AGREEMENT FOR CONSULTANCY PROJECTS

This agreement made at Mumbai on ................................ day of.................................................. between the Engineering Projects (India) Limited (EPI), having its Western Regional Office at Mumbai (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 Contractor for the work pertaining to………............................................................ at................................................................. (hereinafter referred to as the “Project”).

Now therefore, this agreement witnesses 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 hereinafter mentioned.

.......................................................... shall be referred to as “Client” 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 Associate Consultant, the Associate Consultant shall faithfully, expeditiously, economically and honestly perform the following service:

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 To prepare necessary documents and to carry out detailed survey & soil investigation for the site of the project.

2.1.2 Based on available DPR (if available) and interaction with EPI/ Client and submission of “cost estimates” indicating specifications to be adopted for various buildings/ structures/ services / equipment facilities etc. and getting necessary approval from client.

2.1.3 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.

2.1.4 Deleted

2.1.5.A Preparation and submission of detailed Architectural drawings, designs and specifications for building/ Structures / equipments etc. for construction and releasing to site including getting necessary approval form 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
- BMS
- PABX
- Public Address System
- Communication
- Networking,
- Acoustic 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.

2.1.9 Preparation of designs 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
  - Switchyards 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 and release to site including getting necessary approvals from client, wherever required.

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 for all works covered under clauses 2.1.5A, 2.1.5B, 2.1.6 to 2.1.9 for the purposes of inviting tender including giving necessary advice (if required) in deciding the award of work. 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 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.

2.1.13 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. % (............. percent only) of the completion cost of works for which Associate Consultant has tendered the services and as paid to EPI by client .(excluding EPI's Profit and Overhead as per CPWD norms).
4.0.0 Mode of Payment

On completion of work under clause

4.1.0 Advance on award of work Nil Of Total Consultancy Fee

4.1.1 2.1.5A, 2.1.5B to 2.1.6
       15% - DO -
       - DO -
       - DO -

        2.1.7
       - DO -

        2.1.8
       - DO -

        2.1.9
       45% to be released on Prorata basis
       - DO -

        2.1.10
       - DO -

4.1.2

4.13 During Execution of work at site
       35% to be released on Prorata basis on work done at site.
       - DO -

        2.1.13
       - DO -

4.14
       5%
       - DO -

       100% - 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.

5.0.0 TERMS AND CONDITIONS

5.1.1 The Associate Consultant shall furnish performance guarantee on the proforma of EPI from a scheduled / nationalised bank to the extent of 5% of the value of total consultancy fee 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 fee 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 Payment of running bills shall be made to the Associate Consultant as per clause 4.0.0.

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.

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. Minimum one visit per month & maximum two visits per month.

5.1.7 The Associate Consultant shall prepare necessary models in connection with approvals of scheme prepared by them from client / statutory bodies etc.

5.1.8 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.

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

i) 3 sets of complete detailed design calculations (structural and other services) including supply of drawings incorporating subsequent modifications / revision, if any.

ii) 3 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.

iii) 3 sets of detailed estimates and rate analysis of all works.

iv) 3 sets of approved BOQ, Technical specification and drawings along with soft copy are to be submitted for floating tenders.

v) Adequate number of additional design, drawings and other documents needed for proper execution of works.
vi) 3 sets of completion drawings and detailed documents.

Viii) Associate consultant shall have to give to 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. This time schedule shall be in continuation to the time lines given in NIT. 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 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 be on good quality re-producible or 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 estimate approved 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.

5.1.14 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 on 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. 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 3% is on the understanding that basic parameters as considered 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.

5.1.15 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 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.

5.1.16 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 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.

5.1.18 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.

5.1.19 The Consultant has to take professional insurance premium to cover the risk of EPI due to error in estimation, making of BOQ by the Architect. This insurance is to be taken by the Architect on behalf of EPI.

5.2.1 PENALTY

In case the Associate Consultant fails to complete the work within the contract period or extended period mentioned in clause 5.1.10 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 For and on behalf of

M/s Engineering Projects (India) Ltd.

WITNESSES: WITNESSES: