



मध्यप्रदेश गृह निर्माण एवं अधोसंरचना विकास मण्डल

चतुर्थ तल, खण्ड-3, पर्यावास भवन, मदर टेरेंसा मार्ग, अरेंसा हिल्स, भोपाल - 462 011 (म.प्र.)

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परिपत्र क्रमांक.564.....दिनांक...27...7...16

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

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1. निजी वास्तुविदों/योजनाकारों के साथ म.प्र. गृह निर्माण एवं अधोसंरचना विकास मण्डल की परियोजनाओं के क्रियान्वयन हेतु निष्पादित किये जाने वाले वर्तमान में प्रचलित अनुबन्ध प्रारूप में कतिपय बिन्दुओं पर अस्पष्टता एवं अनुबन्ध अव्यवस्थित होने के कारण नवीन अनुबन्ध प्रारूप को स्पष्ट एवं व्यवस्थित करते हुए प्रारूप का विधिक परिमार्जन पश्चात् एवं मध्यप्रदेश गृह निर्माण एवं अधोसंरचना विकास मण्डल (कामकाज का संचालन एवं शक्तियों का प्रत्यायोजन) विनियम-2015 के सुसंगत प्रावधान अनुसार सक्षम प्राधिकारी से अनुमोदन पश्चात् पूर्व में प्रचलित अनुबन्ध प्रारूप को अधिक्रमित/निरस्त करते हुए नवीन प्रारूप (संलग्न कुल पृष्ठ -दस) मण्डल कार्यालयों के उपयोग के लिए जारी किया जाता है।
2. इस परिपत्र के जारी होने की दिनांक के पश्चात् मण्डल योजनाओं हेतु आयोजित होने वाली समस्त वास्तुविदीय प्रतियोगिता/चयन प्रक्रिया में (निविदा के माध्यम से नियुक्ति प्रक्रिया को छोड़कर) नवीन अनुबन्ध प्रारूप का उपयोग अनिवार्यतः किया जाए।
3. नवीन अनुबन्ध प्रारूप में मण्डल के अधीनस्थ कार्यालय यथा : संभाग, वृत्त अथवा मुख्यालय की वास्तुविद शाखा द्वारा किसी भी प्रकार का कोई परिवर्तन अपने स्तर पर नहीं किया जाए। नवीन अनुबन्ध प्रारूप से भिन्न प्रारूप में अनुबन्ध निष्पादित किये जाने की स्थिति में अनुबन्धकर्ता प्राधिकारी के विरुद्ध अनुशासनात्मक कार्यवाही की जाएगी।
4. नवीन अनुबन्ध प्रारूप सन्दर्भ के लिए मण्डल की वेबसाईट www.mphousing.in पर भी वास्तुविद शाखा द्वारा प्रदर्शित किया जाए।

आयुक्त के आदेशानुसार

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



मध्यप्रदेश गृह निर्माण एवं अधोसंरचना विकास मण्डल

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क्रमांक/565/वास्तु शा./बोर्ड/2016

भोपाल दिनांक 27-7-16

प्रति,

- 1- निज सचिव अध्यक्ष, अपर आयुक्त (1/2)/मुख्य विधि सलाहकार/मुख्य सतर्कता अधिकारी/मुख्य प्रशासकीय अधिकारी/मुख्य लेखा अधिकारी/मुख्य सूचना प्रौद्योगिकी अधिकारी/जनसंपर्क अधिकारी/को-आर्डिनेटर/मुख्य अंकेक्षण अधिकारी म.प्र. गृह निर्माण एवं अधोसंरचना विकास मण्डल भोपाल।
- 2- उपायुक्त,म.प्र. गृह निर्माण एवं अधोसंरचना विकास मण्डल, वृत्त-तकनीकी/गुणवत्ता नियंत्रण एवं नवीन तकनीकी मुख्यालय/1/2/विद्युत भोपाल, इंदौर, उज्जैन, ग्वालियर,जबलपुर, रीवा (म.प्र.)।
- 3- कार्यपालन यंत्री, म.प्र. गृह निर्माण एवं अधोसंरचना विकास मण्डल,संभाग-1/2/3/4/5/6/विद्युत भोपाल, सागर, होशंगाबाद, संभाग 1/2 ग्वालियर, गुना, मुरैना, संभाग 1/2 इंदौर, धार, खण्डवा, उज्जैन, रतलाम, संभाग 1/2/विद्युत जबलपुर, छिन्दवाडा, कटनी, बालाघाट, रीवा, सतना,शहडोल, सिंगरौली. (म.प्र.)
- 4- कम्प्यूटर शाखा म.प्र. गृह निर्माण एवं अधोसंरचना विकास मण्डल मुख्यालय भोपाल परिपत्र एवं अनुबंध प्रारूप की Soft copy अपलोड करने हेतु प्रेषित।

मुख्य वास्तुविद

म.प्र. गृह निर्माण एवं
अधोसंरचना विकास
मण्डल भोपाल.

AGREEMENT FOR PLANNING & ARCHITECTURAL CONSULTANCY

This Agreement made on the...day.....month.....year between **Executive Engineer Division**.....; for and on behalf of **M.P. Housing & Infrastructure Development Board (MPHIDB), Paryavaas 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.
- (ii) Detailed DTS survey of the site and existing services, Soil Testing Report.
- (iii) Preparing a general site layout, development and sketch plans.
- (iv) Discussing with the client and making necessary changes in plans.
- (v) Preparing drawing required for the tender and construction purpose, preparing Project Report and getting them approved from the client and various authorities concerned such as Directorate of Town and Country Planning, Municipal Corporation, Pollution Control Board / State Environment Impact Assessment Authority / State Expert Appraisal

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Committee etc in accordance with the existing legislation, rules, regulations, codes and standards.

- (vi) Design and Preparing Brochure for advertisement and marketing, 3D Images Perspectives and Models, if required by the Board.
- (vii) Preparing final construction drawings, structural/electrical/plumbing designs and drawings including services like internal roads, water supply, sanitary, drains and electrical layout drawings etc.
- (viii) Preparing drawing for the main entrance gate, compound wall and all infrastructures detailing work of entire project.
- (ix) List of the drawings which are mandatory to supply by the architect are detailed on **Annexure "A"**
- (x) Preparing detailed estimates and abstract of work along with technical specification for all the buildings and development works.
- (xi) Visiting 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.
- (xii) Advising the Board on any technical matters connected with the Development and Construction of the said project.
- (xiii) 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 Department, Municipal Corporation/Council, Pollution Control Board, State Environment Impact Assessment Authority / State Expert Appraisal Committee, Electricity Company etc.
- (xiv) Obtaining Completion/Operating Certificates from Municipal Corporation/ Municipal Council and Statutory Authorities for Fire Safety, Lifts, Sewage treatment plant and Building etc.
- (xv) On completion of the project furnishing 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.

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

(a) Scale of Fees:

Type of Project	Fee as percentage of Project Cost
Housing /Commercial and Other MPHIDB Projects	2.5 % (Two and a half percent)
Deposit Works or Redensification Projects	1.50 % (One and half percent)

Project Cost **does not** include cost of land and 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:

Stage-I	After Board's/Client's (Depositor) approval of schematic designs and submission of Stage-I estimate and preliminary project report.	10 % of Total Fees payable (Total 10 %)
Stage-II	(a) Submission of layout drawings/ documents to Directorate of Town and Country Planning / Regulatory authority and co-ordinate with them.	10 % of Total Fees payable (Total 20 %)
	(b) After approval of layout/drawings by Directorate of Town and Country Planning	
Stage-III	(a) Submission of drawings to local body /Municipal Corporation & other regulatory bodies i.e. Fire Department, Airport Authority, Pollution Control Board, State Environment Impact Assessment Authority / State Expert Appraisal Committee and to co-ordinate with them for obtaining approvals.	

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	(b) After approval of drawings by all the statutory authorities.	5 % of Total Fees payable (Total 25%)
Stage-IV	After submission of tender drawings sufficient to call tender & stage-II Estimate of whole Project.	15 % of Total Fees payable (Total 40%)
Stage-V	(a) After submission of structural design, details & drawings sufficient to commence work at site.	10% of Total Fees payable (Total 50%)
	(b) Submitting a Detailed project report to the Board.	
Stage-VI	During the course of construction on site as per <u>progress at site</u> and supervision as and when required.	
	(a) On completion of 20% of the work	10 % of fees on actual expenditure.
	(b) On completion of 40% of the work & submission of all the detailed drawings i.e. kitchen, toilets, floor, finishing etc.	10 % of fees on actual expenditure..
	(c) On completion of 60% of the work and on submission of all the development details i.e. landscape, colour, facia etc.	5 % of fees on actual expenditure..
	(d) On completion of 80% of the work.	5 % of fees on actual expenditure..
	(e) On completion of 100% of the work.	10 % of fees on actual expenditure. or remaining fees. (Total 90% fees)
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.	10 % of fees on actual expenditure. or remaining fees. (Total 100% fees)

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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 one month of the completion of the relevant stage or submission of the claim, whichever is later.
- (iv) This fee is inclusive of all taxes which may have to be borne by the Architect and no separate payment shall be made on this account.
- (v) Service tax will be paid by the Architect / Consultant and not by the M.P. Housing & Infrastructure Development Board.
- (vi) 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.
- (vii) In case of deposit works, 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 or administrative sanction given by the client, whichever is less.

3. REIMBURSABLE EXPENSES:

The Board shall reimburse the Travelling allowance/Dearness allowance charges to the Architect as applicable to a Class-I officer of Government of Madhya Pradesh. Hotel Charges will be as permissible to Class-I officer of Government of Madhya Pradesh or as actually billed by Madhya Pradesh Tourism Hotels.

4. BOARD'S RESPONSIBILITIES:

The following shall be responsibilities of the Board :

- (i) Providing information regarding the location and boundaries of site.
- (ii) Providing information of applicable Schedule of Rates (SoR) and local materials.

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- (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..

5. 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.

6. GENERAL CONDITIONS OF CONTRACT:

- (i) The Architect will submit 12 (Twelve) sets of drawings and one soft copy of the Project 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.
- (ii) The drawings produced and issued by the Architect are the property of M/s.....as per Copyright Act, they shall not be used without their written permission anywhere else by the Board.
- (iii) The Architect will 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

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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 contract 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

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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.

7. 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 Housing 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 :.....

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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 - Beuro of Energy Efficiency Norms to be followed.
 - Other details as required.
 - All drawings required for Obtaining all Statuary Approvals from T & CP , Municipal Corporation, Pollution Control Board, / SEIAC/SEIAA etc.

(B) For Building Plans

- All drawings required for Obtaining all Statuary Approvals from, Municipal Corporation, Pollution Control Board, / SEIAC/SEIAA etc.
- Building Plans(Gf,FF & other plans including terrace plan)
- All Structural details Plans i.e.foundation,column size,centre line plan & footing.
details,plinth beams,beams,slabs including expansion jointsetc(Earthquake resistant)
- Elevations & sections including cill details,lintels chajja projections/other projection cornice,bands,pattas,conrbelling etc.
- Staircase details with railinging/dado etc.
- Lift well,machine room details.
- Waste water recycling plan
- BEE - Beuro of Energy Efficiency Norm to be followed.
- Opening details i.e.door>window ventilators,Rolling shutters,collapsible doors etc.with grill & details.
- Other details like kitchen,toilets details in 1:20 or 1:50 (as required)
- Flooring/Paving/cladding details.
- External & internal electrification details (illumination details for public buildings,
(if required).
- Sanitary & water supply details.

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- Rain water harvesting plan
- Waste water recycling
- Roofing details i.e. slab & beam reinforcement, slope/gradient including waterproofing details.
- Fire fighting system details in case of public building (if required).
- Lift, elevators details (if required).
- Emergency exit plan in case of public meeting (if required).
- Anti termite treatment (if required).
- solar energy utilization (if required).
- Air conditioning details (if required).
- Acoustic system details (if required).
- External & internal colour scheme of buildings
- Other finishing details as required.
- Maintenance plan
- Completion drawing.

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