AGREEMENT FOR CONSULTANCY SERVICES

This agreement made at Mumbai on __________________________ day of ____________________________ between the 
Engineering Projects (India) Limited (EPI), having its Registered Office at Core-3, Scope Complex, 7 
Institutional Area, Lodhi Road, New Delhi – 110 003 (hereinafter referred to as the “EPI” which 
expression shall include its successor and assigns) of one part and M/s ________________________________ (hereinafter called the ‘Associate Consultant’) which 
expression shall, unless repugnant to the context or meaning thereof, include their respective heirs, 
executors, administrators and assigns of the other part.

WHEREAS, EPI, has been appointed as Execution Agency and has been retained as agent by 
_________________________________________________________for the work pertaining to 
_________________________________________________________ (hereinafter referred to as the “Project”).

Now therefore, this agreement witnesses that the said M/s ________________________________, are hereby 
appointed as associate consultant for rendering consultancy services to EPI for the aforesaid 
project on the terms and conditions hereinafter mentioned.

Now this agreement witness as under:

2.0.0 Scope of Work

DETAILED SCOPE OF WORK AS PER ANNEXURE – A AND TENDER DOCUMENTS OF NMDC LTD, TECHNICAL SPECIFICATION, DRAWINGS OF INTER PLANT PIPELINE AND GAS MIXING & BOOSTING STATION (PACKAGE NO. 20)

In consideration of the fees hereby agreed to be paid to Associate Consultant, the Associate Consultant shall faithfully, expeditiously, economically and honestly perform the following service:

2.1.0 Undertaking site visits to collect details/data/information required for planning purpose, holding necessary discussion with the Client and EPI and obtaining requirements of project and attending meetings at site of work or EPI’s Office, Client’s Office as and when required by EPI.

2.1.1 To prepare necessary documents to enable EPI to submit the tender in line with the Client requirement.

2.1.2 Based on available DPR and interaction with EPI/ Client and Tender documents of Client submission of detailed BOQ and cost estimates indicating sizes and specifications to be adopted for various materials/ equipment/services/ facilities etc. and getting necessary approval from client.

2.1.3 Preparation and submission of necessary Design, Drawings, Bill of Materials and approval from client and statutory bodies wherever required in connection with approval from client and Statutory Bodies including internal & external services.
2.1.4 Preparation and submission of detailed structural designs drawings, fabrication and erection drawings and detailed bar bending schedule (if required by EPI field units/client) based on approved drawings suitable for construction and release to site including getting approvals from client wherever required.

2.1.5 Preparation and submission of detailed bills of quantities, detailed estimate including preparation and submission of detailed take off calculation sheets, analysis of rates and tender documents for all works covered under clauses 2.1.2, 2.1.3, 2.1.4 including issue of necessary drawings for the purposes of submission of tender including giving necessary advice (if required).

Consultant will provide market rate justification of each item of bill of quantity on the basis of market rate/analysis as per EPI’s requirement.

2.1.6 Carrying out all modifications/deletions/additions/alteration in design/drawings/documents as required by client and EPI for proper execution of works at site till completion and handing over of the project to the client.

2.1.7 Periodic supervision of works to ensure adherence on the part of the contractor’s execution of work as per detailed drawings and specifications, including sorting out problems and issue of necessary clarification at site including preparation of additional drawings and details for proper execution for work at site.

2.1.8 Preparation and submission of drawings and documents for the projects as required and acceptable to client including getting necessary completion certificates, from statutory bodies.

3.0.0 Payment of Consultancy Fees

For the consultancy % (…… percent only)
Services as per scope of the completion cost of works for which in the agreement. Associate Consultant has tendered the services and as paid to EPI by client or final estimated cost of the works, whichever is lower, (excluding on EPI's agency charges, Service tax, Contingencies, in both the cases).

4.0 MODE OF PAYMENT

The payment terms shall be on mutually agreed basis as per billing schedule, approval of drawings, etc. to be decided after award of work.

EPI shall release running payments on pro-rata basis for various stages depending upon extent of their completion and decision of EPI in this regard shall be final.

5.0.0 TERMS AND CONDITIONS

5.1.1 The Associate Consultant shall furnish performance guarantee on the proforma of EPI from a scheduled/nationalized bank to the extent of 5% of the value of total consultancy fees of Associate Consultant within 7 days of the signing of this Agreement. This bank guarantee shall remain valid till execution of work and handing over all works of the project to client by EPI. In case Associate Consultant does not provide performance bank guarantee, an amount of 5% of the value of total consultancy fees shall be deducted from
initial payments for various stages @ of 50% of due payment till total deduction on this account reaches 5% of total value of consultancy fees.

5.1.2 5% of the fees payable to Associate Consultant shall be retained from the Running bills as ‘Retention Money’ in addition to the performance guarantee and the performance guarantee shall be released after completion of the project and retention money after the defect liability period to the Associate Consultant.

5.1.3 The payment of stage 4.1.0 (upon award of works) shall be released after Associate consultant furnishes bank guarantee of equivalent amount from a scheduled / nationalised bank on the Proforma of EPI. This bank guarantee shall be initially valid for six months and shall be released after substantial completion of stage as agreed mutually.

5.1.4 Payment of running bills shall be made to the Associate Consultant based on the contract value at which work is awarded by EPI to contractor or approved estimated cost (excluding EPI's agency charges, Service Tax, contingencies), whichever is lower. The present estimated cost is Rs lakhs (The value of work awarded to the contractor is not known as the work has not yet been awarded).

No fees or expenses shall be payable to the Associate Consultant in case work is not awarded to EPI by client due to any reasons whatsoever.

The Associate Consultant shall have no claim on EPI in case release of money is delayed by client or project is not sanctioned to EPI.

5.1.5 The final fees payable to the consultant shall be determined on the basis given in para 3.0.0 and difference, if any, in the fees payable and already paid at various stages shall be adjusted at the last stage of the payment given under para / clause 4.0.0 or on receipt of approval from client / instruction whichever is earlier.

5.1.6 The Associate Consultant undertakes to design, redesign, modify and make changes in the design, drawings, details, vetting of shop drawings etc., any number of times, till they are finally approved by EPI/Client and as required for completion, trial run, defect liability period and handing over of the project to client, within the fees agreed by the Associate Consultant in para 3.0.0 and nothing extra shall be payable to Associate Consultant in this regard.

5.1.7 PAYMENT TOWARDS VISITS

All expenses for visits performed by the associate Consultant in connection with planning, designing, detailing, obtaining approval from client/ EPI/ Statutory bodies till the stage of approval of “Good for Construction drawings” and additional 10 (Ten) visits to during construction and completion stage of work are included in the fees of Associate Consultant mentioned in Para 3.0.0 and nothing extra beyond the agreed fees is payable among to them.

However, for any visit beyond 10 visits as above to if required by EPI (for which necessary permission shall be given in writing) during the execution of the project, the Associate Consultant shall be reimbursed by EPI (over and above the consultancy fees) at the rates given below.
a) For Proprietor, Directors, Sr. Architects and Sr. Structural Engineers or other equivalent officers of this cadre of consultant, actual economy class airfare / taxi fare plus Rs. 5000.00 (Rupees Five Thousand only) per day for the duration of stay (to cover expenses on boarding, lodging and other incidental expenses).

b) FOR JUNIOR STAFF

Actual first class rail fare or bus fare plus Rs. 2500.00 (Rupees two thousand five hundred only) per day for the duration of stay (to cover expenses on boarding, lodging and other incidental expenses).

All visits of Associate Consultant shall be with prior written approval of EPI.

5.1.8 The Associate Consultant shall prepare necessary models & walk through presentation, if required, in connection with approvals of scheme prepared by them from client / statutory bodies etc. The cost of model & walk through presentation is not included in fees mentioned in para 3.0.0 and shall be paid extra by EPI on actuals.

5.1.9 If at anytime after award / start of work, the client decides to abandon or reduce the scope of work for any reason whatsoever and hence not requires the whole or any part of the works to be carried out, EPI shall give notice in writing to this effect to the Consultant and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.

5.1.10 The Associate Consultant shall supply free of charge to EPI, the following documents.

i) Six numbers of copies of project report referred in clause 2.1.2.

ii) Six sets of preliminary drawings, measurement sheets and estimates to be submitted to client.

iii) Six sets of complete detailed design calculations (structural and other services) including supply of drawings incorporating subsequent modifications / revision, if any.

iv) Six sets of each of all working drawings for Civil, Structural, Public Health, Electrical, Mechanical, Fabrication, Erection and all services and works (good for construction drawings), based on the approved drawings including supply of drawings incorporating modifications / revision, if any.

v) Six sets of detailed estimates and rate analysis of all works.

vi) Adequate number of additional design, drawings and other documents needed for proper execution of works.

vii) Six sets of completion drawings and detailed documents.

In addition, associate consultant shall give to **soft copies all above document** for client / EPI's reference and record.
5.1.11 The Associate Consultant will be required to give a “Time Schedule” in consultation with EPI for timely completion of consultancy works within two weeks of issuance of LOI and this time schedule shall be deemed to form part of this agreement. The consultant shall complete the said works within this agreed time schedule. No extension of time for completing the same shall be made owing to any variations made in the works by the orders of the client, unless the client in consequences of such variations extends the time allowed to EPI for the completion of the works, in which case EPI may extend the time for completion under this agreement for a period not greater than the time allowed to EPI for the completion of the whole works.

5.1.12 All design and drawing shall be the property of EPI and the name & LOGO of EPI shall be predominantly displayed on all the drawings and documents as “Prime Contractor”. The originals of approved completion drawings be on good quality re-producible on tracing paper. The proprietary rights of design shall remain with EPI.

5.1.13 The Associate Consultant shall be fully responsible for evolving safe, economic, technically sound and correct design and shall ensure that the planning and designing of the work is carried out based on relevant latest ISI codes and Specifications and Scope of work as given by Client, legislation, other relevant bye-laws and good engineering practices. The Associate Consultant shall guarantee the structural stability and performance of all the structures, conveyances system and services after completion. The bill of quantities and specifications shall be as per standard norms as desired by EPI and / or client.

5.1.14 The Consultant will give undertaking that all drawings, design, specifications, plans, estimates and other documents will be prepared and furnished to suit the particular local conditions of the site in the most economical manner. The Associate Consultant will work out economic design and adopt specification as given in the tender documents. At any stage during the progress of execution of the work, if any defect is noticed in the drawings, designs, specifications, plans, estimates or other documents, the consultant shall provide free of cost to EPI fresh designs / drawings / specifications / estimates and other documents within a period of the seven days from the date of notice issued by EPI in this regard.

5.1.15 While providing consultancy services, the Associate Consultant shall ensure that there is no infringement of any patent or design rights and he shall be fully responsible for consequence / any actions due to any such infringement. Associate Consultant shall keep EPI indemnified all the times and shall bear the losses suffered by EPI in this regard.

5.1.16 The statutory deduction of income tax, or other taxes / dues shall be made from the payment released to Associate Consultant from time to time and same are deemed to be included in the Associate Consultants fees and nothing extra shall be payable to associate consultant in this regard. However, the service tax and cess thereon only as applicable on consultancy fees shall be reimbursed to Associate Consultant over the fees mentioned in para 3.0.0 on submission of proof of depositing the same with Statutory Authorities.
5.1.17 The Associate Consultant shall get the pipe, structural design checked & vetted from reputed technical Institute / College viz any NIT, IIT, CBRI, SERI, Govt. Engineering College, Engineering College of State / Central Universities before issuing the structural drawing for execution. All costs related to checking / vetting shall be borne by the Associate Consultant and is deemed to be included in the fees mentioned in para 3.0.0. However, the checking of design and drawings of the Associate Consultant by technical institutes as above shall not absolve the responsibility of the Associate Consultant.

5.1.19 This agreement may be terminated at any time by EPI upon one month’s notice in writing being given to Associate Consultant, if the Associate Consultant’s work is not found to be satisfactory according to the terms of the agreement. In case the agreement is terminated on account of Associate Consultant’s work not being satisfactory, EPI will get the work done at the risk and cost of the consultant.

5.2.1 PENALTY

In case the Associate Consultant fails to complete the work within the contract period or extended period mentioned in clause 5.1.11 above owing to reasons attributable to Associate Consultant, liquidated damages @ 1% per week of the total fees subject to a maximum of 10% of the total fees payable shall be levied on the Associate consultant. EPI shall be entitled to deduct such damages from the dues that may be payable to the Associate Consultant.

5.2.2 FORCE MAJEURE CLAUSE

EPI will not be responsible for any delay / stoppage of work due to force majeure conditions like natural calamities, civil disturbances, strikes, war etc. and losses suffered, if any, by the consultant on this account. EPI shall not be liable in any way to bear such losses and no compensation of any kind whatsoever will be payable by EPI to the Associate consultant.

6.0 JURISDICTION

The Courts in Mumbai alone will have jurisdiction to deal with matters arising from the contract, to the exclusion of all other courts.

In witness whereof this agreement has been executed between the parties hereto by their authorized officers in duplicate the day and the year first above written.

For and on behalf of For and on behalf of

ENGINEERING PROJECTS (INDIA) LTD.,

WITNESSES: WITNESSES: