AGREEMENT FOR CONSULTANCY SERVICES

This agreement made at New Delhi 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 – 110 003 (hereinafter referred to as the “EPI” which expression shall include it's successor and assigns) of one / part and M/s ……………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………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project area or actual cost of non schedule items which are not covered by plinth area Rate and current DSR with updated cost index, the same shall be derived as per actual market cost, with prior approval/consent of EPI/Client

2.1.2 Preparation and submission of detailed 'Master Plan' of entire complex and obtaining necessary approvals from client and statutory bodies wherever required including preparation & submission of models, photographs and other documents required in connection with approval from client and Statutory Bodies wherever required.

2.1.3 Preparation and submission of preliminary drawings, designs, specifications and preliminary cost estimates for each and every building / structure/ equipment facilities etc. including internal& external services complete and including getting the necessary approvals from client and Statutory Bodies, wherever required.

2.1.4 Preparation and submission of drawings, specifications of buildings/structures including all other facilities as required by Statutory Bodies and getting their approval, if required. All statutory clearances/permissions/licenses required from different Government and civic bodies for implementation of the project shall be obtained by the Associate Consultant with necessary assistance from EPI/Client.

2.1.5.A Preparation and submission of detailed Architectural drawings, designs and specifications for building / structures/ equipment &facility etc. suitable for construction and releasing to site including getting necessary approval from client, wherever required.

2.1.5.B 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 Government, as required.

2.1.6 Wherever applicable, preparation and submission of detailed designs, drawings and documents pertaining to all interior decoration, furniture, furnishing and other similar services for buildings / structures suitable for construction and release at site including getting necessary approvals from client.

2.1.7 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 Architectural drawings for various buildings / structures complete, suitable for construction and release to site including getting approvals from client, wherever required.

2.1.8 Preparation and submission of detailed designs, drawings and documents for all internal utility services like plumbing, fire-fighting, electrification, fire detection, HVAC, lifts, telephones, PABX, public address system, communication networking, acoustics and other specialized service as per the requirements of the project suitable for construction and release to site including getting necessary approval from client, wherever required.

2.1.9 Preparation of designs, drawings and documents pertaining to external utility services like water supply, sewerage, storm water drainage, fire hydrant schemes, treatment plants for water and sewerage, water supply in-take arrangements, roads, street lighting, telephone system, substations, switch yards and other related schemes, landscaping, horticulture, arboriculture, street furniture, paths, boundary walls and any other specialized extra services as per project requirement suitable for construction
2.1.10 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 2.1.5.A, 2.1.5.B, 2.1.6 to 2.1.9 including issue of adequate number of tender documents along with necessary drawings for the purposes of inviting tender including giving necessary advice (if required) in deciding the award of work. Separate tender documents may be required to be submitted for different works as decided by EPI. The Associate Consultant will provide market rate justification of each item of bill of quantity on the pattern of CPWD market rate analysis / as per EPI’s requirement at the time of invitation of tender for each package by EPI.

2.1.11 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.

2.1.12 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 since inception to completion till handed over to client. Further, following minimum manpower is required to be deployed at site. Failing which, recovery shall be made as indicated therein,

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<thead>
<tr>
<th>Sl.no</th>
<th>Designation with min. Qualification</th>
<th>Post Qualification experience (Min)</th>
<th>Recovery rate per month in Rs. (Consolidated)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Project Manager (BE Civil)</td>
<td>7 yrs</td>
<td>60,000/-</td>
</tr>
<tr>
<td>2.</td>
<td>Architect (B Arch.)</td>
<td>3 yrs</td>
<td>25,000/-</td>
</tr>
</tbody>
</table>

Note: For additional manpower required if any, then supply rate shall be equivalent to recovery rate.

2.1.13 Preparation and submission of completion reports, completion 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 Services as per Scope in the agreement

4.0.0 Mode of Payment
On completion of work under clause

4.1.0 Advance on award of work 5% of total Consultancy fee (Upon signing of agreement and after receipt of initial advance from Principal Employer)

4.1.1 2.1.0 to 2.1.4 15% of total Consultancy Fee
4.1.2 2.1.5 A, 2.1.5B to 2.1.6 20%
<table>
<thead>
<tr>
<th>Stage</th>
<th>Percentage</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1.3 2.1.7</td>
<td>15%</td>
<td></td>
</tr>
<tr>
<td>4.1.4 2.1.8</td>
<td>10%</td>
<td>– do –</td>
</tr>
<tr>
<td>4.1.5 2.1.9</td>
<td>10%</td>
<td>– do –</td>
</tr>
<tr>
<td>4.1.6 2.1.10</td>
<td>5%</td>
<td>– do –</td>
</tr>
<tr>
<td>4.1.7 2.1.11 to 2.1.12</td>
<td>15%</td>
<td>– do –</td>
</tr>
<tr>
<td>4.1.8 2.1.13</td>
<td>5%</td>
<td>– do –</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
<td></td>
</tr>
</tbody>
</table>

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 from a scheduled/nationalized bank on the Performa of EPI 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 defect liability period. 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 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 Performa 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).

5.1.3 Payment of running bills shall be made to the Associate Consultant irrespective of contract value at which work is awarded by EPI to contractor or approved estimated cost. The present estimated cost is Rs. 32,500 Lakhs. Notwithstanding what is stated in para 3.0.0 and 4.0.0 above, the payment of fees to the Associate Consultant shall be released only after the financial sanction of project is received by EPI from client and money released by client to EPI against this project. 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.

5.1.4 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.

5.1.5 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.
5.1.6 **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’, 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.

5.1.7 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 included in fees mentioned in para 3.0.0 and nothing shall be paid extra by EPI.

5.1.8 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 on consequence of the foreclosure of the whole or part of the work.

5.1.9 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, measurements 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 subject to minimum 12 numbers of tender documents and drawings.

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

(viii) Six sets of completion drawings and detailed documents.

In addition, associate Consultant shall give two soft copies of all above document for Client / EPI’s reference and record.

5.1.10 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.

5.1.11 All design and drawings 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 reproducible on tracing paper. The proprietary rights of design shall remain with EPI.

5.1.12 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 codes of practices, 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 MOST, CPWD, EPI norms as desired by EPI and or / Client.

5.1.13 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 estimates approved by client at initial stages are not exceeded on completion of work. At any stage during the progress of the work, if any defect is noticed in the drawings, design, 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.

5.1.14 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 in details / drawings given by the Associate Consultant, should not exceed by 5% (three percent) of the quantities / cost given by him at preliminary project report stage on the basis of which the project cost is approved by the client. In case EPI has to incur extra expenses due to execution of extra quantities / additional work (not paid by client) to complete the project, the same shall be recovered from the Associate Consultant upto the extent of maximum 15% (fifteen percent) of total consultancy fees. Further, no bonus shall be payable to the Associated Consultant in case of saving in executed quantities as compared to quantities given at pre award stage.

However, the above guarantee by Associated Consultant on quantity variation of 5% is on the undertaking that basic parameters as considered by Associate Consultant during the preliminary project report stage remain 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 Consultants 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.

5.1.15 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 consequences / 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 structural design checked & vetted from reputed Technical Institute/College viz any NIT, IIT, CBRI, SERI, Govt. Engineering College, Engineering College of State/Central University 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 institute as above shall not absolve the responsibility of the Associate Consultant.

5.1.18 The 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.

6.0.0 **PENALTY**

In case of 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 as 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 and from any other amount available with EPI.

7.0.0 **FORCE MAJEUERE 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.

8.0.0 **ARBITRATION**
There shall be no Arbitration Clause for this contract except between Central Public Sector Undertakings inter se / Government of India Departments / Ministries as mentioned below:

**ARBITRATION BETWEEN CENTRAL PUBLIC SECTOR ENTERPRISES INTER SE / GOVERNMENT OF INDIA DEPARTMENTS/ MINISTRIES**

(i) In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the arbitration as per the instructions (Office Memorandums / Circulars) issued by Govt. of India from time to time with regard to arbitration between one Government Department and another, one Government Department and a Public Sector Enterprise and Public Sector Enterprise inter se.

(ii) Subject to any amendment that may be carried out by the Government of India from time to time, the procedure to be followed in the arbitration shall be as is contained in D.O. No. DPE/4(10)/2001-PMA-GL-I dated 22.01.2004 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India or any modification issued in this regard.

This agreement will be deemed to have been executed at Delhi and courts in Delhi / New Delhi alone will have the jurisdiction to entertain any matter arising out of this agreement.

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

For and on behalf of

M/s     M/s Engineering Projects (India) Ltd.

Witness     Witness

1.     1.

2.     2.
### FORM OF PRICE BID

<table>
<thead>
<tr>
<th>Description of work</th>
<th>Qty</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional fees for Consultancy, Design and Engineering Services for Scope of</td>
<td>Lot</td>
<td>…………% of (325 crore) of the Estimated cost of works for which associate Consultant has to render the services. The Fee shall be fixed and irrespective of completion cost of Project.</td>
</tr>
<tr>
<td>work and terms and conditions as specified in the tender document (Including</td>
<td></td>
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</tr>
<tr>
<td>Supervision)</td>
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Note: All Taxes and Duties including Service Tax shall be included in the Price Bid