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| **Section-IV**  ***General Conditions of Contract*** |

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**GENERAL CONDITIONS OF CONTRACT (GCC)**

**Preamble**

This Section (Section –IV) of the Bidding Documents [named as General Conditions of Contract (GCC)] provides all the rights and obligations of the parties under the Contract.

**1.0 DEFINITION OF TERMS**

Unless defined otherwise, the following terms wherever used in this document shall have the following meanings.

1.1 ‘Owner’ or ‘Employer’ or ‘Company’ or ‘Client’ or ‘CTUIL’ shall mean the firm/corporation/ government entity, named in the SCC, who is responsible for getting the Facilities implemented and shall include their legal representatives, successors and permitted assigns.

1.2 “Consultant” or “Bidder” or “Contractor” shall mean the Firm/Bidder whose proposal has been accepted by the Owner for the Award of the work and shall include his legal representatives, successors and permitted assignee.

1.3 “Consultancy Assignment” or “Work” or “Study” or “Assessment” or “Services” shall mean the complete study as prescribed in the Specification / Terms of Reference.

1.4 ‘Notice of Empanelment’ / Letter of Empanelment’ shall mean the official notice issued by the Owner notifying the Bidder that his proposal has been accepted and that bidder is required to sign the contract Agreement.

1.5 “Service Instruction” means the official notice issued from time to time by the Employer notifying the Empaneled Agency to supply Services based on requirement. Each Service Instruction shall contain its separate Time for Completion based on actual requirement.

1.6 ‘Contract’ shall mean the Contract Agreement entered into between the Owner and the Bidder, together with the contract documents referred to therein; they shall constitute the contract and the term ‘Contract’ shall in all such documents be construed accordingly.

1.7 “Date of Contract” shall mean the date on which both the parties have signed the Contract Agreement or any other date mentioned in the Contract/Letter of Award, as the effective date of Contract, whichever is earlier.

1.8 “Engineer” or “Engineer-in-Charge” or “E.I.C.” shall mean the officer appointed in writing by the owner to act as “Coordinator” from time to time on behalf of Owner in all matters pertaining to this Contract. “Engineer-in-charge” shall be authorized by the client for supervision, inspection, scrutiny and approval of some or all of the services rendered by the Consultant under the Contract.

1.9 ‘Documents’ shall mean the Instructions to Bidder, this Conditions of Contract and Proposal Form, Attachments & Schedules, which subsequently forms a part of the contract alongwith such other documents as may be mutually agreed upon.

1.10 “Contract Documents” means the documents listed in Clause 1.1 of Article 1 (Contract Documents) of the Form of Contract Agreement (including any amendments thereto).

1.11 “Unit Rate” means the Price quoted & evaluated and agreed upon by empaneled consultants

1.12 “Indian Rupees” or “Rs.” Of “INR” shall mean the mean the currency of the Government of India.

1.13 “Facilities” means the Services to be carried out by the Contractor/ Empaneled Agency under the Contract in line with the provisions of Technical Specifications read in conjunction with Service Instruction(s).

1.14 “Effective Date” means the date of Letter of Award (LoA) from which the Time for Completion shall be determined.

1.15 “Services” means all those services to be provided by the Contractor under the Contract in line with the provisions of Contract (including Technical Specifications).

1.16 “Time for Completion” shall be as per LoA issued to the Empaneled Agency from time to time in the event of emergence of requirement. Such LoA shall be issued to the Empaneled Agency within a period of 02 years from the date of issuance of Empanelment Letter and this period may be extended further by the Employer for 01 year on same rates, terms & conditions.

1.17 A ‘Week’ shall mean a continuous period of seven (07) days.

1.18 ‘Month’ shall mean calendar month, ‘Day’ or ‘Days’ unless herein otherwise expressly defined shall mean calendar day or day of 24 hours each. Working days in a month shall be as defined by Bidder in its offer.

1.19 The word imparting singular shall also include the plural and vice-versa where the context so requires.

1.20 The title or heading shall not alter or affect the intent of scope of the clauses or articles of the documents.

1.21 The ‘Government’ shall mean the ‘Government of India’ or an authorized representative/Firm/Consultant/Department of the ‘Government of India’.

1.22 ‘Person’ shall include firms, companies, corporation and association or bodies of individuals, whether incorporated or not.

1.23 “Arbitrator” means the person or persons appointed by agreement between the Employer and the Contractor to make a decision on or to settle any dispute or difference between the Employer and the Contractor referred to him or her by the parties pursuant to GCC Sub-Clause 11.0 (Arbitration) hereof.

1.24 “Final Report”/” Final Document” or “Report” will mean the final report or document prepared by the Consultant as per Owner’s Specification.

1.25 The “Final Acceptance of Work” provided by the Consultant under the Scope will be given by Owner as hereinafter defined. Six (6) Months after successful completion of the Consultancy assignment and submission of all documents, reports etc. to CTUIL and acceptance of the reports by the concerned statutory Authorities, Government of India and upon certification by the Engineer – in – Charge.

1.26 The Date of Completion of Contract-Unless otherwise terminated under the provisions of any other relevant clause of the document, Contract shall be deemed to have been completed after issuance of the certification from engineer-in-charge that there is no demand outstanding against the Consultant and all liabilities under the contract have been satisfactorily fulfilled by the Consultant.

**2.0** **CONTRACT AGREEMENT**

2.1 The Contract agreement, as per the format provided in the Section-VI (Forms and Procedure) of Bidding Documents, for assigned work for survey between Employer and Contractor shall be signed within 10 days of issuance of Letter of Award (LoA).

**3.0** **TERMS OF PAYMENT**

3.1 All payments against the survey works shall be paid against production of CPG as per ITB Clause 31.0 of Instructions to Bidders, invoice in quadruplicate and signing of Contract Agreement by the Consultant.

3.2 All payments under the Contract for the survey work shall be released on stage-wise completion of the survey work, as per Technical Specification, mentioned below:

|  |  |  |
| --- | --- | --- |
| S. No. | Stages | Payment |
| 1. | After submission and acceptance of Draft Project Report | 40% of  Specified Contract Value in LoA  Or  Contract Value after acceptance of Draft Project Report,  Whichever is lower |
| 2. | After submission & acceptance of the Final Report. | 40% of Actual Contract Value |
| 3. | After the LOI has been issued by BPC for Transmission System under bidding to the successful developer for the Transmission System and the SPV has been handed over to the selected bidder  Or  four months from the acceptance of Final Report of Survey by CTUIL,  whichever is earlier | Balance Payment as per Actual Contract Value based on Final Project Report |

3.3 The Contract Price shall be paid as specified in the corresponding Appendix - 1 (Terms and Procedures of Payment) to the Contract Agreement. The procedures to be followed in making application for and processing payments shall be those outlined in the same Appendix.

3.4 The above payments shall be made after deducting therefrom such other amounts as may be deductible or recoverable under the Contract.

3.5 All travel related expenses and all the other expenses (out of pocket) including those related to the scope of work shall be borne by the Consultant.

3.6 Applicable GST will be paid/reimbursed extra.

**4.0** **PROCEDURE OF PAYMENT**

4.1 All payments shall be made against GST invoices to be raised by the Consultant(s) as specified under the GST Act and related Rules, Notifications, etc as notified by the Government in this regard. In the event that the Consultant fails to provide the invoice in the form and manner prescribed under the GST Act and Rules, Owner shall not be liable to make any payment against such invoice.

4.2 All the invoices of payment shall be supported by necessary documents and submitted in quadruplicate for the certification of Engineer-in-Charge for which he will require a maximum time of seven (7) days before the same are submitted for processing the payment within fifteen (15) days of certification of the Engineer-in-Charge of the amount payable for the services. Wherever technically feasible, such payments shall be made electronically only as per details of Bank Account furnished by Consultant alongwith their Proposal. In the event, there is any query in respect of any item of such invoice requiring clarification, the Engineer-in-Charge shall notify the same within 15 days of receipt of such invoice by the Owner that such a query has arisen and both the parties shall endeavor to reach an agreement within a period of thirty (30) days thereafter. If no mutual agreement can be reached within a period of forty-five (45) days after receipt of the invoices by the Engineer-in-Charge, the Owner shall make payment against the balance of invoice (original amount less the amount in question) to the consultant within thirty (30) days thereafter i.e. within sixty (60) days from the date of receipt of invoice by the Engineer-in-Charge. The invoice for the balance amount under question shall be separately submitted for future consideration of the Owner.

**5.0** **TAXES, DUTIES AND INSURANCE**

5.1 All taxes (except GST, as applicable), duties, levies, insurance charges, etc. arising out of the contract shall be payable directly by Consultant and shall be included in the lump sum bid price for the entire scope of work. Central Transmission Utility of India Ltd. will not bear any expenditure, whatsoever on this account. As regards income tax, surcharge on income tax and other corporate taxes, the Consultant shall be responsible for such payments to the concerned authorities. However, the Owner is entitled to deduct TDS as per the Government policies/tax rules and regulations. The Consultant shall be liable to take/maintain all necessary insurance at its own cost.

5.2 Employer shall not bear any expenditure, whatsoever on this account. The liability of Employer shall only be limited to payment of applicable GST.

5.3 Firm shall be liable to take /maintain all necessary insurances at its own cost.

5.4 Income Tax, Surcharge on income tax and other corporate taxes, including cess wherever applicable, the Firm shall be responsible for such payments to the concerned authorities.

5.5 The Charges quoted by the bidder should be inclusive of all charges except applicable GST, which shall be paid extra as applicable.

**6.0** **VALIDITY OF EMPANELMENT**

6.1 The Empanelment of Survey Agencies on Rate Contract basis shall be valid for One (01) year from the Letter of Empanelment and extended further by Employer for One (01) Year on same terms and conditions.

**7.0** **COMPLETION PERIOD**:

7.1 The completion period for the assignment shall be strictly adhered to, as per timeline mentioned in Technical Specification (Volume-II of Bidding Document) and briefly mentioned here:

7.2 Submission of alternate route alignments for transmission line, finalization of optimized route alignments of Transmission Line in consultation with the Employer, walk over survey of optimized route, identification of three alternatives for sub-station land and selection of one optimized site, submission of draft report, Final report (duly incorporating comments/suggestions of Employer within 7 days, after receiving comments, suggestions) etc. shall be completed within 2 months from the date of LOA. The major milestone activities for the packages shall be as under:

|  |  |
| --- | --- |
| Submission of draft Report to CTUIL | Within 45 Days from date of LOA. |
| Comments/suggestions by CTUIL on draft report | Within 8 days of submission of draft Report |
| Submission of Final Report along with all deliverables | Within 7 days  (Total completion period of 2 months). |

7.3 Further, engagement for contractor shall be till issuance of LoI by BPC to Transmission Service Provider (TSP) and signing of all agreements with the TSP.

7.4 The Contractor shall be required to attend the meetings/conference with the prospective TSPs or any other agency as intimated by Employer to clarify the issues relating to Survey during the Bidding Process of the transmission scheme.

**8.0**  **LIQUIDATED DAMAGES FOR DELAY IN COMPLETION**

8.1 For any delays attributable to the Consultant, beyond the Scheduled dates/period of completion of various activities as per the agreed work schedule, the Consultant shall pay to Employer, liquidated damages, and not as penalty, an amount worked out at the rate of 1% (one per cent) of total contract value as awarded per week or part thereof. However, the total liability of the consultant under this clause shall not exceed 10% (Ten Percent) of the Contract Values as awarded.

**9.0** **LIABILITY OF THE CONSULTANT**

9.1 Any defect or inadequacy appear in the study carried out and report submitted by the Consultant prior to the date of final acceptance of the work by the Owner, the Consultant shall perform at its own initiative and free of any cost to Employer, all such services as shall be necessary to remedy the said defect or inadequacy.

9.2 The Consultant shall be further liable for the consequence of errors and omissions arising from the gross negligence on its part or on the part of its employees or associates or experts to the extent of the total contract value of this contract.

**10.0** **PATENT**

10.1 The Consultant shall hold harmless and indemnify the client from and against loss, damage and expenses arising from any claim for infringement of patent, copy right, design and other such rights in existence or to be granted on an application published prior to the completion of this Consultancy with respect to or arising out of the sue or supply of design, or any work in accordance with the designs, drawings or specifications furnished, approved or recommended by the consultant.

10.2 The Consultant shall promptly notify the client in writing if the Consultant has or has acquired knowledge of any patent under which a claim or suit for infringement could reasonably be brought because of the use by the client of any information, recommendation or specifications, services rendered by the Consultant.

10.3 The Consultant, in such case, shall forthwith at its own cost make and furnish to the client alternative designs, drawings, specifications or recommendations to avoid the same and without putting the Client to additional cost.

**11.0** **SETTLEMENT OF DISPUTE**

11.1 Except as otherwise specifically provided in the Contract all disputes concerning questions of fact arising under the Contract shall be decided by the Engineer subject to a written appeal by the Consultant to the Engineer, whose decision shall be final to the parties hereto.

11.2 Any disputes or difference including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.

11.3 If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration as provided in **ARBITRATION** clause.

**12.0** **ARBITRATION**

12.1In the event of any question, dispute or difference arising out of or in connection with this consultancy work, whether during the progress of the work or after its completion, abandonment or breach of contract, the same shall be referred for arbitration, for which purpose the Owner and the Consultant shall nominate one Arbitrator each. These Arbitrators shall appoint an Umpire not later than one month from the latest date of their respective appointment. The arbitration shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act 1996, the rules framed hereunder and any statutory modifications thereof. The costs of reference and arbitration award shall be payable by the parties to the extent and in a manner as may be determined by the Arbitrators or the Umpire.

12.2 Notwithstanding the above, in case the contractor is a Central Public Sector Enterprise (CPSE)/Government Organization or Department then the dispute/ difference (other than those related to taxation matters) between the Employer and the Contractor shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 and DPE OM No. DPE-GM-05/0003/2019-FTS-10937 dated 20.02.2020. The decision through AMRCD will be final and binding on all the concerned.

12.3 Notwithstanding the existence of any dispute or difference and/or reference for the arbitration, the Consultant shall proceed with and continue without hindrance with the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the consultant shall not be withheld by the Client on account of such difference or arbitration proceedings unless such payment is subject matter of the arbitration.

12.4 The arbitrators may from time to time with consent of the parties enlarge the time, for making and publishing the award. The venue of arbitration shall be the registered office of Employer.

**13.0** **TERMINATION FOR DEFAULT AND CONVENIENCE:**

**13.1** **TERMINATION FOR DEFAULT:**

13.1.1The Owner may without prejudice to any other remedy for breach of contract, by written notice of default sent to the consultant, terminate the contract in whole or in part.

1. If the consultant fails to deliver any or all of the services within time period(s) specified in the contract or any extension thereof granted by the owner in writing.
2. If the consultant fails to perform any other obligation(s) under the contract or
3. If the consultant, in either of the above circumstances, does not cure its failure within a period of thirty (30) days after receipt of the default notice from the owner.

13.1.2 In the event the Owner terminates in whole or in part, pursuant to Para 13.1, the owner may get the services done, upon such terms and in such manner as it deems appropriate, similar to those not rendered, and the consultant shall be liable to the Owner for any excess costs for such similar services. However, the consultant shall continue performance of the contract to the extent not terminated.

**13.2 TERMINATION FOR CONVENIENCE:**

13.2.1 The Owner, may by written notice sent to the consultant, terminate the contact, in whole or in part, at any time for its convenience, the notice of termination shall specify that termination is for owner’s convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination become effective.

13.2.2 The studies/services that are completed and ready for final reporting within thirty (30) days after the consultant’s receipt of notice of termination shall be accepted by the Owner at contract terms and prices. For the remaining services, the Owner may elect,a) To have any portion completed and delivered at the contract terms and prices and/or.

b) To cancel the remainder and pay to the Consultant an agreed amount for partially completed services.

**14.0** **TERMINATION FOR INSOLVENCY**

14.1 The owner may at any time terminate the Contract by giving written notice to the Consultant, without compensation to the Consultant, if the Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Owner.

14.2 Upon termination of the contract at any time for whatever reason by Employer compensation shall be payable to the Consultant for all services performed satisfactorily until the date of termination. In addition, the Consultant will be paid for such of those items of work, which have been partially completed as per conditions stipulated under relevant clause. The Consultant shall provide available documentary evidences to this effect, acceptable to Employer.

14.3 Following issuance by Employer of a notice of termination and prior to the effective date of such termination, the Consultant shall:

1. Terminate performance of work in progress under the contract on the date and to the extent specified in the notice of termination.
2. Incur no further costs for services except as necessary to complete performance of any portion of the work under the contract not terminated by the said notice.
3. Terminate all outstanding orders, service contracts and sub-contracts to the extent that they relate to the performance of work terminated by the notice;
4. Transfer title and deliver to Employer in the manner, at the times and to the extent, if any, as directed by Employer, all completed or partially completed reports, designs, data, maps, plans, photographs, specifications, and commutations, etc. which, if the contract had been continued, would have been required to be furnished to Employer.

The termination of the contract shall not relieve the Consultant of its duties and liabilities as per the contract for the portion of the services performed prior to the effective date of termination.

**15.0** **GOVERNING LAWS**

This Consultancy work shall be governed by the Indian Laws for the time being in force and the Delhi Courts alone shall have the jurisdiction.

**16.0** **SUSPENSION OF THE OBLIGATION**

16.1 The obligations stipulated in this specification can only be suspended in the case of any particular item or work, in the event of Force Majeure as defined in clause 17.0 or as the result of an agreement between the parties.

16.2 In the event of Force Majeure, neither of the parties may be considered in default of its obligations under the terms of the Specifications.

**17.0** **FORCE MAJEURE**

17.1 Force Majeure is hereby defined as any cause which is beyond the control of the Consultant or Central Transmission Utility of India Ltd. as the case may be, which they could not have foreseen and which substantially affect the performance of contract such as:

* 1. Natural Phenomena including but not limited to floods, draughts, earthquakes and epidemics.
  2. Acts of any government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, embargoes, etc.

Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cause.

17.2 Firm or the owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Firm performance of their obligations has been delayed for other causes.

**18.0** **HANDLING OF DOCUMENTS**

18.1All plans, design calculations, studies, data, maps, drawings and specifications prepared by the consultant in connection with the services to be provided by the Consultant shall be the property of the Owner, as when required or upon termination of the Contract, the aforesaid documents, prepared specifically for this Study (including originals), shall be handed over to the Owner before final acceptance or thereafter.

18.2 The consultant shall take all necessary steps to ensure confidential handling of all matters pertaining to plans, designs, drawings, specifications, methods and any other information developed or acquired by him from Employer under terms of the Contract or in performance thereof.

18.3 The consultant shall not prepare articles or photographs for publication or speeches or presentations about the work and /or site and/or plant, contracts and installation in which Employer has an interest without prior written consent of.

18.4 The consultant shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that the Indian Official Secrets Act, 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such work(s) under the contract.

**19.0** **ABANDONMENT OF WORK**

19.1If any work included in the scope of Bidding documents to be done by the consultant is abandoned or suspended for any cause or reasons, which cannot be attributed to the consultant, payment, shall be made on a pro-rata basis for the work actually done and as decided by the owner.

**20.0** **SUB-CONTRACT**

Sub-contracting of the assignment will not be allowed. The appointed Consultant shall be solely responsible for all the required final deliverables.

**21.0** **LIMITATION OF LIABILITES**

21.1 Employer shall in no way be responsible for any liabilities arising out of the Consultant’s contractual obligation with the Consultant’s personnel, experts, engineers, Sub-contractors, licensors, collaborators, venders, or subsidiaries.

21.2 The Consultant and Employer both agree that each shall assume full risk of damages of injury to its own properties, employees and representatives caused by any act or omission to act by their respective employees or representatives, during the performance.

**22.0** **CHANGES/ADDITIONS/DELETIONS**

22.1 Employer shall have the right to request in writing additions or changes in the scope of services to be performed by the Consultant. If in the Consultant’s opinion, any such additions or changes affect the completion schedule or the fee, Employer will be advised accordingly and the same shall be mutually settled. However, the consultant shall continue to carry out the work pending till final settlement if any.

22.2 Employer reserves the right to delete any item/s or part thereof from the scope of services to be performed by the Consultant. For such purposes Employer shall give to the Consultant a notice in writing on receipt of which the Consultant shall take necessary steps as may be directed by Employer and shall stop incurring any expenditure and performing services in connection with the item/s of work so deleted.

22.3 The corresponding fee for the deleted item(s) of work will be arrive based on the fee identified in the Contract and shall be deducted from the fee payable to the Consultant under the Contract. The Consultant, however, shall be entitled for the compensation of the amount of work and services already performed in connection with item(s) deleted from the scope, at a mutually acceptable fee.

**23.0** **NO WAIVERS**

If Owner, in any instance, does not insist upon strict performance of any of the terms of the assignment, it shall not be construed as a waiver or relinquishment in the future till the assignment is in force and shall not relieve Consultant of any of its responsibilities under the assignment.

**24.0** **INSTRUCTIONS AND NOTICES**

24.1 All notices to be given on behalf of Employer and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-Charge.

24.2 All instructions, notices and communications, etc., shall be given in writing and if sent by registered / speed post to the last known place of business of the consultant, shall be deemed to have been served on the dates when in the ordinary course of post these would have been delivered to him.

**25.0** **BANKRUPTCY**

25.1 If the Consultant shall become bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, Employer shall be at liberty:

1. To terminate the assignment forthwith without any notice in writing to the Consultant or to the liquidator or receiver or to any person in whom the consultant may become vested.
2. To give such liquidator receiver or other person the option of carrying out the consultancy assignment subject to their providing a guarantee for the due and faithful performance of the assignment up to an amount to be determined by Employer.

**26.0** **PROGRESS REPORT**

26.1 The Consultant shall prepare and submit to Employer weekly progress report showing the progress and status of the `Works being performed by him including such materials as charts, networks and photograph (if any) as per the directives of Employer. Draft formats of progress reports shall be enclosed by the Consultant with the offer.

26.2 It is understood that submission of such reports and reviews thereof by Employer shall not be deemed to absolve the Consultant of his responsibility of timely completion of the Assignment as per the time schedule indicated herein.

26.3 The Contractor will submit progress report for all the works/ studies/ survey, every fortnight as per the format mutually agreed upon.

**27.0** **METHODOLOGY OF EXECUTION OF ASSIGNMENT**

27.1 Consultant shall clearly bring out in their bid their organization chart and the methodology they want to follow of successful execution of the assignment. Consultant along with the organization chart shall indicate the names of key persons proposed to be deployed for each activity of the project and their bio data. They shall also indicate separately the works they intent to carryout in their office and estimated Man days. Consultant shall also bring out in his bid number of visits to site of the key personnel they envisage under the assignment.

27.2 Regular review meetings will be held every fortnight in Employer’s Office and progress of work will be reviewed. The engineering co-ordination and consultant co-ordination procedure will be discussed and decided separately during the pre-award stage.

**28.0** **CORRESPONDENCE AND CONTRACT COORDINATION PROCEDURE**

28.1 All correspondence during the pre-award stage and during execution of the contract shall be made as per following procedure: -

28.2 On all technical matters pertaining to execution of the contract as per specification in the consultant shall directly interact with the Engineer-in-Charge.

28.3 All Correspondence from Owner the Consultant shall be made with the full time Coordinator to be identified by the Consultant and the agreed by the Owner

**29.0** **INSPECTION OF SITE BY CONSULTANT**

The Consultant shall inspect and examine the site and its surroundings and shall satisfy himself as to the form and nature of the site, the quantities and nature of work and the equipment / materials necessary information as to risks, contingencies, and other circumstances, which may influence or affect his tender, before bidding.

**30.0** **MANPOWER DEPLOYMENT**

The Consultant shall deploy task force of well qualified and experienced engineering /science executive and draftsmen for this work. The manpower proposed to be deployed for this task shall be guaranteed by the Consultant in his offer both discipline-wise and category wise (for Engineers / Scientists and draftsmen) required for completion of service included under the scope of the specification. The Consultant shall depute a senior level executive to act as fulltime overall coordinator and focal point for all interactions with Employer throughout the entire period of consultancy assignment. The bio-data of the Engineering / Scientific personnel proposed to be included in the Task Force Should be enclosed with the offer. The task force so proposed is subject to the approval of the Owner. The owner may ask for suitable substitution of Engineers/Scientists in place of the proposed ones, if it so desires.

**31.0** **LIST OF EQUIPMENT / INSTRUMENTS**

31.1 The Bidder shall provide a schedule of instruments / equipment available with it and/or with its collaborators (s)/ laboratories, which are intended to be used for each area of study separately. Further, the Bidder shall provide the list of equipment proposed to be deployed for the study.

31.2 Employer shall not make any additional payment for any type of equipment / accessories required by the consultant for this package or for any other purpose.

**32.0** **CO-ORDINATION PROCEDURE**

The Consultant shall propose in its offer the detailed co-ordination procedure with the owner for performing the services. The system to be adopted shall provide control and continuity of all functions. Owner’s participation in the major decisions shall be essential to the extent desired by the owner. The coordination procedure and schedules of coordination review meeting between the Owner and the Consultant shall be mutually discussed and finalized before award of the contract.

**33.0** **COLLABORATION**

The Consultant will be required to furnish the details its collaboration arrangement with various laboratories, institutions and other organizations along with consent letters from the collaborators categorically agreeing to carry out the assignment till the completion of the study. Such consent letter must contain a declaration that the consent given by the collaborator is irrevocable till successful completion of the assignment. The proposal will also precisely outline the responsibilities and task to be undertaken by the collaborator (s). The consent letters from the collaborators shall be enclosed with the Bid.

**34.0** **ASSOCIATION OF CENTRAL TRANSMISSION UTILITY OF INDIA LTD.**

Employer may depute its Engineer / Representative to be present during the entire course of studies or any part thereof. The Engineer/authorized representatives will have to be provided necessary information when asked for. He may further monitor the field and laboratory activities, and supervise the finalization of the documents. The engineers will also discuss results of studies and may suggest different cases to be studied. The Consultant shall provide all facilities for Employer Engineers / Representatives to have fruitful participation in the work. The Consultant will submit all study results draft sections / documents to the EIC for his approval and the final document will be prepared after incorporating changes / modifications / additions / alterations suggested by the EIC.

**35.0** **UNITS & INDIAN STANDARDS / CODES / REGULATIONS**

Indian Standards, codes and regulations, wherever applicable, shall be adopted and adhered to by the Consultant. In case of such Indian standards / codes / regulations being not available in particular areas, applicable and accepted International standards shall be followed.

**36.0** **OWNER`S RIGHT**

Owner reserves the right for the following:

1. Rejection of any or all offers without assigning any reason whatsoever.
2. Rejection of any offer which is incomplete with regard to the required information of scope of work.
3. Review of the work performed by the Consultant either himself or through another Consultant separately appointed by him and ask for any clarification and changes / modifications to the work performed by the Consultant. Such changes shall be mutually discussed and agreed upon between the Owner and Consultant in his work without any cost and liability to the Owner and without any dilution of the responsibility of the consultant.

**37.0** **TRAVEL EXPENSES**

The travel expenses incurred by the Consultant’s personnel for journeys to site or Employer’s Office or anywhere in connection with the study under Scope of this Specification will be borne by the Consultant and the owner will not take any responsibility whatsoever on this account

**38.0** **ACCESS TO Consultant’s OFFICE / WORK SITE**

The authorized representative (s) of Employer shall be provided access to the Consultant’s and/or its Associates premises or to the work site at any reasonable time during the currency of this work for expediting, inspection & checking of the progress of the Consultant’s work.

-----End of Section-IV: General Conditions of Contract----