परिपत्र क्रमांक...601...दिनांक...3.11.2019

विषय: मध्यप्रदेश गृह निर्माण एवं अधोसंरचना विकास मण्डल में निजी वास्तुविदों/योजनाकारों के साथ निष्पादित किये जाने वाले अनुबंध का नवीन प्रारूप।

1. निजी वास्तुविदों/योजनाकारों के साथ म.प्र. गृह निर्माण एवं अधोसंरचना विकास मण्डल की निक्षेप परियोजनाओं के क्रियान्वयन हेतु निष्पादित किये जाने वाले वर्तमान में प्रचलित अनुबंध प्रारूप में कलिप बिन्दुओं पर अस्पष्टता एवं अनुबंध अव्यवस्थित होने के कारण नवीन अनुबंध प्रारूप को स्पष्ट एवं व्यवस्थित करते हुए प्रारूप मध्यप्रदेश गृह निर्माण एवं अधोसंरचना विकास मण्डल (कामकाज का संचालन एवं शक्तियों का प्रत्यायोजन) विनियम—2015 के सुसंगत प्रावधान अनुसार सक्षम प्राधिकारी से अनुमोदन प्राप्त कर्तव्य में प्रवृत्त अनुबंध प्रारूप को अधिकृमित/प्रवृत्त करते हुए नवीन प्रारूप (संलग्न कुल पृष्ठ—बाएं) मण्डल कार्यालयों के उपयोग के लिए जारी किया जाता है।

2. इस परिपत्र के जारी होने की दिनांक के पश्चात मण्डल की निक्षेप योजनाओं हेतु आयोजित होने वाली समस्त वास्तुविदीय प्रतियोगिता/चयन प्रक्रिया में (निर्विशेष के माध्यम से नियुक्त प्रक्रिया को छोड़कर) नवीन अनुबंध प्रारूप का उपयोग अनिवार्यतः किया जाए।

3. नवीन अनुबंध प्रारूप में मण्डल के अधीनस्थ कार्यालय यथा : समागम, वृत्त अथवा मुख्यालय की वास्तुविद शाखा द्वारा किसी भी प्रकार का कोई परिवर्तन अपने स्वरूप पर नहीं किया जाए। नवीन अनुबंध प्रारूप से मिन्न प्रारूप में अनुबंध निष्पादित किये जाने की स्थिति में अनुबंधकार्य प्राधिकारी के विरुद्ध अनुशासनात्मक कार्यवाही की जाएगी।

4. नवीन अनुबंध प्रारूप सन्दर्भ के लिए मण्डल की वेबसाइट www.mphousing.in पर भी वास्तविक शाखा द्वारा प्रदर्शित किया जाए।

आयुक्त के आदेशानुसार

[संदेश]

मुख्य वास्तुविद
म.प्र. गृह निर्माण एवं अधोसंरचना विकास मण्डल
प्रतिलिपि—

1- निज सचिव अध्यक्ष, अपर आयुक्त (1/2/3)/मुख्य विधि सलाहकार/मुख्य सतर्कता अधिकारी/मुख्य प्रशासनिक अधिकारी/ मुख्य लेखा अधिकारी/मुख्य सूचना प्रौद्योगिकी अधिकारी/जनसंपर्क अधिकारी/को–आर्टिलियर/मुख्य अंकेश्वर अधिकारी म.प्र. गृह निर्माण एवं अधोसंरचना विकास मण्डल भोपाल।

2- उपायुक्त म.प्र. गृह निर्माण एवं अधोसंरचना विकास मण्डल, बृहत्- 1, 2, भोपाल/उज्जैन/इन्दौर/ग्वालियर/जबलपुर/रीवा/सागर।

3- कार्यालय यंत्री, म.प्र. गृह निर्माण एवं अधोसंरचना विकास मण्डल, संभाग- 1, 2, 3, 4, 5, 6, भोपाल/होशाबाद/सागर/दमोह/उज्जैन/रतलाम/1, 2 इन्दौर/धार/खड़गा/1, 2, ग्वालियर/मुरादनगर/देवास/गुना/1.2जबलपुर/कटनी/बालाघाट/छिदरवाड़ा/रीवा/सतना/सिंगराली/शहदोल।

4- कम्प्यूटर शाखा म.प्र. गृह निर्माण एवं अधोसंरचना विकास मण्डल मुख्यालय भोपाल परिपत्र एवं अनुबंध प्रारूप की प्रति अपलोड करने हेतु प्रेषित।

मुख्य वासुसहित
म.प्र. गृह निर्माण एवं अधोसंरचना विकास मण्डल भोपाल।
AGREEMENT FOR PLANNING & ARCHITECTURAL CONSULTANCY  
(For Deposit Works )

This Agreement made on the...day........month.........year between Executive  
Engineer Division........................................... for and on behalf of  M.P. Housing  
& Infrastructure Development Board (MPHIDB), Paryawas Bhavan Bhopal,  
after herein called the "BOARD" on the one part and  
M/s.................................................................  
Consulting Architect after herein called the “ARCHITECT” on the other part.  
Whereas the Board desires to plan, develop and construct

And whereas the Board has appointed _______________________________ as  
the Consulting Architect for the said project, including allied works and services in all  
respects, with the instructions and conditions here specified in this Agreement.

Now therefore this agreement witnessed and the Parties hereto hereby agree as  
follows:

1. SCOPE OF WORK AND SCHEDULE OF SERVICES TO BE  
RENDERED BY THE ARCHITECT:

The scope of work & services to be rendered by the Architect are as follows:

(i) Study of client's requirements in consultation with client  
(Client means Board; or Department / Agency for and on behalf of  
which Boards is executing the Project ).

(ii) Detailed DTS survey of the site (showing information as per Annexure-  
A ) and existing services, Soil Testing Report.

(iii) Prepare a general site layout, development and sketch plans, with agreed  
time line.

(iv) Discussion with the client on general site layout, development and  
sketch plans, and making necessary timely changes in plans as an when  
necessary.
(v) Prepare all necessary drawings required for getting them approved from the client and various authorities concerned such as Town and Country Planning, Local Authorities (Municipal Corporation/ Municipal Council/ Nagar Parishad/ Gram Panchayat), Pollution Control Board/ State Environment Impact Assessment Authority/ State Expert Appraisal Committee etc in accordance with the existing legislation, rules, regulations/ Circulars/ instructions codes and standards.

(vi) Prepare all necessary working and detail drawings required for the preparation of tender and construction purpose, preparation of Project Report and getting them approved from the client and various authorities concerned.

(vii) To design and Prepare Brochure for advertisement and marketing, 3D Images Perspectives and Models, walk through if required by the Board.

(viii) Prepare final Good For Construction Drawings (GFCD), structural / electrical/ plumbing designs and drawings including services like internal roads, water supply, sanitary, drains, rain water harvesting and electrical layout drawings etc.

(ix) Preparing drawing for the main entrance gate, compound wall and all infrastructure detailing work of entire project.

(x) List of the drawings which are mandatory to be supplied by the architect are detailed on Annexure "B".

(xi) Prepare detailed estimates and abstract of work along with technical specification for all the buildings and development works.

(xii) To visit the site as and when required to clarify any decision or interpretation of the drawings and specifications that may be necessary, coordinating at site during execution and attending conferences and meetings as and when required.

(xiii) Advising the Board on any technical matters connected with the Development and Construction of the said project.

(xiv) Coordinating with various agencies such as Environmental Planning & Coordination Organization, Capital Project Authority, Town and Country Planning Department, Public Health Engineering Department, Public Work Department, Forest Department, Fire Authority, Local Authorities (Municipal Corporation/ Municipal Council/ Nagar Parishad/ Gram Panchayat), Pollution Control Board, State Environment Impact Assessment Authority / State Expert Appraisal Committee, Electricity Company etc.
(xv) Obtaining Completion/Operating Certificates from Local Authorities (Municipal Corporation/ Municipal Council/ Nagar Parishad/ Gram Panchayat), and Statutory Authorities for Fire Safety, Lifis, Sewage treatment plant and Building etc.

(xvi) On completion of the project, furnish a report to the Board stating therein the guidelines(description for unfinished works, scope for extension, if any, and instructions for the maintenance of the property.

2. **SCALE OF FEES AND SCHEDULE OF PAYMENT:**

(a) **Scale of Fees:**

<table>
<thead>
<tr>
<th>Type of Project</th>
<th>Fee as percentage of Project Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deposit Works</td>
<td>1.50 % (One and half percent) *</td>
</tr>
</tbody>
</table>

* Including all Taxes.

Project Cost does not include cost of land and taxes/other charges such as supervision/contingency or charges incurred on works for which consultancy has not been provided by the Architect, notwithstanding the fact that such works/services may be included in the schedule to be rendered by the Architect listed in the previous section.

(b) **Schedule of Payments:**

<table>
<thead>
<tr>
<th>Stage-I</th>
<th>Description</th>
<th>Payment Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>After submission of acceptable schematic designs and submission of Stage-I estimate within twenty days from the date of the agreement</td>
<td>First payment 05 % of Total Fees payable (Total 05 %)</td>
</tr>
<tr>
<td>(b)</td>
<td>After Board’s/Client’s (Depositor/Promoter) approval of acceptable schematic designs and submission of Stage-I estimate and preliminary project report. (With in 20 days)</td>
<td>Next payment 05 % of Total Fees payable (Total 10 %)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Stage-II</th>
<th>Description</th>
<th>Payment Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Timely (as per agreed dates preferably within 20 to 30 days depending upon the scale of project) submission of layout drawings</td>
<td>Next payment 05 % of Total Fees payable</td>
</tr>
<tr>
<td>Stage</td>
<td>Description</td>
<td>Payment Details</td>
</tr>
<tr>
<td>-------</td>
<td>------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------</td>
</tr>
</tbody>
</table>
| III   | (a) Submission of drawings to local body / Municipal Corporation & other regulatory bodies i.e. Fire Authority, Airport Authority, Pollution Control Board, State Environment Impact Assessment Authority / State Expert Appraisal Committee (as per agreed dates preferably within 20 to 30 days depending upon the scale of project) and to co-ordinate with them for obtaining approvals.  
(b) After approval of drawings by all the Statutory Authorities. (With in 20 days) | Next  
05 % of Total  
Fees payable  
(Total 20%) |
| IV    | After submission (as per mutually agreed dates) of acceptable tender/working drawings sufficient to call tender & stage-II Estimate of whole Project. (With in 20 days) | Next  
15 % of Total  
Fees payable  
(Total 40%) |
| V     | (a) After submission (as per mutually agreed dates) of structural design/electrical/lighting, plumbing, sewerage, drainage, solid waste disposal, rain water harvesting, parking/roads details / drawings sufficient to commence work at site. (With in 20 days)  
(b) Submitting a Detailed project report to the Board. (With in 20 days) | 10% of Total  
Fees payable at tender cost  
(Total 50%) |
<table>
<thead>
<tr>
<th>Stage-VI</th>
<th>During the course of construction on site as per progress at site and supervision as and when required.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>On completion of 20% of the work (With in 20 days)</td>
</tr>
<tr>
<td></td>
<td>10 % of fees on actual expenditure. (Total 60%)</td>
</tr>
<tr>
<td>(b)</td>
<td>On completion of 40% of the work &amp; submission of all the detailed drawings i.e. kitchen, toilets, floor, finishing etc. (With in 20 days)</td>
</tr>
<tr>
<td></td>
<td>10 % of fees on actual expenditure. (Total 70%)</td>
</tr>
<tr>
<td>(c)</td>
<td>On completion of 60% of the work and on submission of all the development details i.e. Landscape, colour, facia etc. (With in 20 days)</td>
</tr>
<tr>
<td></td>
<td>5 % of fees on actual expenditure. (Total 75%)</td>
</tr>
<tr>
<td>(d)</td>
<td>On completion of 80% of the work. (With in 20 days)</td>
</tr>
<tr>
<td></td>
<td>5 % of fees on actual expenditure. (Total 80%)</td>
</tr>
<tr>
<td>(e)</td>
<td>On completion of 100% of the work. (With in 20 days)</td>
</tr>
<tr>
<td></td>
<td>10 % of fees on actual expenditure. or remaining fees. (Total 90% fees)</td>
</tr>
</tbody>
</table>

| Stage-VII | On submitting various Completion reports and Drawings for issuance of completion/ occupancy certificate by statutory authorities and fulfilling of all responsibilities to Board's satisfaction. (With in 20 days) | 10 % of fees on actual expenditure. or remaining fees. (Total 100% fees) |

Note:-

(i) For the purpose of 'progress at site' shall mean expenditure incurred as a proportion of the total estimated cost.

(ii) If for some reason the work is abandoned or curtailed or the Architect's services are terminated, the fees will be calculated proportionately for the services rendered and adjusted accordingly.

(iii) Payments of professional fees shall be made within twenty days of the completion of the relevant stage or submission of the claim, whichever is later.
(iv) This fee is inclusive of all taxes hence all taxes have to be borne by the Architect/Firm and issue proper Tax Invoice as per norms to the Board. No separate payment shall be made on this account by the Board.

(v) Soil bearing test will be done by the Architect from Government approved Laboratory. No separate payment will be made by the M.P. Housing & Infrastructure Development Board.

(vi) In case of deposit works (Agency for and on behalf of which Boards is executing the Project ), the payment of fees to the Architect shall be made after the fund is deposited by the client and will be in proportion to the fund received from the client, whichever is less.

(vii) Architect shall, in consultation with Board, prepare a Time Schedule in respect of various services to be rendered and discharge of Client's obligation.

3. **Penalty Clause:-**

   In case the Architect fails to **provide services** as per the stages mentioned in schedule of Payment above owing to reasons attributable to Architect, liquidated damages @ 1% per week of the total fees subject to a maximum of 10% of the total fees payable shall be levied on the Architect. MPHIDB shall be entitled to deduct such damages from the dues that may be payable to the Architect.

4. **Suspension or Termination with Default of the Architect**

   The Client may notify the Architect of the suspension or termination of this Agreement where the Services or any part of them are not provided to the satisfaction of the Client, giving the reasons for such dissatisfaction.

4.1 **Termination for Default:**

   Board reserves its right to terminate / short close the Contract, without prejudice to any other remedy for breach of Agreement, by giving one [01] month notice if Architect fails to perform any obligation(s) under the Agreement, and if Architect, does not cure his failure within a period of thirty [30] days’ [or such longer period as Board may authorize in writing] after receipt of the default notice from Board.

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4.2 Termination for Convenience:

Board may by written notice sent to Architect, terminate the Agreement, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by Board till the date upon which such termination becomes effective.

5. PERFORMANCE GUARANTEE:

To ensure the efficient architectural services from the Architect so that project could be completed within time frame, 10% of the architectural fee payable at every stage will be retained as performance guarantee which shall be released after successful completion of project in all respect, otherwise entire amount shall be forfeited.

6. REIMBURSABLE EXPENSES:

The Architect shall bear all the Travelling allowance/Dearness allowance charges & Hotel Charges. The board will not be liable to pay any reimbursement of expenses. All expenses for site visits at project site and Head office Bhopal will be borne by Architect. No payment will be made to Architect for any site visits and visits to Bhopal Head Office of the Board.

7. BOARD'S RESPONSIBILITIES:

The following shall be responsibilities of the Board:

(i) Providing information within agreed time line regarding the location and boundaries of site.

(ii) Providing information of applicable Schedule of Rates (SoR) and local materials, within agreed time line

(iii) Preparing and inviting tenders, awarding of works, supervising the works under construction and discharging all the liabilities of various contractors engaged in the work.

(iv) Taking note of the observations made by the Architect on their inspections/visits, and ensuring the correction of deficiencies in the works pointed out by the Architect, within agreed timeline.
8. **SCHEDULE OF SERVICES NOT INCLUDED IN THE SCOPE OF AGREEMENT:**

(i) Amount payable to any local bodies or authorities for getting sanction of plans etc. and expenditure on advertisements.

(ii) Preparing of tenders/documents, evaluation of tenders and selection of contractors.

(iii) Preparing for laboratory tests and investigations of water (excluding Soil Test).

(iv) Day to day supervision on site.

(v) Contractor's running bills and final bill, their checking, settlement of payments of various contractors, and contractor's extra item rate settlement.

(vi) Construction progress reports.

9. **GENERAL CONDITIONS OF AGREEMENT:**

(i) The Architect shall submit 12 (Twelve) sets of drawings in hard copies and AutoCAD drawing in soft copy to the concerned executive engineer with a copy to technical section 1 or 2 and one to architect section information in written / by mail. The concerned EE's shall acknowledge the receipt of drawing before commencement of work on site. Architect will submit 2 (Two) sets of drawings and one soft copy after completion of the project indicating all the actual changes made (Refer Annexure-1)

(ii) The drawings submitted by the Architect are the property of the Architect as per Copyright Act, the same shall not be used anywhere without written permission of the Board.

(iii) The Architect shall have no liability whatsoever for any part of work for which the liability rests with the contractors or suppliers of the Board and liability towards land, easements, right of way or any other legal claims or obligations put forth by the authorities of existing buildings, permanent or temporary.

(iv) The Architect shall visit the site and inspect the work as may be deemed necessary by M.P. Housing & Infrastructure Development Board to ensure that the work is being executed as per the drawings.
(v) Except for structural emergencies, the Architect shall not make any material deviations, alterations, additions or omissions from the works shown and described in the agreement documents without first obtaining the written consent of the Board.

(vi) 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 as desired by the Board.

(vii) The Board shall have the liberty to postpone or not to execute any work, and the Architect shall not be entitled to any compensation or damage for such omission or postponement or non execution of the work except the fees which are payable to the Architect up to the stage of services that are actually provided.

(viii) If the Architect becomes incapacitated, the Board may make full use of all or any drawings, estimates, documents prepared by him after proportional payment for the same as mentioned in the mode of payment.

(ix) 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. However, such deduction should be limited to 10% (Ten percent) of the total fees payable to the Architect.

(x) The Architect shall make necessary revisions as may be required by the Board in the drawings and other documents submitted by him with the permission of the Deputy Commissioner without any additional fee.

(xi) The Architect shall advise the Board regarding the work under execution during the visits to the site and reports his observations. The implementation of the advice shall not be binding on the Board.

(xii) The Board and the Architect and their partners, and successors, executors, administrators and assignees each binds himself jointly and severally to the other party in respect of all covenants to the Agreement. Neither the Board nor the Architect shall assign, sublet or
transfer their interest in this agreement without the written consent of the other party and the Board and the Architect hereby agree to full performance of the covenants contained herein.

10. **ARBITRATION:**

In case of any dispute arising out of this agreement, the matter shall be referred to Chief Architect, M.P. Housing & Infrastructure Development Board, whose decision will be binding for both the parties. However an appeal can be preferred before Commissioner, M.P. Housing & Infrastructure Development Board whose decision shall be final and binding on both the parties.

This Agreement is executed before witness of parties hereunder their signature and seal on this day, month and year.

**Executive Engineer**  
Division........................................  
for and on behalf of **M.P. Housing & Infrastructure Development Board**  

**M/s........................................**

**WITNESSES:**

1. Name ........................................  2. Name ........................................

Address........................................  Address........................................
ANNEXURE-B

DRAWING/DETAILS REQUIRED

(A) For Layouts

1. DTS Survey & Soil Test Report.

2. Site plans/layout plan in 1:500 or 1:1000 including following
   • Roads
   • Culverts
   • Sewerage Plan
   • Water supply plan
   • Electrification plan
   • Landscaping
   • Parking details
   • Existing features to be retained/demolished.
   • Rain water harvesting plan
   • Waste water recycling plan
   • BEE - Bureau of Energy Efficiency Norms to be followed.
   • Other details as required.
   • All drawings required for Obtaining all Statutory Approvals from T & CP, Local Authority/ Municipal Corporation, Fire Authority, Pollution Control Board, / SEIAC/SEIAA etc.

(B) For Building Plans

• All drawings required for Obtaining all Statutory Approvals from, Local Authority/ Municipal Corporation, Fire Authority, Pollution Control Board, / SEIAC/SEIAA etc.
• All Building Plans(Gf, FF & other floor plans including terrace plan)
• All Structural details Plans i.e. foundation, column size, centre line plan & footing.
  details, plinth beams, beams, slabs including expansion joints etc(Earthquake resistant)
• All Elevations & sections including sill details, lintels chajja projections/other projection cornice, bands, pattas, corbelling etc.
• All Staircase details with railing/dado etc.
• All Lift well, machine room details.
• Waste water recycling plan
• All BEE - Bureau of Energy Efficiency Norm to be followed in the project.
• All Opening details i.e. door, window ventilators, Rolling shutters, collapsible doors etc. with grill & details.
• All Other details like kitchen, toilets details in 1:20 or 1:50 (as required)
• All Flooring/Paving/cladding details.
- All External & internal electrification details (illumination details for public buildings, if required).
- All Sanitary & water supply details.
- All Rain water harvesting plan
- All Waste water recycling
- All Roofing details i.e. slab & beam reinforcement, slope/gradient including waterproofing details.
- All Fire fighting system details in case of public building (if required).
- All Lift, elevators details(if required).
- All Emergency exit plan in case of public meeting(if required).
- All Anti termite treatment(if required).
- All solar energy utilization(if required).
- All Airconditioning details(if required).
- All Acoustic system details(if required).
- All External & internal colour scheme of buildings
- All Other finishing details as required.
- All Maintenance plan
- All Completion drawing.

### Annexure - 1

List of Deliverables by the Architect to the concerned MPHIDB officers:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Particular</th>
<th>Concerned officer of MPHIDB for Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>12 (Twelve) sets of GFCD drawings and AutoCAD (soft copy) drawings</td>
<td>To Executive Engineer</td>
</tr>
<tr>
<td>2</td>
<td>One sets of GFCD drawings and AutoCAD drawings (soft Copy)</td>
<td>To Chief Architect with information in written by mail to the Head-office.</td>
</tr>
<tr>
<td>3</td>
<td>One sets of GFCD drawings and AutoCAD drawings (soft Copy)</td>
<td>To the AHC-1 or AHC-2 (Technical Section)</td>
</tr>
<tr>
<td>4</td>
<td>One set of PPR &amp; DPR Both hard &amp; soft copy</td>
<td>To the AHC-1 or AHC-2 (Technical Section) and Chief Architect</td>
</tr>
<tr>
<td>5</td>
<td>One set of PPR &amp; DPR Both hard &amp; soft copy</td>
<td>To the Executive Engineer concern</td>
</tr>
</tbody>
</table>