

**CHHATTISGARH HOUSING BOARD, HEAD OFFICE, RAIPUR**

**AS PER EOI AUG. - 2015**

**AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES  
CONSULTANCY OR ENGINEERING SERVICES ONLY  
FOR**

.....  
.....

**CLIENT CHHATTISGARH HOUSING BOARD, RAIPUR**

**ARCHITECT/FIRM/CO. ....**

**CONSULTANT .....**

.....

THIS AGREEMENT made this----day of ----- between the Chhattisgarh Housing Board hereinafter called the BOARD on the one part and -----

.....

(CONSULTANT ARCHITECT/FIRM/CO.) hereinafter called the "ARCHITECT" on the other part

Whereas the Board desire to plan develop and construct ----- (Name of Project & Services to be provided Specify) -----

.....

And whereas the Board has appointed ----- as the Consulting Architect/Firm/co. for the said project, & services including allied works and services in all respects, with the Instructions and conditions hereto specified in this Agreement.

NOW THEREFORE, this Agreement witness and the parties hereto hereby agree as follows;

**CONTENTS:**

1. Scope of Work & schedule of Services to be rendered by the Architect
2. Scale of Fees, and Mode of Payment
3. Board's Responsibilities
4. Schedule of Services not included in the scope of Work
5. General Conditions of Contract
6. Arbitration

**(1) SCOPE OF WORK & SCHEDULE OF SERVICES TO BE RENDERED BY THE ARCHITECT/Firm/Co. (IN BRIEF)**

Planning area of the project area of the project is about .....  
The Scope of work and the services to be rendered by the Architect in brief are as follows and shall be in detail as per EOI Aug. 2015 clause 10.0 :-

1. Study of client's requirement.
- 2 Detailed survey of the site and existing services.
- 3 Preparing a general site layout, development and sketch plans.
4. Discussing with the client and making necessary changes in plans.
5. Preparing drawings required for the tender purpose and construction and getting them approved from the client and various Authorities concerned (such as Town & Country planning, Municipal Corporation etc) in accordance with the existing legislation codes and standards and central/state govt for environment clearance.
6. Preparing final construction drawings, structural designs and drawing, including services like internal roads water supply sanitary and electrical layout drawings.
- 7 Preparing a 3d view of the project with options and model/walkthrough if required
8. Preparing detailed estimates and abstract of work along with technical specifications for all buildings and development works.
- 9 Visiting the site as and when required to clarify any decision or interpretation of the drawings and specifications that may be necessary co-ordinating at site during execution and attending conferences and meetings as and when required.
10. Advising the Board on any technical matters connected with the construction of the said project.
11. Co-ordinating with various agencies such as Town and Country planning ,PHED, PWD ,NRDA,/NIT,Municipal Corporation, Electricity Board and Financing and clients departments for deposit works.
12. On completion of the project furnishing a report to the Board stating therein the Guidelines for unfinished works, scope for extension, if any and instruction for the maintenance of the property.

**(2) SCALE OF FEES & MODE OF PAYMENT:**

Architectural and consultancy fees to the Architects/Firm/Co. selected for particulars projects will be paid at the rate as per 7.5 of **E.O.I. Aug. 2015** lowest rate quoted & agreed (Approved by Chhattisgarh Housing Board) for the work which full consultancy is provided by the Architect (This does not include cost of land other charges such as supervision/ contingency or charges incurred on works for which consultancy has not been provided by the Architect, not with standing the fact that such works/ services may be included in the schedule or services to be rendered by the Architect listed in the previous section)

**1. MODE OF PAYMENT.& TIME SHEDULE  
(Architectural & Eng. Services)**

**For Building Works/ Layout planning work**

**Stage I** –Survey works,& After Board's approval of stage 1 drawing & approval of drawings by statutory authorities[t&cp,others],stage 1 estimate and 3d view. and broucher designing /leaflat/advertisement /presentation of project when required.etc with 3 options.

20% of total fees as per 7.5 of **E.O.I. Aug 2015** lowest rate quoted & Approved by Board.

**Stage II-** After submission of Stage-II detailed estimate and Stage II tender drawings sufficient (All external services details for layout part and all working drg. for building to call tender and Structural design with Structural drawings[approved from NIT/IIT]).

15% of total fees as per 7.5 of **E.O.I. Aug 2015** lowest rate quoted & Approved by Board.

**Stage III** - After submission of all detailed working /detail drawings for execution at site. and in case of department after brick work and RCC top slab completed.

15% of total fees as per 7.5 of **E.O.I. Aug 2015** lowest rate quoted & Approved by Board.

**Stage IV** - During the course of construction as per progress at site as below.

40% of total fees as per 7.5 of **E.O.I. Aug 2015** lowest rate quoted & Approved by Board.

- A. On Completion of Construction upto plinth level. 5% of total fees of lowest quoted rate and accepted by Firms & Approved by Boards.
- B. On Completion of Construction upto lintel level and in case of department after finishing of plaster work. 10% of total fees of lowest quoted rate and accepted by Firms & Approved by Boards.
- C. On Completion of Casting of R.C.C. slab. 15% of total fees of lowest quoted rate and accepted by Firms & Approved by Boards.
- D. On Completion of Plastering, Flooring, & Finishing & Providing Door and Shutters and in layout work water supply, sewer line, drain, electric work completed and land scaping work over and architect shall see these work. 10% of total fees of lowest quoted rate and accepted by Firms & Approved by Boards.

**Stage V** - On completion of work and fulfilling of all responsibilities (including super vision time to time) to Board's satisfaction remaining of total fees, as per actual work done & as building complition drawing.

- For purpose of stage V " progress at site" shall mean expenditure incurred as a proportion of total estimated cost calculated in five installments.

#### 7.6.1- FOR ENGINEERING SERVICES (for building and layout work)

**Stage I** –Survey works,& After Board's approval of stage 1 drawing & approval of drawings by statutory authorities[t&cp,others], after submission of stage II drawing and detail estimate for call tender and Structural design with Structural drawings[approved from NIT/IIT]. in all respect as per detail scope of work.

30% of total fees as per 7.5 of **E.O.I Aug 2015** lowest rate quoted & Approved by Board.

**Stage II-** After submission of detailed drawing and give approved drawing if required from central department before tender approval and work started.

15% of total fees as per 7.5 of **E.O.I. Aug 2015** lowest rate quoted & Approved by Board.

**Stage III** – During the course of construction as per progress at site as below.

45% of total fees as per 7.5 of **E.O.I. Aug 2015** lowest rate quoted & Approved by Board.

- A. On Completion of Construction upto plinth level. 5% of total fees of lowest quoted rate and accepted by Firms & Approved by Boards.
- B. On Completion of Construction upto lintel level and in case of department after finishing of plaster work. 10% of total fees of lowest quoted rate and accepted by Firms & Approved by Boards.
- C. On Completion of Casting of R.C.C. slab. 15% of total fees of lowest quoted rate and accepted by Firms & Approved by Boards.
- D. On Completion of Plastering, Flooring, & Finishing & Providing Door and Shutters and in layout work water supply, sewer line, drain, electric work completed and land scaping work over and architect shall see these work. 15% of total fees of lowest quoted rate and accepted by Firms & Approved by Boards.

**Stage IV** - On completion of work and fulfilling of all responsibilities (including super vision time to time) to Board's satisfaction remaining of total fees, as per actual work done & as building complition drawing.

- For purpose of stage IV " progress at site" shall mean expenditure incurred as a proportion of total estimated cost calculated in five installments.

- **Note.**

1. If for some reasons, the work is abandoned in between or curtailed or the Architect 's services terminated by the cghb commissioner , the fees will be calculated proportionately for the services rendered and adjusted accordingly.
2. Panality shall be charge maximum 10% of the fees in case of delayed to provide any type of services or services not provided as per scope of work. In case of performance is poor than his category can be degraded or black listed also.
3. Payments of professional fees shall be made with in one month of the completion of the relevant stage or submission of claim whichever is later.
4. This fees is inclusive of all taxes and expences which may have to be borne by the Architect and no separate payment shall be made on this account.
5. Architect/firm/co. has to Submit bid security amount of Rs. 10,000.00 (Ten Thousand Only) minimum or as desired by the board as DD in the fevour of Housing Commisioner during agreement and if successful work not done than it will be foreit. other wise it will be returend in the final bill.

**For Development works.( As per the rate Approved by the Boards)**

**1. SURVEY OF LAND:**

- (a) For 1 Acre of land to 25 Acres of land as per the lowest rate quoted by Firm & Approved by Board..
- (b) After 25 Acres of land and up to 50 Acres of land the rate of survey will be as per the lowest rate quoted by Firm & Approved by Board..  
(For additional acres over and above 25 Acres.)
- (c) After 50 Acres of land the rate of survey will be as per the lowest rate quoted by Firm & Approved by Board. (For additional Acres over and above 50 acres).

**2. PREPARATION OF LAY OUT PLAN.**

- (a) For 1 Acre to 25 Acres land the rate will be as per the lowest rate quoted by Firm & Approved by the Board.
- (b) For above 25 Acres of land and upto 50 Acres of land the rate will be as per the lowest rate quoted by Firm & Approved by the Board.  
(For additional Acres over and above 25 Acres)
- (c) After 50 Acres of land the rate for every additional Acre will be as per the lowest rate quoted by Firm & Approved by the Board.  
(For additional Acres and above 50 Acres).

**3. PLANNING AND DESIGNING OF EXTERNAL SERVICES:**

The rate will be as per the lowest rate quoted by Firm & Approved by the Board.

- **Mode of payment will be as per above point no. 7.6.1 of EOI Aug 2015**
- **For All services time schedule will be as per the direction of the board/The EE**

**(3) BOARD'S RESPONSIBILITIES:**

The following shall be responsibilities of the Board.

1. Providing information regarding the location and boundaries of site.
2. Furnishing Housing Board Schedule of rates and local materials, prevailing market rates and other documents pertaining to the site of Chhattisgarh.
3. Preparing and inviting tender awarding of works supervision the work under Construction and discharging all the liabilities of various contractor engaged in the work.
4. Taking note of the observation made by the Architect or his authorised representative on their inspections / Visits and ensuring the corrections of deficiencies in the works pointed out by them.
5. Information monthly progress to the Architect.
6. Supervising day-to-day construction activities at the site and co-ordinating amount the various contractors.

**(4) SCHEDULE OF SERVICES NOT INCLUDED IN THE SCOPE OF AGREEMENT.**

1. Amount payable to any local bodies or authorities for getting sanction of plans etc. and expenditure on advertisement.
2. Preparation of tender documents evaluation of tender and selection of contractor.
3. Payments for soil investigation and laboratory tests and selection of contractors.
4. Day to day supervision on site.
5. Contractor's running bills and final bill their checking settlement of payment of various contractor extra item rate settlement.
6. Construction progress reports.
7. Printing and publishing of brochure for booking or publicity (but providing mini drawings 3d views & other details to prepare brochure are included in services to be provided).

**(5) GENERAL CONDITION OF CONTRACT:**

1. For statutory permission, Board's use and execution of the work the Architect will submit twenty sets of drawings and will also submit two sets of drawings on completion of the project indicating all the charges made.
2. For extra sets of drawing, the rate shall be paid on actual cost of prints or Rs. 10 per Sqm. based on market rate.
3. The drawing produced and issued by the Architect/firm/com. are the property of CG Housing Board. And It can be use by the board on other site also without payment of any fees.
4. The Architect and his team have no liability what so ever for any part of work for which the liability rates with the contractors or suppliers of the Board and liability towards land assessments right of way or any other legal claims or obligation put forth by the authorities of existing building, permanent or temporary.
5. The Architect and his team and their authorised representative shall visit the site and inspect the work as may be deemed necessary to ensure that the work is being executed in general accordance with the project.
6. Except for Structural emergencies the Architect and his team of specialists shall not make any material deviation alteration addition or omission from the work shown and described in the contract documents without first obtaining the written consent of the client.
7. The Architect, on the completion of the work, shall prepare free of charge drawings sufficient to show the main service lines and other essential services.
8. In the event of either of the parties committing breach of any one or more of the terms and conditions of the Agreement, the aggrieved party shall be entitled to give notice for rescinding this Agreement without prejudice to its right to claim damages or remedies under the law. On receipt of such notice in case the matter is not resolved amicably between the parties, the matter shall be referred to the Housing Commissioner.
9. The Board shall have the liberty to postpone or not to execute any work and the Architect shall be entitled to any compensation or damage for such omission or postponements or non execution of the work except the fees which are payable to the Architect up to the stage of services that are actually in progress.
10. If the Architect becomes incapacitated the Board may make full use of all or any drawings, estimate, documents prepared by him after proportional payment for the same as mentioned in the mode of payment.

11. Deduction can be made from the Architect's fees on account of penalty, liquidated damages or other reasons, in case he does not fulfill his main duties as mentioned in the details of services to be rendered by the Architect. He may be blacklisted or empanel grade may be degrade by the board in such case.
12. The Architect shall make necessary revision as may be required by the Board in the drawings and the other documents submitted by him. Once finally approved any substantial changes required by the Board shall be compensated as additional services rendered by the Architect and paid as mutually agreed upon.
13. The Architect and his team shall advise the Board regarding the work under execution during his visits to the site and reports his observations. The discretion for implementation of this advice shall be that of the Board.
14. The Board shall take note of all statutory provisions under the law and act as per its provision at the time of the payments made to the Architect.

**(6) ARBITRATION:**

1. The Board and the Architect each bind themselves their partners successors executors administrators and assignees to the other party in respect of all covenants to the agreement. Except as above, neither the Board nor the Architect shall assign, sublet or transfer their interest in this Agreement without their written consent of the other party and the Board and the Architect hereby agree to full performance of the covenants contained herein.
2. In case of any dispute arising out of this Agreement the matter shall be referred to a sole Arbitrator to be appointed by the Housing Commissioner, Chhattisgarh Housing Board, not below the rank of Add. Housing Commissioner and take decision shall be binding on both the parties. In witness of the parties have hereunder set their hand and seal and sign on the Day, Month and Year first written.

Consultant/Architect/Firm/Comy sign  
(Main Architect or Main Partner shall sign)

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Executive Engineer,  
Chhattisgarh Housing Board,  
Division -----

In the presence of ;

1. -----

Name:

Designation:

2. -----

Name:

Designation:

Place-----

Date: -----