



EXPERT ADVICE ON CONTRACTS & CLAIMS

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Ref: CSQ/EL/XXX

Date: xx/xx/xxxx

**XXXX XXXX
XXXX XXXX****Kind Attn :xxxx****Sub:** Proposal for Contracts Management Services for your Company.

Dear Sir,

We thank you for choosing **Contract Square Pvt. Ltd.** ("we" or "Consultant", or "CSQ") to perform Contract Management services (the "Services") for XXXX ("you" or "Client", or "XXX"). We appreciate the opportunity to assist you and look forward to working with you as your Contracts Management Consultant for XXXX.

Attached Statement of Work describes the scope of the Services, our fees for the Services, and any additional arrangements. The Services will be subject to the terms and conditions of this letter together with its attachments including the General Terms and Conditions, the applicable Statement of Work (together, this " Agreement").

Please sign this letter in the space provided below to indicate your agreement with these arrangements and return it to the undersigned at your earliest convenience. If you have queries on any terms of this proposal, please do not hesitate to contact the undersigned so that we can clarify the same before we begin to provide the services.

Very truly yours,
Contract Square Pvt. Ltd.

By:
Name: **Gautam Sharma**
Title: Associate Partner

AGREED BY: _____

Name: _____

Title: _____

XXXX XXXX

Enclosures:

1. Copy of this letter with all appendices for you to sign and return
2. Appendix A - Statement of work
3. Appendix B - General terms and conditions
4. Appendix C - Price Proposal

Appendix – A – Statement of Work

This Statement of Work, dated XX/XX/XXXX (this "SOW"), is made by Contract Square Pvt. Ltd. ("CSQ" or "we" or "Consultant") and **M/s. XXXX** ("XXXX", "you" or "Client "), pursuant to the discussion between XXXX and CSQ regarding engagement of CSQ as a Contracts Management Consultant for your XXXX.

Except as otherwise set forth in this SOW, this SOW incorporates by reference, and is deemed to be a part of the Agreement. The additional terms and conditions of this SOW shall apply only to the Consultancy Services covered by this SOW and not to Services covered by any other Statement of Work pursuant to the Agreement. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings in the Agreement, and references in the Agreement to "you" or "Client" shall be deemed references to you.

Scope of services

The scope of services of the Consultant entails the following areas:

- a.** Perusal of all documents including correspondences and Contract Document
- b.** Drafting and vetting of various contractual letters
- c.** Improvement of Monthly Progress Report (MPR) prepared by site teams (if reqd.)
- d.** Assistance in digitization of documents
- e.** Notification of disputes,
- f.** Drafting of various notices as per Dispute Resolution Mechanism under the contract if required,
- g.** To ensure preparation of Claims and Delay analysis as required,
- h.** Submission of Management Information Report (MIR)

Exclusion:

1. Liaison with your Client or any third party,
2. Alternate Dispute Resolution Services
3. Fees of Arbitrator, Legal Charges, Counsel fee etc.
4. Any Court matters

For executing the assignments of XXXX, the services of the following professionals shall be shared:

SL No	Details of Resources	Quantity	Remarks
1	Chief Consultant	1	Overall monitoring of the engagement
2	Principal Consultant	1	Monitoring of Contracts, Drafting and vetting of contractual letters, preparation of required notices
3	Legal Counsel	1	Legal vetting of selected important Contractual letters
4	Consultant	1	Day-to-day coordination (Remotely) for Contract and Claim Management work, digitization of documents, proper document archival, Drafting of Contractual letters, Notices monitoring of incoming letters, to ensure reply of all contractual letters sent.

XXXX shall also get the following benefits out of services rendered by CSQ:

1	Digitised Documentation	We will digitize the documents and index the same for easy retrieval. The documents shall be available on cloud for your 24x7 access.
2	Drafting/Vetting of Correspondences	We shall draft / vet all contractual letters before submission to your client. This vetting shall process through, Sr. Consultants and Counsel (if Reqd)
3	Your concentration on Progress	While we manage your contract, you can concentrate on achieving desired progress at site leaving all worries of contract management on us.

Appendix B - General terms and conditions**1. Your Specific Obligations**

- a) We understand that Management shall extend all cooperation by providing information and assistance for taking up our day-to-day activities. The Management of the Client shall designate a person as Single Point of Contact (SPOC) who will be responsible for this engagement.

2. Scope of the Client

To enable us to provide the Services, XXXX, agrees to cooperate with us and, among other things:

- a) Send us all the documents sent/received from your Client till the date of execution of this agreement and shall ensure that all the information and documents sent/received from your client are made available to CSQ,
- b) Provide Baseline Construction Programme / Schedule and revised schedules approved by your client.
- c) Provide us the status of drawings, revisions received from the Client and details of submission by XXXX and its approval received from Client.
- d) Provide us the details of various approval from Client i.e., vendor approval, drawing approval, material approval, inspection etc. along with other documents required for proper execution of the assignment

We shall provide our Services relying on the information you make available to us and your decisions and approvals. You acknowledge that our performance shall be dependent upon the timely performance of your responsibilities under the Contract. It is specifically acknowledged by Client that the Consultant is not a law firm.

3. Scope Assumptions

- a) The current assumption is that executive management of the Client will support us in execution of our assignment.
- b) Please note that we shall only provide services which are purely advisory in nature and shall not undertake any management responsibilities.
- c) Please note that the proposed consultancy services are based on standard industry practices, industry knowledge and experience.

Appendix C - Particular Conditions**1. Consultant's Fees**

The Client will pay the Consultant, fees as outlined in this section, for the services rendered by the Consultant under this Agreement.

- a. For services defined in Appendix-A pertaining to your organization, XXXX shall compensate CSQ by Total Monthly XXXX) for the services rendered by CSQ.
- b. The above said Retainership Fee is excluding all applicable taxes. Any applicable tax shall be charged additionally with the above Retainership Fee. The Consultant shall raise its monthly bills of RS XXXX every 1st date of the month in advance and XXXX shall release the payment within 5 days.
- c. For any visit required by XXXX, CSQ shall be paid an amount of Rs. 7,000 per day for one Consultant and 15,000/- per day for one Senior Consultant.
- d. For preparation of Claims, the consultant shall charge an amount of Rs. 2,00,000/- payable upon submission of claim to XXXX
- e. For preparation of Delay analysis, the consultant shall charge an amount of Rs. 2,00,000/- payable upon submission of claim to XXXX
- f. Out-of-pocket expenses: CSQ under this Agreement shall be reimbursed all out-of-pocket expenses actually incurred, including, inter-alia, travel, lodging, boarding, telephone, facsimile and photocopying expenses. The claim submitted and duly certified by the Consultant will be conclusive for the purpose.

2. Exclusivity:

The Consultant shall be the exclusive Consultant for the purpose of the scope of services detailed in this Agreement. During the term of the engagement of the Consultant for the Assignment, the Client shall not, without obtaining prior written consent of the Consultant, appoint any other agency for the similar scope of services set out hereinabove or any related assignment.

3. Information:

- a. The Client shall assist and co-operate with the Consultant in all respects in carrying out the Assignment, act in accordance with applicable statutes, rules and regulations and supply all information, materials and documents which the Consultant may reasonably require in connection with the Assignment. The Client undertakes to forthwith provide the Consultant with any new/additional information or any change in the information already provided by it to the Consultant.
- b. The Client hereby agrees to keep the Consultant advised of initiatives in respect of the Assignment and all material developments affecting or concerning this Agreement. Further, if any information material to the assignment is withheld or concealed or misrepresented to the Consultant, the Client shall be solely responsible for any losses, damages, costs or other consequences.

- c. The Client further understands and agrees that any incorrect and incomplete information provided to the Consultant will have adverse effect on the results of the Services.

4. Termination:

- a. The Consultant's engagement under this Engagement Letter commences from the date of this engagement letter and continues till 6 months which is extendable on mutual consultant at any point of time.
- b. The Client and the Consultant shall have the right to withdraw from the Assignment and / or terminate the engagement under this Agreement in respect of the Assignment, with or without cause, by giving 30 days written notice to the other party. In the event of completion/expiry/withdrawal/termination of this Agreement, all the terms and provisions relating to fees, reimbursements and out of pocket expenses indemnity, limitation of liability, confidentiality, jurisdiction, governing law, termination and representations and warranties made by the Client shall survive such completion/expiry/withdrawal/ termination

5. Conflict of Interest:

The Client agrees that the Consultant shall be free to work for any other entity in the same or connected industry as that of the Client, during the tenure / after expiration of this Agreement. However, the Consultant shall sign a Non-disclosure Agreement for the engagement.

6. Force Majeure:

If the performance of either party as specified in this Agreement is prevented, restricted, delayed or interfered by reason of:

- a. Natural phenomenon including but not limited to weather conditions (excluding monsoon), drought, earthquake, epidemics, cyclone, floods etc.
- b. Pandemic due to COVID-19 or any other similar outbreaks.
- c. Fire and explosion.
- d. War, revolution, acts of public enemies, blockage or embargo.
- e. Accident, death, illness or bereavement of any Client/Consultant's employee deputed to provide the Services.
- f. Any law, order, proclamation, ordinance, demand or requirements of any Govt. or authority or representative of any such government including restrictive trade practices or regulation.
- g. Sabotage, riot, civil commotion, invasion, insurrection, strikes, shutdowns or labour disputes, which are not instigated for avoiding obligations herein.
- h. Terrorist acts.
- i. Any other causes beyond the control of the party affected then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performances relate to prevention, restriction, delay or interference and provided the party so affected uses its best

efforts to remove such cause of non-performance and when removed the party shall continue performance with usual dispatch.

If the event of Force Majeure continues for more than thirty (30) days either party shall be entitled to forthwith terminate this Agreement at any time thereafter after giving the other party notice of the same. Neither party shall have any liability to the other party in respect of the termination of this contract as a result of an event of Force Majeure except as mentioned in the last para of Clause 4, Termination. The Consultant will not be liable for any delays or non-performance resulting from circumstances or causes beyond its reasonable control.

7. Governing Law, Dispute Settlement and Jurisdiction:

Any dispute arising out of this agreement shall be settled amicably by the parties herein failing which the matter shall be resolved through Arbitration as per The Arbitration and Conciliation Act, 1996 and its amendments from time to time. The venue and seat of arbitration shall be Kolkata. This Agreement shall be governed by and construed in accordance with the laws of India. The Courts of Kolkata, West Bengal, India shall have exclusive jurisdiction in all matters arising out of this Agreement

8. Other Important Terms:

- a. This agreement may be executed in counterparts. This Agreement may not be amended, waived or modified except in writing and signed by each of the parties hereto. Nothing in this Agreement shall be implied, except as required under statute.
- b. The Client will comply (and will procure that its affiliates will comply) with all laws, regulations, codes of conduct and contractual arrangements applicable and amended from time to time, to it under the Assignment.
- c. Without prejudice to any claim the Client may have against each other, no proceedings may be taken against any Director, Officer or Employee of the Client and Consultant in respect of any such claim.

If the foregoing terms and conditions correctly set forth the agreement between the Client and the Consultant, please sign and return the enclosed duplicate copy of this letter, as a token of your confirmation and acceptance of the terms of this Agreement.

Agreed and Accepted:

For and on behalf of XXX (The Client)
Signature : _____
Name : _____
Designation: _____

For and on behalf of M/s. Contract Square Pvt Ltd. (The Consultant)
Signature:
Name : Gautam Sharma
Designation: Associate Partner