

**AGREEMENT FOR EXECUTION OF WORKS IN TOURISM**  
**DEPARTMENT**

THIS AGREEMENT executed on this day the ...date.... Month, 20.....

BETWEEN

The Governor of Kerala represented by Department of Tourism, Government of Kerala, Office at Parkview, Palayam, Trivandrum, represented by its Director (hereinafter referred to as the Department which expression unless repugnant to the context shall mean and include its successors-in-interest, assignees, etc.) of the ONE PART. (1<sup>st</sup> party)

AND

M/s..... represented by it's..... (herein called as the Executing Agency/Accredited Agency/Consultant which expression shall, unless repugnant to the context or meaning thereof include the partners of the said firm, their respective heirs, executors, administrators and assigns) of the OTHER PART. (2<sup>nd</sup> Party)

WHEREAS:

- a) The Department being desirous of engaging M/s..... as its accredited agency for execution and project management for the ..... **(Project Name)** have approached M/s..... and requested them to accept the offer. The total project cost shall be nearly Rs...../- and the time of completion shall be ..... months.
- b) M/s..... has agree to accept the execution of the work based on an estimate prepared adopting current schedule of rates with adequate provision for all applicable taxes and statutory fees, as per relevant Government orders.
- c) The Consultant/Accredited Agency should be responsible for compliance of all statutory rules and regulations including preparing replies and responses to any legal or investigation procedures on all financial, planning and construction issues. This will include replies to

audit (including C & AG, Finance Inspection Wing, Vigilance Department and any other investigation agency)

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- I. The Department hereby agrees to engage M/s..... as its Accredited Agency and to avail its professional services for the “**Project Name**”.
- II. The Accredited Agency hereby agrees and undertakes to perform all the services, duties and responsibilities in the execution of work which are more specifically described in Appendix-I and II attached to this Agreement.
- III. The Department hereby agrees and undertakes that, in consideration of the services agreed to be rendered by the Accredited Agency it shall pay to the Accredited Agency the prescribed fees as detailed in Appendix-III attached to this Agreement.
- IV. The parties hereto agree that Appendices-I, II and III shall form an integral part of this Agreement and this Agreement together with Appendices-I, II and III shall constitute the contract between the parties.
- V. The parties here to agree that this Agreement along with its Appendices constitute the entire Agreement between the parties hereto and all previous correspondences, record notes and other documents except for the limited purpose of interpretation of any of the terms of this Agreement shall stand superseded by this Agreement.
- VI. This Agreement shall ensure to the benefit of and be binding on the parties hereto and shall not be assignable to any party without the prior written consent of the other party.
- VII. Notices and other communication required or called for under this Agreement shall be in writing in the English language and may be given by telex, telecopy, fax etc. or may be transmitted by postage prepaid in which event it shall be deemed to have been delivered upon mailing.

VIII. The Department reserves the right to cancel/terminate the agreement on the ground of any breaches of agreement conditions by the 2<sup>nd</sup> party in which case the entire loss/damage caused to the 1<sup>st</sup> party on arrangement of balance work at the risk and cost of the agency will be recovered from the Accredited Agency and further penalty will be imposed if required by the appropriate authority. However if the breach is caused by the contractors engaged by the Accredited Agency for execution, the Accredited Agency will be responsible and have the right to recover the losses and damage from them and remitted to the Department and the contractor may be debarred by the Accredited Agency, from taking up works of Tourism Department for a period not less than one year

In the case of the Department, such communications shall be addressed to:

The Directorate of Tourism,  
Park View, Palayam,  
Trivandrum

In the case of the Accredited Agency, Such communications shall be addressed to:

M/s.....  
Address.

Or to the attention of such other individual or to such other address as the parties may give in advance to the other in writing.

All communications or notices if given or sent by telegram, telephone, telex, fax or verbal communication shall be confirmed in writing.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their respective offices and to affix the common seal in the presence of the following witnesses on the day and year first above written.

Signed and delivered for and on  
Behalf of the Department of  
Tourism, Park View, Palayam,  
Trivandrum by its Director

Signed and delivered for and on  
on behalf of M/s....., by its  
Authorized Signatory

In the presence of  
Witnesses

1.

2.

In the presence of  
Witnesses

1.

2.

## **VIII. SCOPE AND RESPONSIBILITIES OF CONSULTANCY SERVICES**

### **Part I**

#### **a. Preliminary Works**

The Accredited Agency shall tender/arrange the works only after getting possession of the work site after ensuring all necessary approvals, permissions from the stipulated authorities concerned to start the work. The Accredited Agency shall prepare initial project concepts, conceptual drawings, and estimate based on current schedule of rates with adequate provision for all applicable taxes and statutory fees for the.....to be undertaken by the Department of Tourism for administrative approval as per the time schedule provided in the Appendix 1(A).

On receipt of Administrative sanction prepare the structural designs and also detailed estimate adopting rates as mentioned in previous para. In the same time all drawings and estimates for various services such as Plumbing, Sanitary, Electrical, Fire fighting, HVAC etc. as applicable may be prepared along with detailed estimate with rates workout as detailed in the previous para.

#### **b. Pre-qualification of tenders**

The Accredited Agency shall prepare pre-qualification documents for various works, wherever required, enlisting pre-qualification criteria depending on the nature and quantum of work.

#### **c. Preparation of tender documents and Tendering**

The tender documents shall be prepared for inviting bids, after incorporating chapters such as general conditions, special conditions, technical specifications, schedule of quantities, tender purpose drawings, etc. The Accredited Agency in consultation with the Department can take decision whether total contract including civil works and services is to be invited or separate contract for Civil, Plumbing and Sanitary, Electrical, Firefighting, HVAC etc to be invited. The bid document should be prepared accordingly. All services required for releasing of advertisement in this connection

shall be carried out by Accredited Agency M/s .....at PRD rates. If rates above PRD rates are to be paid the same may be done with prior permission of the 1<sup>st</sup> party. In any case the actual advertisement charges will be reimbursed by Department of Tourism.

**d. Tender Evaluation and Contracting**

The Accredited Agency may arrange the work through experienced contractors through a fair and Transparent bidding process and award the work following the relevant rules of KPWD code and manual.

**e. Project Management Services**

- 1) A detailed time schedule for the completion of various items of work will be drafted by the Accredited Agency in consultation with the Contractor within the time frame prescribed in the contract agreement and the same will be submitted to the department for follow-up. The Accredited Agency shall keep a close watch to ensure that the approved time schedule is strictly followed.
- 2) The Fine for delay as per the conditions of contract of Kerala PWD or the prevailing Government orders shall be levied from the contractor and the Accredited Agency should remit this amount to the Department of Tourism.
- 3) The Accredited Agency shall not make any deviation, alteration, addition or omission of any item/items from the approved drawings without the knowledge and consent of the Department. The Department will retain the right to alter, omit or postpone any work or part thereof at its discretion and if the Accredited Agency fails to obey the directions on such alteration, omission or postponement, the expenses on such works will be treated as the liability of the Accredited Agency.
- 4) The Accredited Agency will get the work executed as per approved plans, specifications and as per terms and conditions of the agreement executed with the Contractor by rendering total and complete supervision of the work.
- 5) The Accredited Agency shall provide sufficient site supervisory staff at different locations of work, for day to day supervision and inspection and such other services as may be necessary to ensure that the works are being carried out in accordance with the contract such

persons should be qualified as per the government standards & requirement. The name and contact number of the field supervisor shall be reported to the Department of Tourism (1<sup>st</sup> party) and any change in this shall be intimated to Department of Tourism.

- 6) The Accredited Agency shall take all necessary measures to ensure quality of work in accordance with relevant quality control manuals published by National Institutes (IRC, National Building Code, IS Specification etc.) and to keep a watch on the usage of steel, cement etc. as per approved specifications.

Simultaneously the field supervisor will record pre measurement and measurements and checked by the Project Engineer of the Accredited Agency. The recording of measurements and maintaining of M Books will be as per PWD code and Manual. The M Books and other relevant codes should be kept intact by the Accredited Agency and shall be produced on demand.

- 7) The Accredited Agency shall advise the Department on expenditure and cost control and in case the expenditure on any item is likely to exceed, the Accredited Agency shall give a report to the Department sufficiently early and obtain within approval before incurring any excess expenditure. The variations are to be done in accordance with the relevant rules of KPWD code and manual.
- 8) The Accredited Agency shall also inform sufficiently in advance in case the period of construction is likely to be varied and shall render necessary advice on it. The variations, extra items/components should not be executed before getting sanction from the 1<sup>st</sup> party in writing. The Accredited Agency is to determine the cost of any such item work or services and or their reasonableness. Also a supplemental agreement is to be executed before payment for extra items are made.
- 9) For making final bills, the Accredited Agency shall carry out joint measurements along with the Contractor and shall verify, approve, certify bills submitted by the Contractor and make payment. The copy of the records shall be submitted to the Department within 15 days of making payment.
- 10) The Accredited Agency will be solely responsible for the fulfillment of Contractor's obligations in respect of the contract such reports,

progress quality and timely completion of works as per the specification approved.

- 11) The Accredited Agency shall arrange to conduct the required tests for ascertaining the quality of the construction materials and work and instruct the Contractor for the removal of materials or work which does not satisfy specified quality and replacement of the same with materials or work as per relevant IS Code. The Accredited Agency shall enforce specifications of ISS/IRC wherever they are applicable in the work. The test results are to be submitted along with claim with proper technical advise
- 12) The Accredited Agency shall ensure that a clause stipulating timely completion of the project by the Contractor will be included in the agreement with the Contractor. The liquidated damages are to be revised in accordance with the relevant rules of KPWD code and manual.
- 13) The Guarantee period of civil works will be as per **Conditions of Contract of Kerala PWD.**
- 14) The Accredited Agency, i.e., the 2<sup>nd</sup> party will arrange for inspection of the 1<sup>st</sup> party or his representative during the course of work and when required by the 1<sup>st</sup> party. The Department also reserves the right to conduct a Technical Audit by a 3<sup>rd</sup> party to find out defects or errors in measurement and computation of quantities and cost of the work before release of the final installment to the Accredited Agency.
- 15) The Accredited Agency will be solely responsible for the quality of works, measurements and compliance of specifications. They will own and answer these responsibilities in dealing with audit or other investigation queries.



## **Part II**

### **Preparation of Detailed design/Structural design/Execution drawings, Design of Interior Decoration and Landscaping works**

Based on the conceptual drawings and architectural drawings prepared earlier, detailed designs, structural designs, detailed estimate and schedule of quantities will be prepared by the Accredited Agency and execution drawings will be issued to the Contractor. One copy of such drawings will be retained by the department for record

### **GENERAL**

1. The Accredited Agency will assist the Department in applying for, following up and procuring the required statutory clearances from the authorities concerned by supplying all the necessary technical data required for the completion of formalities connected with the obtaining of the statutory clearance the documents in the stipulated time.
2. Changes in the scope of work shall be worked out by mutual consultation between the Department and the Accredited Agency, provided that all such changes in the scope of work shall be recorded and approved by the parties, along with the terms and conditions agreed upon.
3. The Accredited Agency is responsible for all expenses in connection with the site inspection, tours if necessary other incidental charges for the service made etc for the satisfactory completion of the project/work and furnishing clarifications wherever necessary including filing and for performing all duties as assigned by the Department

#### 4. **RESPONSIBILITIES OF THE DEPARTMENT**

The Department shall perform all obligations required of it, as owner in order to enable Accredited Agency to successfully perform its obligation under this contract. Obligations of the Department shall generally be as follows.

- 1) The project shall be entrusted with the Accredited Agency as a deposit work on cost plus consultancy charge basis. The Department shall deposit up to a maximum of 50% of the estimated cost of each work as advance with the Accredited Agency and the balance amount will be paid depending on the progress of the work. The final 20% will be transferred by the Department to the Accredited Agency's account on completion of the work and after submitting final bill for payment to the Contractors and after their submission of UC & CC forwarded to Department of Tourism through the concerned District officers of Department of Tourism and after verification.
- 2) The Department shall review and approve or communicate their comments on technical documents such as drawings and specifications submitted by the Accredited Agency for this purpose, as early as possible, on receipt from the Accredited Agency. Review of documents, if found necessary, shall be conducted in a design conference to be convened by the Accredited Agency at a time and venue as mutually agreed upon from time to time.
- 3) The Department shall make available adequate land with properly demarcated boundaries, free from any legal restrictions before the commencement of the work and Accredited Agency should ensure the above before the commence of the works.

**GENERAL CONDITIONS OF AGREEMENT**

**1.0 DEFINITIONS**

1. “Agreement” means this agreement, together with its annexure and written amendments, if any.
2. “Department” shall mean The Department of Tourism, Park View, Palayam, Trivandrum.
3. “Accredited Agency” shall mean the M/s.....  
.....
4. “Contractors” shall mean any person, firm or company employed by the Accredited Agency on behalf of the Department for supply and/or construction and/or erection, services required for the “**Project**.....”.
5. “Work” includes all duties, responsibilities and obligations to be discharged by the Accredited Agency under the Contract.
6. “As Built” means as constructed after incorporating any changes found necessary during erection/construction.
7. Initial Contract price is the contract price listed in the Government order sanctioning the project.
8. The Completion date is the date of completion of the project as certified by the Accredited agency and approved by Director.(1<sup>st</sup> party)
9. Project means the entire items/components listed in the Government order giving Administrative sanction.

**2.0 GENERAL**

The Accredited Agency shall render the services as listed separately in Appendix-I. The Department shall be fully associated at every stage of the construction and the Accredited Agency shall take into account any suggestion/comments given by the Department in this regard.

### 3.0 **ASSIGNMENTS**

The contractual rights and obligations covered under this agreement shall not be assigned by either party without obtaining in advance the written consent of the other party hereto.

### 4.0 **NOTICE AND ADDRESSES**

All communications and notices to be given by either party to the other in connection with the rights and obligations hereto pertaining to this agreement shall be made in English language and if sent by post, they shall be by postage prepaid and registered and if given by telegram, telephone or verbally, they shall be confirmed by a registered letter within 3 days of such telegram, telephone or verbal information.

The Address for communications is as follows:-

#### **The Department**

The Directorate of Tourism,  
Park View,  
Palayam,  
Trivandrum

#### **Accredited Agency**

M/s.....  
Address

Either party may change individual designated to send/receive notices, letters, etc., or addresses and in such an event, notice of change shall be given to the other party by means of a written communication of any such change.

### 5.0 **EFFECTIVE DATE OF AGREEMENT**

This agreement shall become effective upon and from the date of signature by both the parties and this date will be considered as the actual date that the Accredited Agency has undertaken the work.

**FEES and Selection of Accredited Agency**

1. The fee and selection of Accredited Agency for extending the consultancy services for execution of works/project shall be as follows and also as per the **G.O.(P) No.311/14/Fin dated 30/07/2014**.
2. The Centage charges charges for works entrusted to agencies for taking up the works including planning, designing, supervising and handing over shall be:
  - a) 5% on all works above Rs.5 Crore
  - b) 6% on all works below Rs.5 Crore upto Rs.3 Crore
  - c) 7% on all works below Rs.3 Crore upto Rs.1 Crore
  - d) 8% on all works below Rs.1 Crore
3. The payment of Consultancy charges (Centage charges) will be released based on the pro-rata basis of expenditure on the work.
4. Service tax as imposed by the Central Government applicable to consultancy services from time to time will be paid extra.

**Payment terms**

The consultancy charges including service tax shall be drawn from the deposit amount on pro-rata basis depending on the expenditure incurred (value of bill certified).

**Appendix 1(A)**

1. Preparation of Drawings, Structural design and Detailed estimate for approval within **one month** from the date of Agreement