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 ................................................................. a firm having its office at
(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 PMC by Centre for Development of Advance Computing, Pune for the work pertaining for Construction of partially completed building, Innovation Park of Centre for Development of Advance Computing (CDAC) at Pune Campus.
(hereinafter referred to as the “Project”).

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

Engineering Projects (India) Limited shall be referred to as “PMC” in this agreement.

Now this agreement witness as under:

2.0.0 Scope of Work

In consideration of the fees hereby agreed to be paid to Architectural Consultant, the Consultant shall faithfully, expeditiously, economically and honestly perform the following service for the scope of work:-
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 Based on available information and interaction with EPI/Client and submission of “Layout drawings / specifications to be adopted for various buildings/ Architectural/ services / interior works etc. and getting necessary approval from EPI/client.

2.1.2 Preparation and submission of detailed layout and plans 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 extra items with respect to BoQ including getting necessary approvals from client and Statutory Bodies wherever required.

2.1.4.A Preparation and submission of detailed Interior drawings, designs and specifications for interior works and cafeteria etc. for releasing to site including getting necessary approval form client wherever required.

2.1.4.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 and applicable.

2.1.5 Wherever applicable, preparation and submission of detailed designs, drawings and documents pertaining to all interior decoration, furniture, furnishing and release at site including getting necessary approvals from client.

2.1.6 Preparation, Submission of fabrication and erection drawings for cafeteria based on approved Architectural drawings with taking approval from EPI,CDAC and necessary sanctioning authority for NOC.
2.1.7 Preparation and submission of coordinated 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 services as per the requirements of the project suitable for construction and release to site including getting necessary approval from client, wherever required.

2.1.8 Preparation of coordinated drawings and documents pertaining to external utility services like water supply, sewerage, storm water drainage, fire hydrants 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, paths, boundary walls and any other specialized extra services as per project requirement suitable for construction and release to site including getting necessary approvals from client, wherever required.

2.1.9 Basis of design will be the items mentioned in BOQ prepared by client.

2.1.10 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.

2.1.11 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.

2.1.12 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 excluding service tax. Rs. ............ (to be filled upon signing of agreement).
4.0.0 Mode of Payment

On completion of work under clause

<table>
<thead>
<tr>
<th>4.1.1</th>
<th>Submission &amp; approval of conceptual design and Layout drawings</th>
<th>10%</th>
<th>On Prorata basis / floor plans</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1.2.</td>
<td>Approval of Layout drawings along with seating layout, floor plans, ceiling plans etc.</td>
<td>15%</td>
<td>On Prorata basis / floor plans</td>
</tr>
<tr>
<td>4.1.3.</td>
<td>Coordinated drawings</td>
<td>20%</td>
<td>On Prorata basis / floor plans</td>
</tr>
<tr>
<td>4.1.4.</td>
<td>Colour scheme drawings</td>
<td>10%</td>
<td>On total consultancy fee</td>
</tr>
<tr>
<td>4.1.5.</td>
<td>All required shop drawings</td>
<td>15%</td>
<td>On total consultancy fee</td>
</tr>
<tr>
<td>4.1.6.</td>
<td>Obtaining OC, CC, all NOCs</td>
<td>15%</td>
<td>Of total consultancy fee</td>
</tr>
<tr>
<td>4.1.7.</td>
<td>Handing over all work and As build drawings</td>
<td>10%</td>
<td>Of total consultancy fee</td>
</tr>
<tr>
<td>4.1.8.</td>
<td>Retention Money</td>
<td>5%</td>
<td>Of total consultancy fee</td>
</tr>
</tbody>
</table>

EPI shall release running payments on pro-rata basis for various stages depending upon extent of their completion and in this 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 of all works of the period 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. The retention money may be claimed by Associate consultant upon submission of BG in requisite format for the entire amount valid up to defect liability period.

5.1.3 Deleted

5.1.4 Payment of running bills shall be made to the Architectural Consultant as per Clause No.4.0.

5.1.5 The final fees payable to the consultant shall be determined on the basis given in para 4.0.0 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 4.0.0 and nothing extra shall be payable to Associate Consultant in this regard.

5.1.7 PAYMENT TOWARDS VISITS

The fee to be quoted shall be inclusive of all expenses of site visits including travelling, boarding and lodging and taxes. The consultant shall make at least two visits to site per month or more as required during the entire construction period (scheduled time in 15 months)
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 if required is to be included in fees and shall not be be paid extra by EPI on actual.

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) Deleted

ii) Six sets of preliminary drawings, measurement sheets and estimates, if any, to be submitted to client with modification/revisions if any.

iii) Deleted

iv) Six sets of each of all working drawings for Architectural interior, ceiling layouts (good for construction drawings), based on the approved drawings incorporating modifications / revision, if any.

v) Deleted

vi) Deleted

vii) Adequate number subject to minimum 6 numbers of tender documents and drawings.

viii) 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 one week 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 “PMC” and CDAC as “Client”. The originals of approved completion drawings be on good quality re-producible on tracing paper. The proprietary rights of design shall remain with EPI. Title block of drawings shall be provided to the successful bidder.

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 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, if any, shall be as per MOST, CPWD, EPI 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 so as to ensure that the estimate approved by client at initial stages are 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 that the project is completed within the given quantities of BOQ items. In case of variation from BOQ quantities, the same will have to be justified before implementation at site. Total BOQ of all the executed items vis-a-vis arranged quantities will be submitted prior to start of work.

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 on submission of proof of depositing the same with Statutory Authorities.

5.1.18 The Architectural Consultant shall get the structural design of cafeteria & other miscellaneous works 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. 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

M/s. ______________________________.

1. Signature  .....................

2. Name  .........................

3. Designation  ...................

M/s Engineering Projects (I) Ltd.

1. Signature  .........................

2. Name  ........................

3. Designation  .....................

**WITNESSES:**

1. Signature  .........................

2. Name  ........................

3. Address  ........................

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