AGREEMENT FOR ARCHITECTURAL ENGINEERING SERVICES

This agreement made at Kolkata on .................. day of ........... 2014 between the Engineering Projects (India) Limited (EPI), having its Registered Office at Core-3, Scope Complex, 7 Institutional area, Lodhi Road, New Delhi – 110003 (hereinafter referred to as the “EPI” which expression shall include it's successor and assigns) of one / part and M/s ................................................................. a firm having it's office at ........................................... (hereinafter called the “Associate Consultant”) which expression shall, unless repugnant to the context of 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 ......................... at ................. (here in after referred to as the Project)

Now therefore, this agreement witness 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 herein after mentioned.

.................................................. shall be referred as client in this agreement.

Now this agreement witness as under:

2.0.0 Scope of Work

Construction of Dairy Plant in Dehri-on-sone and Ice cream plant at Patna :

Preparation of preliminary drawings with estimates of the proposed construction with alternatives. On finalization of the scheme/concept plan/ final drawing may be prepared and necessary approval of NIT/IIT to be obtained, detailed working drawings, architectural drawings, detailed estimates/BOQ’s/drafts tender documents indicating technical specifications, structural designs and drawings working details of all internal services. Any other services for making the buildings complete and functional, covering the followings:

i) Preparation of preliminary sketches and detailed working architectural and structural drawings, obtaining approval of local body and supplying adequate number of sets.

ii) Carrying out site survey and soil Investigation work.

iii) Preparation of structural designs and drawings including all internal services like sanitary obtaining approval of drawings from the Client/EPI. The Structural Designs shall be got proof checked from a reputable Govt. Institution like NIT, IIT or equivalent as applicable
and a certificate shall be submitted to that effect at their own cost regarding safe design including earthquake resistance as per relevant zone.

iv) Preparation of detailed estimate/BOQ and details of measurement (take-off sheets).

v) Planning & Designing of –

   a) Roads, paths, hard park, culverts and storm waters drains including final disposal arrangements of storm water and development of ground.
   b) External electrical etc. as required.
   c) Water supply scheme including obtaining water from the source over Head water tank, pumping station etc. complete as required.
   d) Any other services required to make the buildings and services functional.

vi) Undertaking site visit to collect details/data/information required for planning purpose holding necessary discussion with the client and EPI and obtaining requirement of project and attending meetings at site of work or EPI’s office, client office as and when required by EPI.

VII) Collection of all data and preparation of environment impact assessment report and getting EIA clearance of the project from concerned authorities of state and central govt. as required.

3.0.0 Payment of Consultancy Fees

PAYMENT OF Consultancy services as per scope in the agreement. 

4.0.0 Payment Mode

4.1.1 On submission and approval of detailed Architectural Drawings. (Elevation/Sectional Drg.etc) 20 %

4.1.2 On submission and approval of detailed Structural Design/drawings 20%

4.1.3 On submission and approval of External Electrical drawing and Report etc. 10%

4.1.4 On submission and approval of Internal & External Water Supply and Sanitary Plumbing Drags. acceptable to Concerned authority. 10%

4.1.5 On submission of Roads, Pathway, Culvert, hand path Strom Water Drain including final disposal arrangement, area development, and Hard 10%

4.1.6 On submission of BOQ with Estimated cost for 15%
tendering within forty five days of issue of LOI : 15% 

4.1.7 On submission of “As Made Drawings” (06 sets) :  

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Total : 100% 

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 to 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 / nationalized 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 2.1.7. In case payment of stage 4.1.0 is not drawn due to non-furnishing of bank guarantee, the same shall be released along with the substantial completion of stage 2.1.7 (Payment clause 4.1.3).

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 around ` 20 crores (Rupees Twenty Crores Only).

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, Proof Consultant and 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 All expenses for visit perform by the associate consult in connection with planning designing detailing,
obtaining approval from client/ Epil/ Statutory bodies till the stage of approval of (good for Construction Drawing ) and Site visit, as and when desired by the EPI/Client for quality control or for any other purposes such as rendering advice for any problems of the site and other services considered necessary for making various buildings complete and functional etc. are to be performed within the quoted rate.

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. 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 actual.

5.1.9 If at any time 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 2.0
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 Architectural 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.
Viii) six sets of report on site survey and soil Investigation work

In addition, associate consultant shall give two 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 Consultant”. 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 CPWD, State PWD, Specification, latest ISI code of practice, legislation, other relevant by
laws and good engineering practices. The associate consultant shall guarantee the structural stability
and performances of all the structures, conveyances system and services after completion. The bill of
quantities and specification shall be as per MOST, CPWD, EPI, COMFED Norms as desired by EPI and/
or by client. No changes/deviations shall be permissible without obtaining written approval of the
EPI/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 so as to ensure that the estimate approved by client at initial
stages is not exceeded on completion of work. 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. The consultant shall also indemnify EPI
for losses due to such defective drawings / designs / specifications / estimates / other
documents supplied by the consultant subject to a maximum of the consultancy fees.

5.1.15 The Associate Consultant shall ensure at detailed design stage that the project is completed
within approved project cost and the actual quantities of works executed at site based on
details / drawings given by the Associate Consultant.

However the above guarantee by associated consultant on quantity variations of 3% is on the
understanding that basic parameter as consider by associate consultant during the preliminary
project report stage remains unchanged. In case there is a major change in basic parameters,
which could affect the quantities, the Associate Consultant will revise the design and find
ways and means of completing the project within the cost as approved by the client at the
sanction stage. Final decision in this matter will be taken as per discussions between EPI and
Associate Consultant at that stage. Nothing extra shall be payable to the Associate Consultants
in this regard and same is deemed to be included within the fee agreed by Associate
Consultant in para 3.0.0.

5.1.16 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.

5.1.17 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.

5.1.18 The Associate Consultant shall get the structural design checked & vetted from reputed
technical Institute / College viz any NIT / IIT 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 Kolkata will have jurisdiction to deal with matters arising from the contract, to the exclusion of all other courts.

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

7.0 SPECIAL CONDITIONS:

1. The rate shall be inclusive of complete consultancy services as described above to make the plant site complete and functional including all changes/modifications/revisions etc. required during execution of the work as per site condition etc.charges for vetting of drawings, incidental charges, whatsoever, during the entire period of the contract. Nothing extra shall be payable over the accepted rates.

2. The rate shall also be inclusive of the following:-

a) Submission of detailed drawings.
b) Visit to Client, Patna & Dehri-on-sone if required for approval or other purposes.
c) Visiting site to resolve architectural, design and construction problem, if any.
d) Preparation, submission of as-built drawings by one month on completion of works.
e) Getting the structural drawings vetted by the NIT/IIT (as stated earlier) and obtaining approval of drawings from the EPI/Client and statutory agencies.
f) Any other requirements of planning as may be entrusted by EPI/Client.
3. In addition to above, EPI’s General Conditions of Contract with it’s all amendment will also be applicable for this work. Income Tax as per rules will be deducted from each RA bill.

Work is to be completed as per time schedule and instruction from the date of the issue of this work order.

4. Time schedule.

The whole work in the scope shall be completed within 45 days except which shall be done immediately on completion of construction works.

The programme of submission of drawing of all the components shall be submitted within seven days from the date of issue of the work order. The final time schedule must be adhered to by Consultant or as may be directed to be submitted within 45 days from the date of approval of LOP.

5. Terms of payment :

Payment shall be released progressively on pro-rata basis against Broad Heads as mentioned in para 3.00

6. For any modification/ alterations in the above drawings as per Site/ Technical requirement, the same shall be included in the above scope of payment and no additional payment shall be admissible.

7. The estimated cost of the said work is around Rs. 20.00 crores and payment of consultancy charges/fees shall be on pro-rata basis as indicated at earlier.

8. The agency shall be liable for levy of liquidated damages @0.25% of its fees per week delay, subject to maximum 5% of its Agency fees in case of delay in preparation/ submission of drawings, estimates as indicated above.

9. The Agency charges shall be quoted/ filled up as per format enclosed in figures and in words legibly.

7.1.9 CONFIDENTIALITY

The agreement/contract shall be treated as confidential. If any details are required to be
disclosed by Consultant to others, the same shall be done only after taking prior consent of EPI.

For and on behalf of

M/s Engineering Projects (I) Ltd.

WITNESSES:

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