

(ORIGINAL)

CONTRACT AGREEMENT

FOR

DESIGN AND PROJECT MANAGEMENT CONSULTANCY SERVICES

FOR

**Construction of Fly over, Railway Over Bridge & River Bridge
(On Pawana River) at Kasarwadi Junction (Nashik Phata).**

BETWEEN



PIMPRI CHINCHWAD MUNICIPAL CORPORATION

Mumbai-Pune Road, Pimpri, Pune – 411 018.

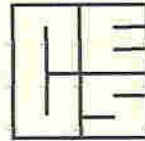
Ph. 020-27477777

Fax: 020-27479999

E-mail: pcmc@vsnl.com

Website : pcmcindia.org

AND



CONSULTING ENGINEERING SERVICES (INDIA) PRIVATE LIMITED

S. No. 39/1, Ganga Niwas, Plot No.53, Bharatkunj Soc.No.- II,
Erandwane, Pune – 411 038.

Telefax: 022- 25434626

E-mail: cespune@vsnl.com

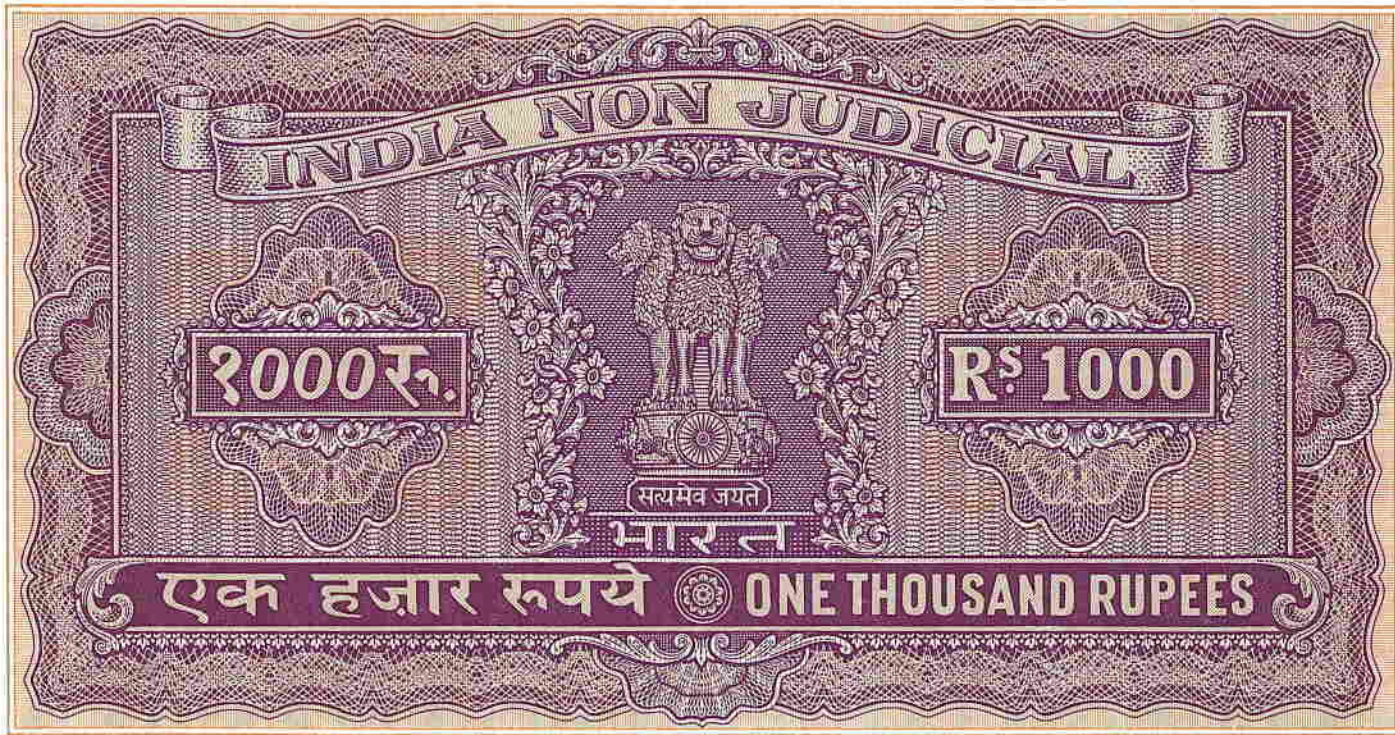
Website: cesinter.com

New Delhi

Mumbai

Kolkatta

Pune



महाराष्ट्र MAHARASHTRA

रजि. नं. 8206 दिनांक 24.6.05

रकम 1000/-

नाम Consulting Engineering

Services (I) Pvt Ltd.

पता Fremdlana, Pune-38

हस्ता म. Habbe.

सही

आर. एस. कंचिनकोटी

स्टॅम्प नॉडर

ला. नं. हवेली-४/६६/२००१

महाडकर चेंबर्स, मारुती मंदिर जवळ,

कर्णे रोड, कोथरुड, पुणे-४११ ०३८.

टेलीफॅक्स (ऑ) २५४५०३४५, ३०९१६५५९.

540669



AGREEMENT BETWEEN

"PIMPRI CHINCHWAD MUNICIPAL CORPORATION" (PCMC)

AND

"M/s. CONSULTING ENGINEERING SERVICES (INDIA) PRIVATE LIMITED"

23 JUN 2005

This Agreement made at Pune on the 1st day of sep. 05, between the "Pimpri Chinchwad Municipal Corporation" having its office at Pimpri, Pune - 411 018 (herein after called "the Client") which expression shall mean & include its successor or successor or succession and permitted assigns) of the one part.

AND

"M/s. Consulting Engineering Services (India) Private Limited" (CES): (hereinafter called "the Consultant") shall of the other part;

whereas the Client desires that certain Services should be performed by the Consultant, namely "THE PROJECT MANAGEMENT AND CONSULTANCY SERVICES FOR CONSTRUCTION OF FLY OVER, RAILWAY OVER BRIDGE & RIVER BRIDGE (ON PAWANA RIVER) AT KASARWADI JUNCTION (NASHIK PHATA)." with following included:



(Consultant)

Standing Committee Resolution No. 4715 Dated 27/11/2003 This agreement is made at Pimpri on 1st day of SEP. 2005 between Shri Eknath P. Ugile, CITY ENGINEER, for **Pimpri Chinchwad Municipal Corporation** (hereinafter called the Commissioner in which expression are included unless such inclusion is inconsistent with the context, his successor or successors for the time being holding the office of the Municipal Commissioner and in view of the powers delegated to the City Engineer vide his order no. Adm / 1 / WS / 282 / 92 dated 18/4/92 of the one part and **Shri V. G. Mulay, Consultant of M/s. Consulting Engineering Services (India) Pvt. Ltd.** (Hereinafter called "the **Consultant**") shall of the other part; whereas the client desires that certain services should be performed by the Consultant, viz.

1. Total station Survey of entire stretch of the Nashik Phata Jundtion (NH4) to cross Pavana River along with intersecting cross roads of suitable length.
2. Preparing General Arrangement Drawing of Flyover, ROB and River Bridge along with Services roads, cross Roads, Intersection Designs. Structural Design, Calculations, and Drawings in case of departmental designs.
3. Preparation of Detailed Estimate, specifications, for main F/o, ROB and River Bridge and for shifting of various infrastructural services etc.
4. Preparation of draft tender papers, printing required tender sets etc.
5. Evaluation of tenders.
6. Supervision of work.
7. Preparation of bill of quantities.
8. Post Tender Activity (PTA) – Bill checking, quality checking, certification, proof checking in case of contractor's own designs or preparing structural design and drawings for all components of the work in case of departmental designs.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the conditions of the Client / Consultants CONSULTANCY Agreement hereinafter referred to as "**CONSULTANCY AGREEMENT**".
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, namely :
 - a) The Conditions of Consultancy Agreement
 - b) The Appendices, namely

Appendix - A	Scope of Services
Appendix - B	Reports & Documents
Appendix - C	Personnel, Equipment
Appendix - D	Time Period and Fees Payable



(Consultant)

3. In consideration of the payments to be made by the Client to the Consultant as hereinafter mentioned in Clause 2 of the Consultancy Agreement read with **Appendix - D**, the consultant hereby agrees with the Client to perform the Services in conformity with the provisions of the Agreement.
4. The Client hereby agrees to pay the Consultant in consideration of the performance of the Services such amounts as may become payable under the provisions of the Agreement at the times and in the manner prescribed in the Consultancy Agreement.

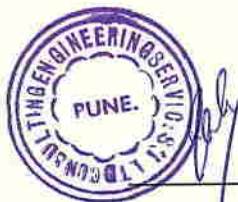
GENERAL CONDITIONS OF CONTRACT

1.0 General Provisions

1.1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Applicable Law" means the laws and any other instruments having the force of law in India (as they may be issued and in force from time to time);
- b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
- c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- d) "GC" means these General Conditions of Contract;
- e) "Government" means the Government of India, Government of Maharashtra;
- f) "Local currency" means Indian Rupees;
- g) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities;
- h) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; "Local Personnel" means such persons who at the time being so hired had their domicile inside India; and 'Key Personnel' mean the personnel referred to in Clause GC 4-2.
- i) "Party" means the Client or the Consultants as the case may be, and Parties means both of them;
- j) "Services" means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in **Appendix-A** here to;



(Consultant)

- k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- l) "Client", "Corporation", "PCMC" means Pimpri Chinchwad Municipal Corporation having its office located at Mumbai-Pune Road, Pimpri, Pune - 411 018
- m) "Sub-Consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7;
- n) "Third Party" means any person or entity other than the Government, the Client, the Consultants or a Sub-consultant.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the parties shall be governed by the Applicable Law of India and Maharashtra State.

1.4 Language

This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 Heading

The headings shall not limit, alter or affect the meaning of this Contract.

1.6 Notices/Correspondence

- 1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified below

Client :- Pimpri Chinchwad Municipal Corporation
Mumbai-Pune Road, Pimpri, Pune - 411 018
Tel. No - 7477777 Fax: 020-2749999

Consultant :- M/s Consulting Engineering Services (I) Pvt. Ltd.
39/1, Ganga Niwas, Plot No. 53, Bharatkunj - 2,
Erandwana, Pune - 411 038.
Telfax: 020-25434626 **E-mail:** cespune@vsnl.com



(Consultant)

1.6.2 A Party may change its address for notice hereunder by giving the other Party notice of such change to the other party.

1.7 Location

The Services shall be performed in Pimpri Chinchwad Municipal Corporation Area and at such locations as are specified in Appendix - A hereto, and where the location of a particular task is not so specified, at such locations elsewhere as the Client may approve.

1.8 Authority of Member in Charge

In case the Consultants consist of a joint venture of more than one entity, the Members shall authorise one of the entities to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.9 Authorised Representatives

Any action required or permitted to be taken, and document required or permitted to be executed, under this Contract by the Contract by the Client or the Consultants may be taken or executed by the officials authorized by PCMC and the Consultants.

1.10 Taxes and Duties

Unless otherwise specified, the Consultants shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions have been met.

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties, either Party may, by not less than four (4) weeks written notice to the other Party, declare this Contract to be null and void and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services

The Consultants shall being carrying out the Services at the end of Maximum 10 - day's period after the Effective Date.



(Consultant)

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the contract.

2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement representation, promise or agreement not set forth herein.

2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties and shall not be effective until the consent of the Employer, has been obtained. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other party.

2.7 Force Majeure

2.7.1 Definition

- a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, & includes but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both [A] take into account at the time of the conclusion of this Contract and [B] avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failures to make any payment required hereunder.

2.7.2 No Breach of Contract

This failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.



(Consultant)

2.7.3 Measures to be taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8.0 Suspension

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the Consultants to remedy such failure within the period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspensions.

2.9.0 Termination

2.9.1 Termination by the Client

The Client may, by not less than thirty (30) days written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in the paragraphs (a) through (f) of this Clause GC 2.9.1 terminate this Contract.



[Handwritten signature]

- a) If the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 herein above, within thirty (30) days of receipt of such notice of suspension or within such further period as the period as the Client may have subsequently approved in writing;
- b) If the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c) If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof;
- d) If the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- e) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 Termination by the Consultants

The Consultants may, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2, terminate this Contract.

- a) If the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach;
- c) If, as the result of Force Mejeure, the Consultants are unable to perform a material portion of the Services for a services for a period of not less than sixty (60) days; or
- d) If the Client fails to comply with any final decision reached as a result or arbitration pursuant to Clause GC.8 hereof.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GC 2.2 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:



[Handwritten Signature]

(Consultant)

- i) Such rights and obligations as may have accrued on the date of termination or expiration;
- ii) The obligation of confidentiality set forth in Clause GC 3.3 hereof;
- iii) Any right, which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clause 2.9.1 or 2.9.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by the Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clause GC 2.9.1 or GC 2.9.2 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client):

- i) Remuneration pursuant to Clause GC-6 hereof for Services satisfactorily performed prior to the effective date of termination;
- ii) Reimbursable expenditures pursuant to Clause GC-6 hereof for expenditures actually incurred prior to the effective date of termination; and
- iii) Except in the case of termination pursuant to paragraphs (a) through (d) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants personnel and their eligible dependents.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3.0 OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance



(Consultant)

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contractor or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with sub-consultants or Third Parties.

3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Consultants, as well as the Personnel and agents of the Consultants and Sub-Consultants, comply with the Applicable Law. The Client shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, respect such customs.

3.2 Conflict of Interests

3.2.1 Consultants not to benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultants sole remuneration in connection with this Contract or the Services and, subject to Clause GC 3.2.2 hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligation of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub-Consultants, as well as the Personnel and agent of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Consultants and Affiliates not to engage in certain Activities

The Consultants agree that, during the term of this contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than the services and any continuation thereof) for any project resulting from or closely related to the services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub-Consultants nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
- b) After the termination of this Contract, such other activities as may be specified in the contract.


(Consultant)

3.3 Confidentiality

The Consultants, their Sub-Consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Liability of the Consultants

Subject to additional provision, if any, set forth in the contract, the Consultants liability under this Contract shall be as provided by the Applicable Law.

3.5 Insurance to be taken out by the Consultants

The Consultants shall (i) take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified hereunder, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

- i) Third party motor vehicle liability in respect of motor vehicles operated by the consultants or their personnel or sub consultants.
- ii) Professional liability insurance, with a minimum coverage equal to the cost of this contract.
- iii) Employers liability and workers compensation insurance in respect of the personnel of the consultants, in accordance with the relevant provisions of the applicable law.

3.6 Accounting, Inspection and Auditing

The consultants (I) shall keep accurate and systematic accounts and records in respect of the services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and bases thereof (including the bases of the Consultant's representations referred to in the SC, and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration of termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.7 Consultant's Actions requiring Client's prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions.

- a) Entering into a sub contract for the performance of any part of the Services, it being understood (I) that the selection of the sub-consultant and the terms and conditions of the subcontract shall



(Consultant)

have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the sub-consultant and its Personnel pursuant to this contract; &

- b) Any other action that may be specified
- c) Taking any action under civil works contract for the project designating the consultant as Engineer in Charge for which action pursuant to such civil works contract the approval of the employer is required.

3.8 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix - B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix - D.

3.9 Documents prepared by the Consultants to be the Property of the Client

All plans, drawings, specifications, designs, reports, and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.10 Equipment and Materials furnished by the Client

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client, and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

4.0 CONSULTANT'S PERSONNEL

4.1 General

The Consultants shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4.2 Description of Personnel

The titles, job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each or the Consultant's Key Personnel shall be furnished by the Consultant to PCMC before commencement of work. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.



(Consultant)

4.3 Approval Of Personnel

In respect of Key Personnel, the Consultant propose to use in the carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data and (in the case of Key Personnel to be sued within the country of the Government) a copy of a satisfactory medical certificate. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of respect of such biographical data and (if applicable) such Key Personnel shall be deemed to have been approved by the Client.

4.4 Removal and / or Replacement of Personnel

- a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equipment a person of equivalent or better qualifications.
- b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged having committed a criminal action or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall at the Clients written request specifying the grounds therefore, forthwith provide as replacement a person with qualifications and experience accepted to the Client.

4.5 Resident Project Manager

- i) The consultants shall ensure that at all times during the Consultant's performance of the Services a Resident Engineer shall take charge of the performance of such services.
- ii) The consultant should submit CV'S of his staff, which he intends to deploy on site of work. The CV'S will be scrutinized by PCMC and as per the directives of PCMC, consultant will deploy the staff whose CV'S are acceptable to PCMC. During the contract period the consultant will not change such staff without prior approval of PCMC.
- iii) The consultant is responsible to monitor the progress of work in such a way that the work will be completed in stipulated contract period only.
- iv) In case of breach of above stipulated clauses PCMC reserves its right to modify or alter the total fee structure.

5.0 OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

Client shall use its best efforts to ensure that the client shall provide the Consultants, Sub-Consultants and Personnel with all requisite facilities pursuant to applicable law as shall be necessary to enable the Consultants, Sub-Consultants or Personnel to perform the Services.



(Consultant)

5.2 Access to Land

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any sub-Consultant or the Personnel of either of them.

5.3 Change In The Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the parties hereto.

5.4 Services, Facilities and Property of the Client

The Client shall make available to the consultants and the Personnel, for the purposes of the Services as and when so specified, the parties shall agreed on (i) any time extensions that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure in such Services, Facilities and property from other sources, and (iii) the additional payment, if any, to be made to the Consultants as a result thereof pursuant to clause GC 6.1 (c) hereinafter.

5.5 Payment

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such Payments and in such manner as is provided by clause GC 6 of this Contract.

6.0 PAYMENTS TO THE CONSULTANTS

6.1 Cost Estimate : Ceiling Amount

- a) An estimate for the cost of the Services payable in local currency is set forth in **Appendix - D**.
- b) Except as may be otherwise agreed under clause GC 2.6 and subject to clause GC 6.1(c) payments under this contract shall not exceed the ceiling specified in the Contract.
- c) Notwithstanding clause GC 6.1(b) hereof, if pursuant to clause GC 5.3, 5.4 to 5.6 hereto, the parties shall agree that additional payments



(Consultant)

in local and / or foreign currency as the case may be shall be made to Consultants in order to cover any necessary additional expenditure not envisaged in the cost estimates referred to in clause GC 6.1(a) above, the ceiling or ceilings as the case may be, set forth in clauses GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payments

All payments shall be made in Indian Rupees

6.3 Mode of Billing of Payment

Billing and Payments in respect of Services shall be made as stated in **Appendix - D.**

7.0 FAIRNESS AND GOOD FAITH

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this clause shall give rise to a dispute subject to arbitration in accordance with Clause 8 hereof.

8.0 SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

The Parties shall use their best effects to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.




(Consultant)

8.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement to The Commissioner, P. C. M. C.

In witness whereof the parties hereto have caused this agreement to be executed the day and year first before written in accordance with their respective laws.



SIGNED AND DELIVERED FOR AND ON BEHALF OF PIMPRI CHINCHWAD MUNICIPAL CORPORATION (PCMC).

Signature :  Name : M.S. Gaikwad
Accounts Officer
(P.C.M.C.)

Signature :  Name : R.P. Patil
Executive Engineer :
(P.C.M.C.)

Signature :  Name :
City Engineer :
(P.C.M.C.)


In the presence of

- 1) Name : Sachin S. Shete Signature : 
- 2) Name : Rajesh Kulkarni Signature : 

SIGNED AND DELIVERED FOR AND ON BEHALF OF M/s CONSULTING ENGINEERING SERVICES (INDIA) PRIVATE LIMITED.

1) Name : **Shri V.G. Mulay,** Signature : 

In the presence of

- 1) Name : **L. N. Sharma** Signature : 
- 2) Name : **Sanjay Nayak** Signature : 



APPENDIX - A

TERMS OF REFERENCE :-

PROJECT MANAGEMENT CONSULTANCY SERVICES FOR FLYOVER AT CHINCHWAD JUNCTION ON MUMBAI-PUNE ROAD.

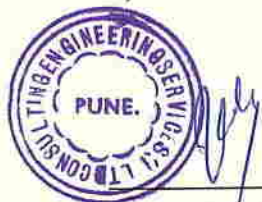
DESCRIPTION OF THE PROJECT

The project consists of The Project Management and Consultancy Services along with Proof Checking for or preparing structural design & drawings for all components of the work in case of departmental design.

CONSTRUCTION OF

The services to be provided as follows:

- 1) The consultant should bear in mind that the proposed work should be such that there would be a minimum disruption to existing traffic on roads connecting the site, during construction period.
- 2) The consultant must note that there are a number of utility services running along the existing road. Necessarily the scheme should be such as would involve minimum shifting of the utility service.
- 3) The Consultant shall render his services for field survey, planning, tendering including preparation of bill of quantities, Tender Documents and technical specifications. The consultant shall carry out structural design, detailed calculations and drawings in case of departmental design.
- 4) Immediately on Approval of the offer, the Consultant should furnish the general arrangement drawings accompanying his technical proposal.
- 5) It is expected that the consultant will furnish such proposal which will meet all the requirements like constraint of space, minimum disruption to traffic, ease in construction, minimum construction period which will be substantially cost effective. The consultant shall be prepared to work out alternatives if asked for. Preparation of various alternatives shall be considered as a part of the scheme and is considered as included under the fees payable to the consultants.
- 6) After preparing General Arrangement Drawing the consultant will prepare bill of quantities estimate, draw performance specifications for the contract and prepare Tender documents required for the invitations of bids for construction work.
- 7) The pretender activities of the consultant also include co-ordination with the local authorities to obtain various clearances to the project from the competent authorities.
- 8) The consultant shall attend opening of Tenders / offers.



(Consultant)

- 9) The Consultant shall assist the PCMC in preparing comparative statements, carry out assessment of bids, attend negotiations and also advise on acceptability or otherwise of a tender if and when called by the PCMC Authorities.
- 10) On receipt of final approval from the competent authority the Consultants shall arrange to draft letter of acceptance to be signed by the PCMC Authorities and take further necessary actions in accordance with the tender conditions.
- 11) The consultant shall arrange to get the contract Agreement executed from the successful tenderer in the prescribed format of the agreement. He will also arrange to prepare copies of the accepted tender including all annexure and Drawings.
- 12) The consultant shall whenever necessary update the Project Construction schedule for all activities of the Project including realistic activity sequences and duration, checking on allocation of labour and materials, approval of procured materials and ensuring delivery of products requiring long lead time and proof checking in case of contractors own designs.
- 13) The consultant shall exercise powers and authority as well as perform all the duties, liabilities, functions and obligations as "Engineer in Charge", except for the following for which the Engineer in Charge shall submit proposals for obtaining specific approval of the competent authority in PCMC, before taking any action.
 - a) Approving subletting of the work.
 - b) Granting claims to the agency.
 - c) Ordering suspension of the work.
 - d) Determining an extension of time.
 - e) Waiving off the penalty and arranging the repayment of compensation for delay.
 - f) Issuing a variation order.
 - g) Ordering any works / test beyond the scope of the contract.
 - h) Determining rates for the extra items / extra work.
 - i) Any variation in the contract condition.
- 15) The Team Leader shall visit the work site personally from time to time at least twice in a week for ascertaining that the work is being carried out satisfactorily and also for studying the problems on the spot and giving necessary clarifications / directions.



(Consultant)

- 16) The consultant shall engage and retain for the purpose adequate supervisory staff as agreed upto between the client and the consultant. The supervisory staff shall consist of skilled and experienced technical men and the consultant shall undertake to keep a qualified and experienced technical Resident / Site Engineer who shall always be in charge of the works and be available on the site until the project is completed.
- 17) The Resident Engineer available at site shall receive instruction on behalf of the consultants, which may be given from time to time either by the PCMC or the Inspection Officers duly authorized by PCMC.
- 18) The consultant shall ensure that all observations made during the periodic visits by the various inspecting officers about the quality of work are attended to by the contractor.
- 19) The consultant shall deploy staff, transport at the site of work for supervision and constant day to day technical supervision over the construction including checking layout, checking requirements of material and their procurement in time, checking their quality conforming to approved specifications and accepted standard. The consultant shall deploy such staff as is required keeping the quantity and quality of work to be executed.
- 20) The consultants shall provide and maintain at their cost, their own vehicles if required for use in connection with their assignment.
- 21) Any approval/concurrence by the client to consultant's instruction, preliminary or detailed engineering design, drawings and estimates shall in no way absolve the consultant to ensure sound construction and performance as per the specifications of the scheme as whole. The appointment of any engineering staff by the client at the site of the work shall not in any way diminish the responsibility of the consultants in this respect.
- 22) The consultant shall not have any objection to the client maintaining any civil engineering staff at its own cost at the site of works to carry out work and duties allotted to them by the client in respect of works at the site.
- 23) The Consultants shall scrutinize and shall certify that the work measured recommended for payment are fully consistent with the type, quality and specifications prescribed in the agreement entered into with the contractor(s). In the matter of approving such bills, the consultant shall confirm to the rules and instructions issued by the PCMC from time to time. The consultants shall be deemed to guarantee the correctness, scrutinized, checked or issued by them, as to the quality control of the work concerned.



(Consultant)

- 24) The consultant shall agree to supervision of the work and also for checking of measurements of hidden items to be done jointly by the consultant's staff in the presence of the contractor or his authorized representative. The consultants shall affix their signatures as a token of their check.
- 25) To prepare comprehensive checklist for each item of work and guidelines for quality control / quality operations. The quality management plan to be prepared by the contractors will include the following:

a)	Materials, Equipments, workmanship and end products	Type of tests and frequency at source & at site as applicable
b)	Degree of quality control Measures	Acceptability criteria as per tender specifications
c)	Quality Check	Rectification / corrective actions, surveillance review, technical appraisal, performance.
d)	Records, reporting & documentation	Formats for records keeping reporting and analyzing

- i. To formulate and implement management information / reporting formats, approval slips or pour cards prior to commencement of work perform report, financial forecast, data sheet register etc.
- ii. Checking the centering and shuttering and other temporary work propose to be erected by the contractor.
- iii. To check & approve all the items before commencement. For all the important items of work like concreting operation, the Consultant's engineer shall supervise the operation throughout.
- iv. To ensure that all the work is in line, level and verticality and the finishing are as per approved drawings.
- v. To develop a format of "workmanship index" in respect of all primary activity carried out for each item of work so that qualitative assessments of the project can be generated to facilitate acceptance criteria for reference and record.
- vi. Engineer in charge to attend the site inspection and meetings with the higher officers etc. whenever so requested.
- vii. To carry out joint principal inspection (detailed inspection) at the end of defect liability period and advising on remedial measure for defects, if any, discovered.
- viii. To submit monthly progress reports covering physical progress against targets, financial forecast, analysis of test results and suggestions for corrective actions, quality aspects completion with the tender specifications / provisions and suggestions for wiping out backlog if any. The progress report shall also include the Consultants inputs on the job for the period of reporting and any other observation.



(Consultant)

- 26) The Consultant would be responsible for checking the materials, workmanship and soundness of the structures keeping in view Quality Assurance (Q.A.) checks and safety standards. Consultant shall submit monthly progress reports as per the directions of the Client and should also submit recommendations in regards to extra items with supporting site records and also supervise field tests on materials structures etc. in accordance with predetermined schedules, The Consultant shall also ensure maintenance of adequate records for proper certification of bills of the work done for payment to contractors, including recommendations and extension applications, extra items variation statements, Quality and quantity to desired percentage checked for all bills etc. in forms prescribed by PCMC. The Consultant should also hold periodic review meeting with the PCMC and contractors and co-ordinate follow up actions. The Consultant should depute adequate and qualified staff for execution of project. The Consultant should maintain staff attendance register at site and shall be made available for inspection when requested by PCMC.
- 27) The consultant shall supervise during construction period of the assigned work, ensuring quality control in accordance with tender stipulations, specifications, drawings and site conditions. The quality control will be exercised at all stages of construction, viz. Approval of materials there of in proper proportion including prescribing norms for tests periodically and acceptability criteria and workmanship at all stages of execution of individual items of work.
- 28) The consultant shall ensure proper establishment of field laboratories by contractors, to conduct laboratory tests on materials for construction such as cement, steel, bricks etc. Essential gauges, instruments etc. should be arranged to be calibrated periodically. The consultants shall maintain necessary site records and obtain data in support of the same. The consultant shall ensure all field and laboratory tests on materials of construction as well as partially or completely erected structures etc. are carried out by contractors and maintain adequate records thereof.
- 29) The consultant shall suggest to client modifications if any, due to site conditions and advising regarding cost variations, on account of extra items and excesses on the contract.
- 30) The consultant shall ensure regular and timely flow of working drawing/instructions.
- 31) The consultant shall monitor the progress by using modern methods of control such as computerized CPM and submission of progress reports of work executed monthly. Both financial and physical progress reports with reference to prefixed targets will be prepared. Constant review of progress within prescribed time and cost parameters, will have to be done by the Project Manager who will also suggest improvements form time to time.



(Consultant)

- 32) The consultant shall undertake complete administration and management of contract till expiry of the defect liability period and payment of final dues to the Contractor.
- 33) The Consultant shall scrutinize "AS BUILT" drawings obtained from the contractor of all works carried out.
- 34) The consultant shall undertake preparation of Maintenance Manual in respect of contracted work and further advise the client by periodical inspection during the defects liability period on maintenance requirement, if any.
- 35) The consultant shall carry out verification to desired percentage of measurements of the final bill to be submitted by the Contractor, scrutiny and finalization of final bills, as per the terms and conditions of Contract Agreement and certificate for release of final payments by the PCMC.
- 36) The consultant shall advise the client with regards to extra claim / disputes, if any till the cases are settled. The consultant will also be require to brief the legal adviser/legal consultant of the client on cases pertaining to the work.
- 37) The Consultant shall render to the Client, every assistance, all technical services guidance or advise or any matter concerning the technical and engineering aspects of the project including periodical interaction and also through inviting experts on specific subjects with Clients prior approval.

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(Consultant)

APPENDIX - B

Reports and Documents

The consultant shall furnish to the PCMC following reports & documents. All reports and documents shall be in English.

- a) General arrangement drawing and survey details within 7 weeks after signing the Agreement.
- b) Estimates within 8 weeks after signing the Agreement.
- c) Tender Documents - within 10 weeks after signing the agreement
- d) Progress reports (5 copies) : The consultant shall submit monthly progress reports which shall include minutes of site meeting which the consultant has convened, to the PCMC commencing at the end of the month following the date of award of the contract for construction. After the issue of the completion certificate these reports shall be submitted at quarterly interval, until the end of maintenance period.
- e) Completion Report : The consultant shall submit a completion report at the time of final certification in 5 copies.

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(Consultant)

APPENDIX - C

The deployment of staff and the requirement is indicated as below:

Sr. No	Description	Frequency of visits	Qualification and experience	Task assigned
1	Team Leader / G. M. Projects	Twice a week	Graduate with experience more than 20 years	Guidance to Project Engineer, liaison with Client and attending review meeting
2	Project Engineer / Resident Engineer	Full Time	Graduate with experience of 8 to 10 years out of which 4 years should be relevant exp.	Overall control of site
3	Asst. Project Engineer / Asst. Resident Engineer	Full Time	Graduate / Diploma with experience of 8 to 10 years out of which 2 years should be relevant exp.	Quality Control and data processing
4	Traffic Engineer	If required	Graduate with 10 to 15 years	Responsible for arranging traffic blocks.
5	Legal Expert	As and when required	Sr. Advocate / Qualified Company Secretary Conversant with contracts	Advice on Legal Matters.
6	Accountant	As required at Head Office	6 to 8 years conversant with contracts and account billing	To maintain accounts in connection with works contractors bills etc.
7	Electrical Experts	Full time during electrical activities	15 to 20 years experience, conversant with Electrical works.	Supervision of Electrical Works.
8	Design and Drawing Experts	Full time at Head Office	Experience of 20 to 25 years	Design of all works, phasing etc. and liaisoning with PCMC for approvals.
9	Site supervisors (Nos. to be decided in consultation with PCMC)	Full time on site	Graduate with 2 to 5 yrs. Exp.	Overall construction supervision & monitoring

Note:

The above requirement is indicative only & adjustment should be made as per the requirement and speed of the work.



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APPENDIX - D

The total fees payable for pre tender and post tender activities are as under

1) PRE TENDER ACTIVITIES :

i) a) Topographical Survey with levels, exact location of infrastructural services like Telephone (BSNL, Reliance, Tata, Mobile service providers), Electrical(MSEB/PCMC), Water supply (MIDC/PCMC), drainage etc, D.P. provisions.	Rs. 1,10,000/-
b) Traffic Survey	Rs 45,000/-
ii) G.A.D, showing necessary shifting of various services listed above, L section, Cross section considering D.P. provisions and structural design, calculations, drawings, in case of departmental design.	Rs. 45,000/-
iii) Estimate & Bid Document for Flyover, ROB & Pavana River Bridge	
a) Bridges, roads, electrical, street lighting, shifting of services listed above and technical sanction and draft tender papers.	Rs. 1,50,000/-
b) Printing required copies of N.I.T., Assistance pre-bid meeting, tender opening / evaluation, comparative statement / recommendations.	Rs. 50,000/-
iv) Soil Investigation	Accepted D.S.R. + 15%

The percentage of fees will be initially worked out based on the Assessed Project Cost (APC) indicated by PCMC. These will be revised based on Estimated Project Cost (EPC) after preparation of BOQ estimates, based on Accepted Tender Cost (ATC) after issue of work order for construction and based on Actual Project Cost after completion, including variations / escalations after completion of works. Payment of consultancy fees will be regulated accordingly.

2. POST TENDER ACTIVITIES (CONSTRUCTION PERIOD IN MONTHS \pm 3 MONTHS)

Project Management Consultancy (PMC)	1.80% of the Actual project cost + 0.5 % for proof checking in case of contractors own design OR 1.80% of the actual project cost + 1% for preparing structural design and drawings for all components of the work in case of departmental design.
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Note:

- 1) In case of consultants own structural design (for B-1 / B-2 tender forms) 0.5% proof checking fees will be paid in pre tender activity.
- 2) All the above Fees shall be subjected to Service Tax as per prevalent government rules and regulations and the same shall be paid with every bill in addition to the fees paid above.



(Consultant)

2.1 Basic period of consultancy Services shall be period of contract from the date of commencement of services (Phasewise):

The fees payable per phase shall remain unchanged for the time period of ± 3 months i.e. if the work extends beyond period of contract but not to exceed period of contract + 3 months then the fees payable shall remain unchanged, PCMC shall not pay any extra fees. If the work gets completed before period of contract but after period of contract -3 months the fees stipulated shall remain unchanged and the Consultants will be paid full fees (Phasewise).

2.2 Fees Payable to the Consultants (Phasewise):

The consultant will be paid fees at the rate of 1.80% of the amount of the actual project cost for post-Tender activities (phasewise construction).

In addition to the above statutory Service Tax as per prevalent government rules and regulations shall be paid with every bill in addition to the fees paid above.

2.3 Fees Payable During Extended Period (Phasewise) per month:

$$\frac{1.80}{100} \times \frac{ACA}{CP} \times \frac{85}{100} \times 1.15$$

(ACA : Accepted Contract Amount, CP : Contract Period)

2.4.1 Rebate for earlier Completion (Phasewise):

In case the construction work gets completed in 'x' months (x being less than CP- 3) then the total rebate to be given by the Consultant shall be :

$$\frac{1.80}{100} \times \frac{ATA}{CP} \times (CP - 3 - x) \times \frac{20}{100}$$

(ATA: Accepted Tender Amount, CP: Contract Period)

2.4.2 Stages of Payments (Phasewise):

A) Stages of payments (phasewise during post-Tender construction activities) of the agreed fees for the Project Management Consultancy @ 1.8 % of Actual Project Cost shall be:

i)	On acceptance of offer / Award of work	10%
ii)	During execution of the work on a monthly basis spread over the stipulated period of construction i.e. period of contract. 60% of this payment will be released on equal monthly installments and 40% of the payment shall be released in proportion to the progress of construction work.	85%
iii)	During defect liability period on a three month basis over defect liability period at uniform rate.	05%



(Consultant)

B) Stages of proof checking of contractor's own design or Departmental design prepared by consultant.

i)	Finalization of foundation design	25%
ii)	Finalization of substructure design	25%
iii)	Finalization of superstructure design	25%
iv)	Finalization of all other drawings	25%

IN WITNESS the common seal of the corporation has been hereto affixed as provided by law and consulting engineers have hereunto set their respective hands and seals the day and year first above written.

SIGNED AND DELIVERED FOR AND ON BEHALF OF

Name: **V.G. Mulay**

Signature:



Witness no. 1 : **Deepak Jotawa** / L.N. SHARMA Signature:

Address : 39/1, Ganga Niwas, Bharatki Society No.2
Plot No 53, Erandawane Pune - 38

Witness no. 2 : **Sanjay Nayak**

Signature:

Address : 30/1, Ganga Niwas, Bharatki Society
No. 2, Plot 53, Erandawane, Pune - 38

Checked page no. 1 to 27

Accounts Officer: *[Signature]*
(P.C.M.C.)

Executive Engineer: *[Signature]*
(P.C.M.C.)

City Engineer: *[Signature]*
(P.C.M.C.)

The seal of the Corporation is affixed before us on

कार्यालय उपस्थित परीक्षा केंद्रों पर परीक्षा का आयोजन किया जा रहा है।
आवश्यक महसूस होने पर परीक्षा केंद्रों को सूचित किया जायेगा।



(Consultant)

(P.C.M.C.)