AGREEMENT FOR CONSULTANCY SERVICES

This agreement made at Guwahati on ...................... day of ............ 2015 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 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 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 Ministry of Home Affairs, Government of India for the work pertaining to the Design & Engineering of RCC bridge with Collapsible grill in river spanning 70m wide, 10 m deep (approx) at GIN No.692, BP No. 2209-1RI to 2209-3RI, Brajendra Nagar village along the Indo-Bangladesh Border in the state of Tripura (herein 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.

Ministry of Home Affairs, Government of India shall be referred to as “Client” in this agreement.

Now this agreement witness as under:
1.0.0 **Scope of Work**

The details of works in the scope of this Agreement are as under:-

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Works</th>
<th>Locality</th>
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<tbody>
<tr>
<td>1.</td>
<td>Design &amp; Engineering of RCC bridge with Collapsible grill in river spanning 70m wide, 10 m deep (approx) at GIN No.692, BP No. 2209-1RI to 2209-3RI, Brajendra Nagar village along the Indo-Bangladesh Border in the state of Tripura</td>
<td>Brajendra Nagar, Tripura</td>
</tr>
</tbody>
</table>

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 pertaining to the works mentioned above.

2.1.0 **Inspection Report:**

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 **Report on survey and Alignment option:**

To prepare necessary alignment option after completion of detailed Topographical survey & Geotechnical investigation. Report shall be provided by EPI.

2.1.2 **DPR & Final Report:**

a. Preparation of various Architectural views, submission of the design alternatives for the conceptual design including that for the bridge including of cost saving in required detail and submission of final concept, design philosophy and the structural system including foundation for various components of the scheme. All notation, abbreviations and symbols used in the reports, documents shall be as per IRC: 71-1977.

b. Preparation and submission of Detailed Project Report (DPR) based on requirement of project and interaction with EPI / Client.

c. Submission of ‘cost estimates’ indicating specifications to be adopted for bridge / structures / Fencing on bridge deck and getting necessary approval from client.

d. Preparation of General Arrangement Drawings, while include plan, L-section and Cross–section, etc.

e. Preparation of 3D-animated presentation (walk though) of minimum 2 minutes duration of the projects.
2.1.3 Submission of the design alternatives for conceptual designs:

1. Preparation and submission of preliminary drawings, designs, specifications and preliminary cost estimates for bridge/ box culvert and fencing on bridge deck, other sub-structures including wing wall etc complete and including getting the necessary approvals from client and statutory bodies, wherever required.

2. Preparation and submission of construction program, method of construction sequence of construction activities, method statement for critical activities and salient technological features.

2.1.4A Preparation and submission of detailed Architectural / Structural drawings, designs and specifications for bridge/ structures suitable for construction and releasing to site including getting necessary approval from client, wherever required.

2.1.4B 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.

2.1.5 Preparation and submission of detailed structural designs drawings, fabrication and erection drawings and detailed bar bending schedule based on approved Architectural/ Structural drawings, complete, suitable for construction and release to site including getting approvals from client, wherever required.

2.1.6 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 2.1.4.A, 2.1.4.B & 2.1.5 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. Tender documents may be required to be submitted for 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 or latest guidelines/ circular of MOSRT & H and relevant publication of the Indian Roads Congress (IRC) and Bureau of Indian Standards (BIS)/ as per EPI’s requirement at the time of invitation of tender by EPI.

2.1.7 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.

2.1.8 Visit to site as and when required by EPI 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.

2.1.9 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)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Percentage</th>
</tr>
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<tbody>
<tr>
<td>4.1.1</td>
<td>2.1.0 to 2.1.2</td>
<td>25%</td>
</tr>
<tr>
<td>4.1.2</td>
<td>2.1.3</td>
<td>10%</td>
</tr>
<tr>
<td>4.1.3</td>
<td>2.1.4 A &amp; 2.1.4B</td>
<td>15%</td>
</tr>
<tr>
<td>4.1.4</td>
<td>2.1.5 &amp; 2.1.6</td>
<td>10%</td>
</tr>
<tr>
<td>4.1.5</td>
<td>2.1.7</td>
<td>10%</td>
</tr>
<tr>
<td>4.1.6</td>
<td>2.1.8</td>
<td>15%</td>
</tr>
<tr>
<td>4.1.7</td>
<td>2.1.9</td>
<td>10%</td>
</tr>
</tbody>
</table>

\[ \text{100\%} \]

In case certain works out of the works mentioned above (from Sl. no. 2.1.0 to 2.1.9 above) are not required to be executed, the amount due against it, will be paid to the Associate Consultant on constructed fencing on box culvert/ Bridge with Sluice iron grill and units getting ready for handing over to client.

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 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.

5.1.4 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 the 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.

5.1.5 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 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 5 (five) visits to various project sites, 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 3 (three) visits as above to various project sites, 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, Director, Sr. Architects and Sr. Structural Engineers or other equivalent officers of this cadre of Consultant, actual economy class airfare / taxi fare plus Rs. 3,000.00 (Rupees Three Thousand Only) per day for the duration of stay (to cover expenses on boarding, lodging and outer incidental expenses).
(b) For Junior Staff actual first class rail fare or bus fare plus Rs. 1,500.00 (Rupees One 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 is not included in fees mentioned in para 3.0.0 and shall be paid extra by EPI in 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 on 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, 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, 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 set of tender 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.
5.1.11 The associate Consultant will be required to submit the drawings and documents as per time schedule furnished below:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description / Stage</th>
<th>Time period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Completion of all the works covered under clauses 2.1.0 to 2.1.6</td>
<td>Thirty days from the date of firm order.</td>
</tr>
<tr>
<td>3</td>
<td>Completion of all the works covered under clauses 2.1.7 to 2.1.8 and submission of all the drawings and documents mentioned under clause 2.1.7 to 2.1.8</td>
<td>As and when required at site.</td>
</tr>
<tr>
<td>4</td>
<td>Completion of all the works covered under clauses 2.1.11 and submission of all the drawings and documents mentioned under clause 2.1.9.</td>
<td>As and when required at site.</td>
</tr>
</tbody>
</table>

The Consultant shall complete the above said works within the time schedule stated above. No extension of time for completing the above 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 work.

5.1.12 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.

5.1.13 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 shall be as per MOSRT & H, 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 Associated 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.

5.1.15 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 in details / drawings given by the Associate Consultant, should not exceed by
3% (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 up to 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 3% 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 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 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.

5.1.17 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, CBRI, SERI, Govt. 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 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.

**7.0.0 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.

**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 Guwahati 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 here to by their authorized officers in duplicate the day and the years first above written.

For and on behalf of

M/s Engineering Projects (India) Ltd.

Witness

For and on behalf of

M/s

Witness