE OF WORK

- 1.1 The scope of work under this agreement caters for complete consultancy services as defined here in before or hereinafter which broadly includes for preparation of Structural drawing, design of electrical / mechanical components and detailed designing of building/structures. Site plan showing location of buildings (not to scale) shall be provided by the client to the consultant.
- 1.2 The Consultant shall prepare and provide final design and detailed working drawings.
- 1.3 The broad scope of work under this consultancy all as specified in BOQ. The design shall be done based on the latest IS and NBC codes and shall confirm to the local municipal norms whatever applicable.
2. Any missing details which are required for the Consultancy Services to be rendered by the Consultant shall be furnished by CE Pune Zone Pune.
3. Blank.
4. The detailed scope of work shall be as in **BOQ and para 16** of Consultancy Agreement.
5. The Consultant shall submit all preliminary details of all the works covered all as specified hereinbefore under Instructions to Tenderers and Consultancy Agreement as per Stages Acceptance of tender to concerned section of CE Pune Zone Pune for approval. After approval of preliminary details/design drawings, final details shall be submitted to design section of CE Pune Zone Pune.
6. The entire consultancy work shall be completed in all respects within **90 days** of time. However the Consultant shall be required to furnish any missing details or details of item of work or any clarification/modifications necessitated till **date of completion of the work at site by other agency**. The rates quoted by the consultant shall be inclusive of all these aspects and nothing extra shall be payable. These aspects are also deemed to be included in the Scope of Consultancy.
7. The completion certificate will be issued by GE only on satisfactory execution/completion of consultancy services mentioned under the scope of work.

NOTES:-

- (i) Accepting Officer reserves the right to increase or decrease the scope of work during construction stage with mutual consultation with consultants and without prejudice to the total technical responsibility of the consultants.
- (ii) The broad specifications of the project as indicated in **Appendix 'B'** for guidance and meet the need at the users end.
- (iii) The consultant shall visit site of work and shall make themselves aware of all the site conditions, which may affect the scope of consultancy work including structural design of the work.

The quoted rates shall be inclusive of this aspect and no extra payment is admissible on this account.

(SIGNATURE OF CONSULTANT)

**Dy Director (Contracts)
FOR CLIENT**

APPENDIX 'B'**BRIEF SPECIFICATION: CONSULTANCY SERVICES FOR PROVN OF 02 MW SOLAR PV POWER PLANT AT CME KIRKEE****DESIGN PARAMETERS FOR CIVIL WORKS :-**

- (a) Location: CME Kirkee
- (b) Type of construction: As directed by Nodal Officer.
- (c) Configuration: As directed by Nodal Officer.
- (d) Loading: As per relevant IS.
- (e) Concrete work: **RCC (grade not less than M-25)** for all RCC Work as per IS:456-2000 and IS -13962 except water retaining structure which shall be in RCC grade M-30. Masonry work and partition walls in PCC block walling.
- (f) Exposures: Severe
- (g) Type of cement: **OPC** 43 conforming to IS-269,
- (h) Coarse aggregate: Angular 20 mm nominal size (crushed Granite / basalt /trap)
- (j) Fine aggregate: Natural river/ Crushed Stone sand as per IS-383.
- (k) Steel reinforcement: **TMT steel of grade Fe-500/500D.**
- (l) Degree of quality catered: Good.

NOTE:

- (i) All latest IS code provisions shall be considered in design.
- (ii) For missing details, if any, the consultant shall obtain the same from the office of Chief Engineer Pune Zone, Pune.
- (iii) Any relevant IS codes other than those mentioned are also to be considered.

(SIGNATURE OF CONSULTANT)**Dy Director (Contracts)
FOR CLIENT**

TENDER FOR CONSULTANCY SERVICES FOR PROVN OF 02 MW SOLAR PV POWER PLANT AT CME KIRKEEPAYMENT TERMS:-

(i) The Consultant shall be entitled to be paid fees to the extent of **90%** only of the work completed during currency of consultancy services duly deducting the retention money as per IAFW-2249. Remaining **10%** { as given in para (iii) (d)} shall be paid with final bill after certified date of completion of the portion of the work as decided by Nodal officer / GE (CME) at site by other agency or two years after completion of consultancy work whichever is less . The consultant may be paid advance on account to the full value of work of his furnishing Guarantee Bond(s) or Fixed Deposit Receipt (s) from a scheduled Bank for the amount of the retention money which should otherwise be recoverable from him under the contract till payment of final bill. The Guarantee Bond shall be executed for a period and on a form as directed by the Accepting Officer. The Consultant shall further arrange to extend the period of Guarantee Bond or shall furnish a fresh Guarantee Bond of similar value so as to cover the period till the payment of the final bill. In case of Fixed Deposit Receipt, the same shall be for a period exceeding **12 months** beyond the period of completion and shall be endorsed in accordance with the Government Securities Manual for the time being in force. If the Fixed Deposit Receipts are in the name of the Consultants, they shall be transferred/ endorsed to the Accepting Officer concerned in such a way that they can be encashed by the said Accepting Officer without reference to the consultant. In the event of delay in the preparation of the final bill, the consultant shall make arrangements with the bank for suitable extension of the fixed deposit period.

(ii) The remaining **10%** amount as given in para (iii) (d) here-in-after may be paid to the consultant on furnishing Bank Guarantee bonds/FDRs of equal amount from a scheduled bank.

(iii) Consultant may at intervals of not less than 30 days submit claims for 'advance on account payment' (RAR payment) against the work done/Service completed to **GE (CME) Kirkee** as certified by the Accepting Officer/Nodal Officer in the prescribed format which shall be supplied by **GE (CME) Kirkee**. For the purpose of RAR payment, the quantum of work done/break up of schedule of fee shall be as decided by Nodal officer/ GE (CME).

SCHEDULE OF PAYMENT OF FEES
(activity wise break up of lump sum quoted)

STAGES OF PAYMENT :-

Srl No	Stage	Description of the stage	Fee to be paid (% of quoted amount)*
1	2	3	4
1.	Stage-I	On submission of corrected/amended design folder, line plan and drawings.	20%
2.	Stage-II	Liase with MSC DEL/ state agency and obtain necessary clearances.	20%
3.	Stage-III	On submission of detailed BOQ specifications, drawings and all other material required for issuing of tender documents.	20%
4.	Stage-IV	Upon 50% completion of work at site.	20%
5.	Stage-V	After completion of 100% work and successful commissioning of solar plant for atleast six months.	20%

***NOTE :-** 10% of the amount payable shall be deducted at each stage and kept as performance security against the subject work and shall be paid/ released as specified here-in-above. **Quantum of work done shall be certified by the GE/ Nodal Officer nominated by Chief Engineer Pune Zone Pune.**

(iv) **Final Bill:** After issue of certificate of final completion of the Consultancy Services by the GE/ Nodal Officer and after execution of portion of the project work on ground (as decided by GE/ Nodal officer) by other agency, the Consultant shall submit certified final bill in duplicate. All claims and payments viz., 'Advance on account' /Final bill shall be rendered in the form and manner prescribed by the Govt.

NOTE : The service tax is applicable to the scope of work covered under this tender. The Consultant shall note this aspect while quoting their offer.

(SIGNATURE OF CONSULTANT)

Dy Director (Contracts)
FOR CLIENT

APPENDIX 'D'

CERTIFICATE

1. It is certified that the structural design as provided and furnished to the client for the buildings included in the consultancy services of this agreement have been prepared after considering all codal provisions of Indian Standards (of BIS), as amended till date of design, on the matters and issues of structural safety; that these designs are structurally safe including safety considerations from natural hazards of the accepted level and that all local factors including those based on soil conditions have been duly incorporated and accounted for in the design of buildings/ structures.

2. It is further certified that the structural drawings are based on structural design calculations and that the design/ specification included in drawings are in accordance with the current Govt. Policy, IS specifications, Technical Instructions (issued from time to time) and sound engineering practice including earthquake resistant design as catered for **Seismic Zone III (Moderate)**.

Signature of Consultant

CONDITIONS OF AGREEMENT

ARTICLE 1 - DEFINITIONS

For the purpose of this CONTRACT, unless otherwise specified or repugnant to or inconsistent with the subject, context or meaning thereof, the following terms shall be deemed to have the following meanings:

1.1 "CONTRACT" shall mean this CONTRACT including all sections, annexure, and appendices hereto and all documents herein attached and amendments to be made to this CONTRACT, if any, which the PARTIES may hereafter mutually agree in writing.

1.2 "Consultant" shall mean M/S

Having its registered office at.....

(Address).....

..... and shall include all other known offices of M/S.....

1.3 "PARTIES" shall mean Accepting Officer and Consultant, one individually referred to as party.

1.4 "SERVICES" shall mean all the responsibilities to be discharged by Consultant for fulfilling its obligations under this contract.

1.5 "AUTHORISED REPRESENTATIVES" shall mean the representatives of "Accepting Officer" and/or "Consultant" as the case may be, who are duly empowered and authorized by their respective organization to act for and on their behalf.

1.6 "DATE OF ACCEPTANCE" shall mean the date on which Accepting Officer confirms written acceptance of Consultant's SERVICES.

1.7 "PROJECT" shall mean the "Provn Children School at Kirkee , Pune" for which consultant is to provide SERVICES under this CONTRACT.

1.8 "CONSULTANCY CHARGES (SETTLED FEE)" shall mean the amount quoted by consultant for Schedule of items for pre construction phase.

1.9 "NODAL OFFICER" shall mean the officer appointed by the Accepting Officer by name.

1.10 "TENDER" shall mean tender as prepared by consultant and pre-controlled stage floated by the Accepting Officer for construction of the buildings and execution of allied services for which the consultancy has been provided by the Consultant.

ARTICLE 2 - LANGUAGES

This contract has been executed in English, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

ARTICLE 3 - NODAL OFFICER: The "ACCEPTING OFFICER" shall appoint by name a 'Nodal Officer' who shall in all circumstances correspond with the consultant and consultant shall be submitting all his drawings and designs/submissions to 'Nodal Officer', who shall convey the approval of Accepting Officer for the complete work done by the consultant.

Contd....

CONDITIONS OF AGREEMENT (Contd...)**ARTICLE 4 - OFFICIAL SECRETS ACT AND SECURITY OF CLASSIFIED INFORMATION AND DOCUMENTS**

The Consultant shall not disclose to any third person or party any information, data, tender documents and contents thereof, design, drawings, plans, specifications etc. received from the OWNER or collected during their site visits to various military stations at any time either in whole or in part and shall ensure to preserve the secrecy of the above information and shall not use the same for any purpose other than construction, maintenance and operation of the resultant Project/Plant. Officers, staff, employees of the Consultant handling all such information shall be subject to the OFFICIAL SECRETS ACT and violation, if any, shall be dealt with accordingly.

ARTICLE 5 - OWNERSHIP OF INFORMATION/DATA/DESIGNS/DRAWINGS /DEVELOPED BY THE CONSULTANT UNDER THE CONTRACT

Ownership of all data, documents, drawings, designs developed by the consultant at OWNER'S cost under this contract shall rest with the OWNER. The consultant shall hand over all such materials (in print as well as in electronic media) to "Nodal Officer" before the close of this contract. Authority for future use of these materials shall solely rest with the OWNER.

ARTICLE 6 - INDEMNITY

6.1 The Consultant shall hold harmless and indemnify the Accepting Officer, against any claims or liability because of personal injury including death of any employees of consultant arising out of or in consequence of the performance of this CONTRACT.

6.2 Accepting Officer shall not be responsible for any loss or damage to property of any kind belonging to consultant or his employees, servants or agents during execution of the contract.

ARTICLE 7 - ASSIGNABILITY

The contract and benefits and obligations thereof shall be strictly personal to the parties.

ARTICLE 8 - GOVERNMENT LEVIES

The Consultant remuneration shall be inclusive of all statutory levies imposed by Government of India/state Govt or by any statutory body, including Service Tax, etc; as applicable on the Consultant from time-to-time. Any change in such levies after the date of opening of Priced part shall be adjustable.

ARTICLE 9 - PERFORMANCE GURANTEE

The consultant shall furnish within 30 days of issue of the letter of acceptance by OWNER, a Bank Guarantee from any Nationalized/Scheduled Bank on the prescribed format (att with this tender) for an amount equivalent to **5 % (Five percent)** of the total consultancy fee to be received by him towards Performance Gurantee valid for a period till payment of final bill. Any amount as and when due against consultant on account of liquidated damages, unsatisfactory performance and failure of buildings/schemes or any part of buildings/schemes shall be recovered from his dues and by encashing the bank guarantee. The amount of BGB shall be worked out initially on the basis of the amount mentioned in NIT but later on, it shall be modified as per consultancy amount payable in terms of project cost worked out in DPR.

Contd....

CONDITIONS OF AGREEMENT (Contd...)

ARTICLE 10 - NOTICES

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified below :-

Accepting Officer :- Chief Engineer Pune Zone, Dakshin Kaman Marg, Pune - 411001.
Consultant

:-

.....
.....
.....

ARTICLE 11 - EFFECTIVENESS OF CONTRACT

This Contract shall come into force and effect on "The date (the "Effective Date") of Acceptance".

ARTICLE 12 - COMMENCEMENT OF SERVICES

The Consultants shall begin carrying out the Services immediatly after the work order issued by the '**GE (CME) Kirkee.**

ARTICLE 13 - SUSPENSION

The ACCEPTING OFFICER may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations under this Contract, including the carrying out of the Services provided that such notice of suspension.

- (a) Shall specify the nature of the failure, and
- (b) Shall request the Consultants to remedy such failure within the period not exceeding **Fifteen (15) days** after receipt by the Consultants of such notice of suspension.

ARTICLE 14 - Termination

If at any time in spite of reasonable notices, the Accepting Officer considers that the consultant is making default or is not progressing diligently or that the quality of services rendered by the consultant is not satisfactory, or that the consultant is not effectively cooperative in achieving the targets of the scheme in one way or other or that the consultant is lacking in professional ethics or misconducts himself, then Accepting Officer may at his sole discretion terminate this contract in whole or in part as he deemed fit without assigning any reasons. In the event of such termination, the consultant shall be entitled to be paid only for those stages of works/services which have been fully completed by the CONSULTANT, all the incomplete work/stage shall however become the property of the ACCEPTING OFFICER. **In such event the performance Gurantee, performance security deposited and retention money withhold from RARs shall be forfeited as as liquidated damages. The Client's decision in this respect shall be final and binding.**

Contd....

CONDITIONS OF AGREEMENT (Contd...)**ARTICLE 15 - FORECLOSURE**

At any time before his services and obligations under the contract is completed by the consultant, the Accepting Officer, shall have right to foreclose this agreement without assigning any reason to the consultant. In case of such foreclosure the consultant shall be entitled to be paid for the stages of work already completed by him at the applicable rates and a reasonable compensation as decided by Employer (which shall be final and binding) for any part or any stage of services of the consultant already completed by the consultant before he was served with a notice of foreclosure.

ARTICLE 16 - FAIRNESS AND GOOD FAITH**Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause thereof.

ARTICLE 17 - SETTLEMENT OF DISPUTES

All disputes, between the parties to the contract (other than those for which the decision of the "ACCEPTING OFFICER" or any other person is by the contract expressed to be final and binding) shall, after written notice by either party to the Contract to the other of them, be referred to the sole arbitration of serving officer having degree in Engineering or equivalent or having passed Final/Direct Final Examination of Sub Division II of Institution of Surveyors (India) recognized by the Govt of India to be appointed by the Engineer-in-Chief, Army Headquarters, New Delhi or in his absence, the officer officiating as Engineer-in-Chief or Director General of Works if specifically delegated in writing by Engineer-in-Chief, Army Headquarters, New Delhi whose decision shall be final, conclusive and binding. The Arbitration shall be governed by Arbitration and Conciliation Act, 1996.

Unless both parties agree in writing, such reference shall not take place until after the completion or alleged completion of the works or termination or determination of the Contract under conditions of this contract.

Provided that in the event of abandonment of the works or cancellation of the Contract under conditions of this contract, such reference shall not take place until alternative arrangements have been finalized by the OWNER to get the works completed by or through any other consultant or consultants or Agency or Agencies.

Provided always that commencement or continuance of any arbitration proceeding, hereunder or otherwise shall not in any manner militate against the Owner's right of recovery from the consultant as provided in conditions of this contract.

If the Arbitrator so appointed resigns his appointment or vacates his office or is unable or unwilling to act due to any reason whatsoever, the authority appointing him may appoint a new Arbitrator to act in his place.

The Arbitrator may proceed with the arbitration, ex-parte, if either party in spite of a notice from the Arbitrator, fails to take part in the proceedings.

Contd....

CONDITIONS OF AGREEMENT (Contd...)**ARTICLE 17 (CONTD....)**

The Arbitrator shall give his reasoned award in writing on all matters referred to him and shall indicate his findings, along with sums awarded, separately on each individual item of dispute.

The venue of arbitration shall be such place or places as may be fixed by the Arbitrator in his discretion.

The language of the arbitration proceedings and that of all documents and communications between the parties shall be "English".

The award of the Arbitrator shall be final and binding on both the parties to the contract.

Notwithstanding the fact that the courts at Pune or Mumbai shall have the jurisdiction to adjudicate and settle any disputes between OWNER and the consultant. No other court than the court situated at Pune or Mumbai shall have any jurisdiction on any matter requiring to Civil Court.

ARTICLE 18 - CONSULTANTS NOT TO BENEFIT FROM COMMISSIONS, DISCOUNTSETC.

The remuneration of the Consultant pursuant to 'Consultant Price' hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Service and, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Service or in the discharge of their obligations hereunder, and the Consultant shall use their best efforts to ensure that any sub-consultants, as well as the Personnel and agents or either of them, similarly shall not receive any such additional remuneration.

ARTICLE 19 - BLANK**ARTICLE 20 - PROHIBITION OF CONFLICTING ACTIVITIES**

Neither the Consultant nor their sub-consultants or the Personnel of either of them shall engage, either directly, in any of the following activities:-

- (a) During the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
- (b) After the termination of this Contract, such other activities as may be specified in the contract.

ARTICLE 21 - LIABILITY OF THE CONSULTANT

Subject to additional provisions, if any, set forth in the contract, the Consultant's liability under this Contract shall be as provided by the Applicable Law.

Contd....

CONDITIONS OF AGREEMENT (Contd...)**ARTICLE 22 - FORCE MAJEURE:-****22.1 Definition**

For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under this contract impossible or so impractical as reasonably to be considered impossible in the circumstances, and included but not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, strikes, lockouts, or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

Force majeure shall not include:-

- (a) Any event which is caused by the negligence or intentional action of a Party nor;
- (b) Any event, which a diligent Party could reasonably have been expected to both;
 - (i) Take into account at the time of conclusion of this contract and;
 - (ii) Avoid or overcome in the carrying out of its obligations under this contract.

The failure of a Party to fulfill any of its obligations under this contract shall not be considered to be a breach of, or default under, this contract in so far as such inability arises from an event of Force majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

22.2 Measure to be taken

- (a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations under this contract with minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

22.3 Extension of Time

The Consultant shall keep a record of the circumstances referred to above information, which are responsible for causing delays in the execution of the project and shall intimate to "NODAL OFFICER" in writing within seven days of the happening causing delay requesting for extension of time for entire completion of his services. Such extension of time shall be granted by "ACCEPTING OFFICER" after due consideration of circumstances intimated by the consultant. In case of any difference of opinion, the decision of "ACCEPTING OFFICER" shall be final and binding.

Contd....

CONDITIONS OF AGREEMENT (Contd...)

ARTICLE 23 - PATENTS

The Consultant shall indemnify and hold ACCEPTING OFFICER harmless from all costs, damages, and expenses arising out of any claim, action or suit brought against OWNER by third parties in respect of any infringement of any patent or registered design or any similar rights resulting from the use of any technical information, data or process or design belonging to the Consultant and furnished to Accepting Officer

ARTICLE 24 - Period of completion shall be **90 days**

Article 25 - PENALTY

CPM/PERT: Consultant shall understand the work in totality and shall prepare the net work diagram, under consultation with Nodal Officer and get the approval of Nodel Officer, based on the broad activities listed in BOQ to this contract, using any latest software(s) e.g. MS Project or primavera, **showing** dated completion of each activity.

In case of failure of the consultant, to complete all the services within the completion period as specified, liquidated damages @ **1% (One percent)** per week shall be recovered from the consultant subject to maximum of **10%** of total lumpsum fees quoted in BOQ. However the "Accepting Officer" may grant extension of time to consultant due to extreme circumstances and because of the circumstances beyond the control of the consultant keeping in mind that over all completion have not been delayed due to the default of the consultant. Decision of the "Accepting Officer" shall be final and binding in this regard.

ARTICLE 26 - REMOVAL AND REPLACEMENT OF PERSONNEL

- (a) If the ACCEPTING OFFICER finds that any of the Personnel of the consultant has committed serious misconduct or has been charged with having committed a criminal action or
- (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall at the Accepting Officer written request specifying the grounds there for, forthwith provide as a replacement a person with qualifications and experience acceptable to the Accepting Officer.

ARTICLE 27 - APPROVAL FROM LOCAL AUTHORITIES

Approval from local authorities, though not envisage, if required, shall be got done by the consultant. No extra payment on this account shall be admissible.

.....
Dy Director (Contracts)
(for and on behalf of Accepting Officer)

.....
Signature of consultant

WITNESS :-

1.
(Signature)
.....
.....
(Name & Address)

2.
(Signature)
.....
.....
(Name & Address)