AGREEMENT FOR CONSULTANCY SERVICES

This agreement made 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 registered 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 empanelled as an Agency by M/s Software Technology Parks of India (STPI) for the work of Renovation and Interior work in the 3rd floor, 4th floor and open terrace space measuring 14811 sqft for creation of state of art STPI facilities, Itanagar, Arunachal Pradesh (hereinafter referred to as the “Project”).

Now therefore, this agreement witnesses that the said M/s __________________, are hereby appointed as Associate Consultant for Design & Engineering Services to EPI for the aforesaid project on the terms and conditions herein after mentioned.

Software Technology Parks of India (STPI) shall be referred to as “Client” in this agreement.

Now this agreement witness as under:

1.0.0 Name of the Work
Consultancy, Design & Engineering Service for Renovation and Interior work in the 3rd floor, 4th floor and open terrace space measuring 14811 sqft for creation of state of art STPI facilities, Itanagar, Arunachal Pradesh
2.0.0 **Scope of Work**  
In consideration of the fees hereby agreed to be paid to Consultant, the Consultant shall faithfully, expeditiously, economically and honestly perform the following service for works listed in enclosed Annexure-A for an amount Rs. 2.00 Cr and for accompanying details.

2.1.0 Undertaking visits to collect details / data / information required for planning purpose, holding necessary discussion with the Client and EPI and obtaining requirements of the 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 to enable EPI to arrange soil geotechnical investigation for site of the project.

2.1.2 Preparation and submission of project report based on requirement of project and inspection with EPI / Client and submission of “cost estimates” indicating specifications to be adopted for various building/ structure/ services and getting the necessary approvals from client.

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

2.1.4A Preparation and submission of preliminary drawings, designs, specifications and preliminary cost estimates for each and every building / structure including internal services complete and including getting the necessary approvals from client and statutory bodies, wherever required.

2.1.4B Preparation and submission of drawings, designs, specifications for building / structure including all other facilities as required by statutory bodies and getting their approval, if required.

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

2.1.5B 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, whenever 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 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, 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 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 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 clarifications 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 Design & Engineering

........ % age of actual project cost

Service 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)

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<tr>
<th>4.1.1</th>
<th>For completion work under clause 2.1.0 to 2.1.4A</th>
<th>13%</th>
<th>of total Consultancy Fee</th>
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<tr>
<td>4.1.2</td>
<td>2.1.4B</td>
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<td>18%</td>
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<td>4.1.4</td>
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<td>4.1.10</td>
<td>2.1.13</td>
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100%

In case certain works at Sl. No. 2.1.0 to 2.1.11 are not required to be executed, the amount due against them will be paid to the Associate Consultant on constructed buildings 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 upon verification and certification. Associate Consultant’s bill/invoices by EPI 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 a proforma of EPI from a scheduled/ nationalized bank to the extent of 5% of the value 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 @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 expiry of 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 / nationalized 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. (Payment clause 4.1.3).

5.1.4 Payment of running bills shall be made to the Associate Consultant based on the contract value at which work is awarded by EPI to contractor or approved estimated cost (excluding EPI's agency charges, Taxes & duties contingencies), whichever is lower. The preliminary estimated cost is Rs.2.00 Cr. (The value of work awarded to the contractor is not known as the work has not yet been awarded).

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**: Not included in the fees and shall be paid at actual against documentary evidence.

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 number 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 construct 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 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 Consultant 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 above said works within this agreed time schedule. No extension of time for completing the same shall be made owing to any variations made in this 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.

5.1.11 All design and drawings shall be the property of EPI and the name of 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. All drawings shall be made in AutoCAD 2006 version or earlier.

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 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 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.

5.1.14 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 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 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 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.

5.1.15 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 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 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 5.1.10 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**

In the event of any dispute or difference whatsoever arising under the agreement or in connection there-with including any question relating to existence, meaning and interpretation of this agreement or any alleged breach thereof, the same shall be settled as far as possible by mutual discussions and consultation between consultant and EPI with reference to and in context of the agreement failing which the same will be referred to the Sole Arbitration of any arbitrator appointed by the Chairman-cum-Managing Director of Engineering Projects (India) Ltd, whose decision shall be final and binding on both the parties. The associate Consultant shall have no objection even if an employee of Engineering Projects (India) Ltd. is appointed as an arbitrator. Subject to as aforesaid the Arbitration and conciliation Act, 1996 and rules there under and any statutory modifications thereof for the time being in force shall apply to the arbitrator proceedings under these paras. It is clearly agreed that in every case where any appointed arbitrator refuses or vacates his office or neglect or refuses to act or become incapable of acting or dies, the vacancy shall be supplied by the Chairman-cum-Managing Director of EPI as aforesaid.
JURISDICTION

The courts in Guwahati 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 here to by their authorized officers in duplicate the day and the year’s first above written.

For and on behalf of

M/s……………………………

For and on behalf of

M/s. Engineering Projects (India) Ltd.

Witness

Witness