1.0. **SCOPE OF WORK**

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 services:

1.1 Preparation and submission of detailed Architectural drawings, design calculations and specifications for overhead water tank / Structures etc. for construction and releasing to site including getting necessary approval from client wherever required.

1.2 Preparation and submission of detailed structural designs drawings, detailed bar bending schedule (if required by EPI field units/ client) based on approved Architectural drawings and getting approvals from client wherever require and making necessary changes as required on approval of client.

EPI shall provide soil investigation report of the project. As existing soil of project site is black cotton soil, therefore, the detailed design of foundation of over tank shall be based on pile foundation only.

The description of items to be included / incorporated in the detailed design is enclosed as annexure - I. The lump sum cost of overhead water tank is restricted to Rs. 1.28 crore.

1.3 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.

2.0 **PAYMENT OF CONSULTANCY FEES**

For the consultancy Services as per scope

......% (........... percent only) of the completion cost of works for which Associate Consultant has quoted the rates for Design Consultancy services. The quoted rate shall be inclusive of all taxes, applicable if any

3.0 **MODE OF PAYMENT**

On completion of work under clause

3.1 1.1 20% of Total consultancy fee
3.2 1.2 75% -do-
3.3 1.3 5% - do -

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.
4.0 TERMS AND CONDITIONS

4.1 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 Universities before issuing the structural drawing for approval from client/consultant. 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.

4.2 5% of the fees payable to Associate Consultant shall be retained from the Running bills as 'Retention Money' and shall be released after approval of design & drawing from Client.

4.3 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 and EPI's client as required for completion.

4.4 If at any time after award, 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 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.

4.5 The Associate Consultant shall supply free of charge to EPI, the following documents:

i) Six sets of complete detailed design calculations (structural and other services) including supply of drawing (Hard copy A1 size) and incorporating subsequent modifications / revision.

ii) Ten sets of each of all working drawings for Architectural Structural based on the approved drawings including supply of drawings(Hard copy A1 size) incorporating modifications / revision, if any.

iii) In addition, associate consultant shall give soft copies (2 nos. CD) of all above document for client/ EPI's reference and record.

4.6 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 "Contractor". The originals of approved completion drawings should be on good quality re-producible on tracing paper. The proprietary rights of design shall remain with EPI.

4.7 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.
4.8 While providing consultancy services, the Associate Consultant shall ensure that there is no infringement of any patent of 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.

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

4.10 This agreement may be terminated at any time by EPI 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.

4.11 In case rate quoted by two bidders are equal EPI will award the work to the party whose bid is assessed to be more responsive. Decision of EPI in this regard will be final and binding.

4.12 LIQUIDATED DAMAGES

In case the Associate Consultant fails to complete the work within the contract period or extended period mentioned in NIT 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.

4.13 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.

5.0 JURISDICTION

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