

22/10
नं. 2475 दिनांक 2010 कायासाठी
G.M. Salve
Indra Nagar. m/s
gmsalve

DN 855927

राजेंद्र गवई
मुद्रांक विक्रेता
परवाना क्र. 182, औरंगाबाद
Fortress Infrastructure Advisory Services
Address see above number

Agreement Bond

This deed of Agreement is made on this -----day of 2010.

1. AURANGABAD MUNICIPAL CORPORATION, through its, City Engineer
(Here in after called A.M.C)

(which expression shall unless it is repugnant to the context or meaning there of be deemed to and include its administrators, successors and assigns) of the ONE PART
AND

Fortress Infrastructure Advisory Services, A Division of Fortress Financial Services Limited (Fortress), having their registered office at 69. Daryanager House, Maharshi Karve Road, Marine Lines, Mumbai-2 hereinafter referred to as Consultant
(which expression shall unless it be repugnant to the context or meaning there of be deemed to means and include its successors and assigns) of the

OTHER PART AND WHEREAS

- i AMC intends to prepare Detailed project Reports for Redevelopment of Sewerage System of City (hereinafter collectively referred as "Projects") For Aurangabad City in line with guidelines issued by Maharashtra suvarna Jayanti Nagarothan Mahabhiyan (MSJNM) promulgate by Government of Maharashtra.
- ii Municipal Commissioner, AMC intends to appoint project Management Consultant and had invited tender on 20th may, 2010 for Appointment of consultants for project Development & Management for implementation of the projects.
- iii Fortress has submitted its bid to the Municipal Commissioner, Aurangabad Municipal Corporation, Aurangabad in response to above Tender Notice and the same has been accepted by the, AMCvideletterNo.O.No./MC/WardB&C/E&CC/2010/121 dated 11th june, 2010 and its Standing Committee Resolution No 37 dated 30th june,2010
- iv The parties with an intention of formalize the scope and terms of services have entered into this agreement on the terms and conditions as mentioned hereunder:

NOW THIS AGREEMENT WITNESSETH AND IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

AMC hereby appoints Fortress Infrastructure Advisory Services, a division of Fortress Financial Services Limited, Mumbai as Consultant for the projects to be developed by AMC on the following terms & conditions and

FORTRESS hereby accepts the said appointment on the following terms and conditions:

ARTICLE – 1: SCOPE OF SERVICES

A) Detailed project Report preparation & Bid

1. Project based requisite Survey including plane table, contour etc
2. Detailed Socio economic, Infrastructure, Technical Assessment,
3. Preparation of preliminary designs,
4. Preparation of detailed designs, Drawings & Estimates,
5. Preparation of Detailed project Report,
6. Coordination and obtaining all necessary clearance / approvals from appraisal / sanctioning bodies,
7. preparation of, Technical Specifications, Bill ofQuantities, Conditions of Contract and Bid Documents,
8. Preparation of Techno-commercial Bid Evaluation Reports and assistance in selection of contractor,
9. Assistance in preparation of project Agreements & work orders for appointment of contractor (s)

B) Project Management Services

1. Supervision and Quality checking of construction works to be carried out by the contractors appointed by the Client, except the direct labour supervision
2. Organize various meeting with Contractor & respective agencies
3. Organize drawing clarifications to Contractors. Organize the approval to the shop drawing, bar bending schedule etc., prepared by the Contractors / Sub Contractors.

4. Monitor the Quality of work executed by the contractor as per the specifications/ Tender provisions.

5. Checking and correcting, as required, of running account bills submitted by the contractors and certifying the same for payment by the client.

6. Monitor the contracted cost and expenses vis-à-vis the budget provisions, monitor high valued items, quantities.

7. preparation and submission of status / progress reports

8. On completion of checking and certification of final bills of all contractors, submission of Final project Report for future references.

ARTICLE -2 : PROFESSIONAL FEES WITH PAYMENT SCHEDULE

a) The professional Fees to be paid to Fortress shall be as follows:

Sr.No	Name of work / project	Consultancy Fees (in % of project cost)
1)	Redevelopment of Sewerage System of City	2.25% (Two point twenty Five percentage)

Taxes : Service Tax, as may be applicable from time to time, shall be charged extra on all payments under the contract.

b) Payment Schedule of professional Fees to be paid to Fortress shall be as per the provision of clause x page No 7 to 8 of the bid document

ARTICLE -3: GENERAL TERMS AND CONDITIONS

3.1 Fortress shall commence the work immediately on receipt of work Order for all / each of the components of the work and shall provide services as per the contracted scope of work. Fees to be payable to Fortress will be applicable as per the provisions of bid document

3.2 The Earnest Money Deposit (EMD) amount paid by the Fortress shall be continued as performance Security Deposit and shall only be released after obtaining the sanctions to the projects from the Competent Govt. Agencies.

3.3 A performance Security will be 5% of the Total payable amount to project Management consultant (PMC). This shall be deducted from the running Bills of PMC claimed during the execution stage of works and shall be released after 3 months of satisfactory completion of the project.

3.4 The performance Security Deposit shall be forfeited in case any terms and conditions of the Agreement are infringed or Fortress fails to complete the work as per the scope.

3.5 The period of appointment of Fortress will be for the duration of project or till the time when all the works are actually complete.

3.6 Municipal Commissioner, Aurangabad Municipal Corporation, Aurangabad shall provide the consultant all the relevant / appropriate information, studies done in the past as well as all data related to existing status including drawings, map and other relevant data as may be required and as available with a AMC.

3.7 Municipal Commissioner, Aurangabad Municipal Corporation, Aurangabad shall provide all necessary assistance and help in coordinating of the work.

- 3.8 For the purpose of calculation of Consultancy Fees on project cost basis where estimated project cost is not available, conventional thumb rule estimates as per the acceptable engineering / architectural practices shall be considered.
- 3.9 In the event of any extra work over and above the defined scope of services of the contract, consultants may be asked to carry out such extra work under the same terms and conditions. However, the additional fee for such work and payment terms shall be applicable as mutually agreed upon.
- 3.10 Five (05) Copies of Detailed project Report, Final tender Documents, power point presentations shall be submitted along with the final soft copy, as per the scope of this Assignment. Expenses towards printing of any additional copy of the Reports, Tender Documents, Drawing, presentations shall be born by AMC / or paid to Fortress as per actual if the additional copies are provided by the Fortress.
- 3.11 Fortress reserves the right to associate with any technical / Market consultants of their choice for facilitating the services in most appropriate manner. The fees to be paid to such third party consultant will be the responsibility of Fortress.
- 3.12 Fortress take the responsibility to seek the necessary approvals/ sanctions for DPR and obtaining the grants from various government agencies / competent authorities for AMC

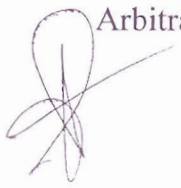
ARTICLE -4 : COPY RIGHT

4.1 All documents prepared by Fortress under this agreement shall be the property and copyright of Municipal Commissioner, Aurangabad Municipal Corporation, Aurangabad. Fortress shall not be entitled, either directly or indirectly to assign these documents or make the use of such documents for carrying out any work beyond the work to which the agreement relates, without the written permission of Municipal Commissioner, Aurangabad Municipalo Corporation, Aurangabad.

ARTICLE-5 :ARBITRATION AND JURISDICTION

5.1 Arbitration :

Any and all disputes, disagreements and controversies arising in any manner, which cannot be settled by mutual agreement between Municipal Commissioner, Aurangabad Municipal Corporation, Aurangabad and Fortress, shall be submitted to Arbitration. Each party shall nominate one Arbitrator and the two Arbitrators in turn shall nominate an Umpire. In case the two Arbitrators do not agree on any particular matter, the decision of the Umpire shall be taken as final and binding on the parties. The jurisdiction shall be Aurangabad. All other provisions of Arbitration Act, 1996 shall apply. Cost of Arbitration will be borne by the respective parties.



ARTICLE -6 : TERMINATION, SUSPENSION OR ABANDONMENT

- 6.1 The agreement shall stand terminated on the completion of all services by Fortress as per the scope mentioned in the agreement elsewhere as well as on payment of total fees by the client to the consultant. Municipal Commissioner, Aurangabad Municipal Corporation Aurangabad reserves the right to cancel the agreement or suspend the work, if the services are found to be unsatisfactory in line with the terms of Contract. If any loss is incurred due to termination of agreement AMC is not liable to pay expenses incurred by the company Fortress shall pay the compensation to AMC due to non – compliance of work if the AMC sustains.
- 6.2 If the project is suspended by the client for more than 30 consecutive days, Fortress shall be compensated for the services performed prior to the notice of such suspension and nothing additional is payable, after due verification by AMC
- 6.3 When the project is resumed, Fortress's compensation shall be adjusted to provide for the expenses incurred in interruption and resumption of the consultant's services, subject to such expenses being reasonable and acceptable after due verification to both the parties.

IN WITNESS THERE OF THE MUNICIPAL COMMISSIONER MUNICIPAL CORPORATION AURANGABAD AND FORTRESS

Signed for and on behalf
Municipal Commissioner, Aurangabad
Municipal Corporation Aurangabad

Fortress Infrastructure Advisory
Services (A Division of Fortress
Financial Services Limited) Mumbai

Authorized Representative

Date : -----

Place : -----

महेश नमिष्येता
महानगर पालिका, अ.रंगबाद.

Authorized Representative

Date : -----

Place : -----

A. S. Kumar
Director

Fortress Financial Svices Limited

In the presence of

- 1.
- 2.

Authorised Signatory

- 1.
- 2.



पालिका औरंगाबाद

दूरध्वनी क्र.(०२४०) २३३३५३६-४०, २३४८००१-०१ (PBX)

फॅक्स क्र. (०२४०) २३३१२१३

जा. क्र./मनपा/वॉर्ड ब व क/इवडबां/२०१०/ ३४२

दिनांक: २२ १० २०१०

कार्यादेश

प्रति,

मे.फोट्रीस इन्फ्रास्ट्रक्चर अॅडव्हायझरी सर्व्हिसेस,
दर्यानगर हाऊस, दुसरा मजला,
६९ महर्षी कर्वे रोड, मरीन लाईन,
मुंबई-४०००२.

विषय :- महाराष्ट्र सुवर्ण जयंती नगरोत्थान महाअभियान(एम.एस.जे.एन.एम)अंतर्गत
औरंगाबाद शहरातील मलनिःसारण व्यवस्था सुधारणा करणे साठी
विस्तृत प्रकल्प अहवाल (DPR)तयार करणे बाबत.

- संदर्भ :- १.जाहीर निविदा सुचना क्रं/मनपा/शअ/१११/१० दिनांक १२.०५.२०१०.
२. आपली निविदा दिनांक २०.०५.२०१०.
३.मा.स्थायी समिती, सभा ठराव क्रं.३७ दिनांक ३०.०८.२०१०.
४.मा.आयुक्त महोदय यांचे सोबत दिनांक २९.०९.२०१० नुसार वाटाघाटी नुसार.

महाशय,

उपरोक्त विषयांकीत प्रकरणी कळविण्यात येते की, आपण वरील कामासाठी भारतीय स्टेट बँक औरंगाबाद शाखेचा
धनाकर्ष क्रं.२१५२१८ दिनांक १८.५.२०१० नुसार रक्कम रुपये १.०० लक्ष ची अनामत रक्कमेची पुतंता केल्याप्रमाणे व संदर्भ क्रं.१.२
व ३ मधिल अटी व शर्ती नुसार विहित करारनाम्याची पुतंता केल्याप्रमाणे तसेच संदर्भ क्रं ४ नुसार मंजूर निविदा दराच्या वाटाघाटी
नुसार म्हणजेच एकुण प्रकल्प रक्कमेच्या २.२५ % + सेवा कर या दराने सदरील काम आपणास देण्यात आलेले असुन यासाठी
आपणास दोन माहिऱ्याची मुदत देण्यात येत आहे.

करीता आपण वरील योजनेचे काम सत्वर सुरु करणे साठी एम.एस.जे.एन.एम अंतर्गत नियुक्त नोडल ऑफिसर याच्या
विभागा कडुन कामाची पहाणी व सर्व आवश्यक तांत्रिक माहिती उपलब्ध करुन घ्यावी व शासन मंजुरी करीता सत्वर कामाचा
विस्तृत प्रकल्प अहवाल(DPR)तयार करुन निविदेतील अटी व शर्तीनुसार तयार करण्यात येणा-या विस्तृत प्रकल्प
अहवालास(DPR)शासना कडुन ५०%अनुदान व ५०-कर्ज मंजुर करुन औरंगाबाद महानगरपालिकेस अनुदान उपलब्ध करुन द्यावे
व वेळोवेळी केलेल्या कामाबाबतची माहिती विभागास उपलब्ध करुन द्यावी.

शहर अभियंता,
महानगरपालिका, औरंगाबाद.

प्रत -

१.मा.आयुक्त महोदय यांना माहितीस्तव सांवेदन्य सादर

२.नोडल ऑफिसर तथा उप अभियंता इमारती व उदयान बाधकाम (वॉर्ड व आणि क)श्री.अफसर सिटटीकी यांना प्रत देवुन
कळविण्यात येते की,सदरील कामाचे विस्तृत प्रकल्प अहवाल तयार करणे बाबत नियुक्त एजन्सी कडुन शासन निर्णयानुसार काम
करुन घ्यावे व वारासाठी सर्व तांत्रिक माहिती महानगरपालिकेच्या या योजनेशी संबंधित सर्व विभागाकडुन प्राप्त करुन घेवुन सर्व
उपलब्ध करुन द्यावी व केलेल्या कामाचा अनुपालन अहवाल वेळोवेळी विभागास सादर करावा.

Ms. doc no. 215/10/2010/342

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