# CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING ORGANISATION (An Autonomous body of Govt. of India, under the aegis of M/o Housing & Urban Affairs)

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#### NOTICE INVITING TENDER

NIT NO. T-605/1/Vol-IV/20.06.2025

CGEWHO intends to appoint an Architect cum Project Management Consultant for execution of CGEWHO's housing project (In two phases) at Shatabadi Nagar, Meerut, U.P.

Name of Work: Providing architect cum consultancy services for execution of CGEWHO's housing project (In two phases) at Shatabadi Nagar, Meerut, U.P.

Estimated Cost : Rs.3,20,00,000 /-

Earnest Money : 2% of the Estimated Cost i.e. Rs. 640,000/- (To be

refunded after receiving the Performance Guarantee)

Performance Guarantee : 5% of tendered value

Name of Work: Providing architect cum consultancy services for execution of CGEWHO's housing project at Shatabadi Nagar, Meerut, U.P.

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# INFORMATION AND INSTRUCTIONS TO THE BIDDERS FOR E-TENDERING FORMING PART OF THE BID DOCUMENT

CGEWHO invites bids in two bid system fr	om consultants for the following works
NIT No.	T-605/1/Vol-IV/20.06.2025
Name of Work - Providing architect cum	consultancy services for execution of CGEWHO's
housing project (In two phases) at Shatabad	i Nagar, Meerut, U.P.
Master Plan area to be developed	12.2 acres
Building area to be developed	Approx 8,00,000 /- Sft
Earnest Money	Rs.640,000/-
Time Period	The Consultancy services have to be provided till
	receiving of occupancy / completion certificate of
	project after its completion with further 2 years
	period during defect liability after receiving of
	OC/CC for each phase.
Late date and time of submission of online	22/07/2025 at 3:00 pm
bids	
Date of Pre-Bid meeting	04/07/2025 at 2:30 pm
Date of opening of eligibility criteria –	22/07/2025 at 3:30 pm
Technical Stage I	
Date of Technical Bid Stage II	Presentation to be made by bidders qualified in
(Presentation)	Stage I of Technical bid. Date and Venue to be
	intimated later.
Validity of Bid	120 days from the date of opening of Technical
	bids.
Opening of Financial Bids of technically	Shall be intimated later on (Financial bids of only
qualified Bidders	those bidders will be opened who qualify as per laid
	down parameters in Technical Stage I and
	Technical Stage II)

HOW TO APPLY: The firms have to submit their offer strictly through e-tendering website of CGEWHO, i.e within 30 days of publication of the advertisement. No Off line submission will be accepted. A non-refundable application fee of Rs.10,000/- + applicable GST by way of Demand Draft in favour of CEO, CGEWHO payable at New Delhi should be submitted in this office at the address mentioned above.

QUOTE: Financial bid should contain the consultancy fee in the form of percentage of the construction cost of the project. However, the payment of the agency shall be released in accordance with the percentage quoted by the agency on the value of the work done of the contractor as certified by the Architect.

CGEWHO reserve all the rights to cancel the tender process without assigning any reason what so ever.

#### I. SCOPE OF WORK:

The Architect has to prepare, finalize, obtain requisite approvals and sanctions of the plans & drawings from the relevant statutory authorities for the entire land, i.e for both phases, at the outset, and prepare, assist in issue and acceptance of tenders of CGEWHO's Housing Project at Shatabadi Nagar, Meerut. The scope of work also includes supervision, quality control, verification of bills of contractor, Safety Measures at site, co-ordination with connected agencies with regard to project execution and approvals, supervision, RERA registration and its compliance & verification of all other works as mentioned in the contract agreement signed between CGEWHO & Contracting Agency. The complete scope of work along with general conditions, schedule of payment and penalty provisions etc are mentioned in draft contract agreement.

The work have been divided in two stages i.e. planning stage and Project Management stage. The architect have to prepare the plan once for the entire land, however, the project may be developed/constructed in two phases.

#### II. ELIGIBILITY CRITERIA

Agencies who fulfill the following requirements shall be eligible to apply, Joint Ventures are not accepted.

a) The bidder should have satisfactorily completed consultancy services of similar work during the last 7 years ending last day of the month previous to the one in which tenders are invited

One work of Either Rs. 256 Crores (80%) or Super Built-up Area 60,000 Sqm

OR

Two works of Either Rs.160 Crore (50%) or Super Built-up Area 37,000 Sqm

OR

Three works of Either Rs.128 Crore (40%) or Super Built-up Area 30,000 Sqm

### Definition of Similar Work: Similar work means

Residential / Multi-storeyed Apartments of similar nature of minimum Five storied buildings, including services, utilities and other development works. Basement will be counted as floor. For mixed use complex, value / area of only residential components will be considered.

**Annual Turnover:** The applicant should have had average annual financial turn over (gross) of Rs. 96.00 Lacs on consultancy works during the last three years ending 31<sup>st</sup> March, 2025. This should be duly audited by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average. The value of annual turnover shall be brought to current value by enhancing the actual turnover figure at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid.

- b) Banker's Certificate from a Commercial Bank or Net worth Certificate: Banker's Certificate of the amount equal to Rs. 128 lacs or Networth certificate of Rs. 32 Lakhs issued by certified Chartered Accountant with UDIN.
- c) **Profit/loss:** The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during last five consecutive financial year (standalone financial statement) duly audited and certified by the Chartered Accountant.

### e) Bidding Capacity

The bidding capacity of the contractor should be equal to or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula:

Bidding capacity =  $\{[AxNx1.5]-B\}$ 

Where,

- A = Maximum turnover in construction works executed in any one Financial year during the last five years taking into account the completed as well as works in progress. The value of completed works shall be brought to current costing level by enhancing at a simple rate of 7% per annum.
- N = Number of years prescribed for completion of work for which bids has been invited (Three years).
- B = Value of existing commitments and on-going works to be completed during the period of completion of work for which bids have been invited.

#### III. EVALUATION

The evaluation will be based on combined Quality cum Cost Based System (QCBS). The Technical bid have a weightage of 70% and financial bid will have a weightage of 30% to arrive at composite scores. The bidder with the highest composite score shall be declared as L1 i.e. successful bidder.

The overall grading of the bidder shall be calculated as under:

### For Technical Scores (TS) –

0.70 x (Marks obtained in Technical Bid Stage I + Technical Bid Stage II) x 100/ Highest Mark Obtained in (Technical Bid Stage I + Technical Bid Stage II)

#### For Financial Scores (FS)

0.30 x Quote by the Lowest Bidder x 100/ Quote by the bidder

Composite Score = Technical Score (TS) + Financial Scores (FS)

### A) <u>Technical Evaluation</u>

Detailed procedure for Selection of Contractor for eligibility shall be done by Committee constituted by CEO. All the eligible similar works executed and submitted by the bidders in support of eligibility and any of the ongoing works, may be got inspected by the Committee.

i) Technical Bids Stage I – The firm have to submit their offers online containing both Technical and Financial bids. Technical bid should contains the details of similar completed and in hand assignments (Minimum of 1/2 of proposed DUs), Average turnover for the last 03 years and the details of staff employed by the firm, Profit/Loss Statement etc as per the attached Proforma for Selection of PMC. Those firms which scores 70% above marks in the Weightage/Grading Chart (Annexure A) based on the details submitted by the agency will be prequalified for further evaluation. The weightage of Stage I will be 30% of Technical Evaluation, so, the marks obtained in this Stage shall further be multiplied by 30%.

## ii) Technical Bids Stage II (Presentation of project) -

A presentation by the shortlisted firms is made before a Committee constituted by CEO, which also includes architect representatives from outside the CGEWHO such as Chief Architect/HUDCO/ CPWD etc. The criteria for evaluation of performance of consultation in the presentation annexed at **Annexure B** Those firms which scores 70% marks in the Presentation will be pre-qulified for further evaluation. The weightage of Stage II will be 70% of Technical Evaluation, so, the marks obtained in this Stage shall further be multiplied by 70%.

### **B)** Financial Evaluation

The financial bid of the qualified bidders shall be opened after the Stage I & II of Technical Evaluation.

The overall grading of the bidder shall be calculated as under:

For Technical Scores (TS) –

0.70 x (Marks obtained in Technical Bid Stage I + Technical Bid Stage II) x 100/ Highest Mark Obtained in (Technical Bid Stage I + Technical Bid Stage II)

For Financial Scores (FS)

0.30 x Quote by the Lowest Bidder x 100/ Quote by the bidder

Composite Score = Technical Score (TS) + Financial Scores (FS)

### **Worked Example**

In this worked example, bidder A (T1, L3) gets the project, because bidder B (T2, L2) and bidder C (T3, L1) both don't add up.

Bidder	Technical Bid	Technical Score (TS)	Financial	Financial Score	Composite
	Stage I +		quote of	(FS)	Score 'S'
	Stage II		the bidder		
	marks		in Cr.		
1	2	3	4	5	6 = 3 + 5
A	90	$0.70 \times 90 \times 100/90 =$	3	0.30 x 2 x 100/3	90
		70		= 20	
В	80	$0.70 \times 80 \times 100/90 =$	2.5	0.30 x 2 x	86.22
		62.22		100/2.5 = 24	
С	70	$0.70 \times 70 \times 100/90 =$	2	0.30 x 2 x 100/2	84.44
		54.44		= 30	

# **Approval Criteria**

The bidder with the highest composite score shall be declared as L1 i.e. successful bidder. Even though any applicant may satisfy the above requirements, would be liable to disqualification if bidder has:

- (a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
- (b) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.

The employer reserves the right, without being liable for any damages or obligation to inform the applicant to:

- (a) Amend the scope and value of contract.
- (b) Reject any or all the applications without assigning any reason.

Any effort on the part of the applicant or his agent to exercise influence or to pressurize the employer would result in rejection of his application to qualify. Canvassing of any kind is prohibited.

#### IV. PAYMENT TERMS

The break down details of stagewise payment of fees is given in Stage A (Planning) & Stage B (Project Management) in the Draft Agreement. (For the purpose of break-up, payment during planning stage and Project Management stage has been considered as 40% and 60% respectively of the total fees payable).

# V. DETAIL OF MANPOWER TO BE PROVIDED FOR EACH PHASE:

S.No.	Staff with minimum requirement	No	Duties
1.	Chief Architect (shall be Graduate Architect with minimum of 20 years of experience or 5 years in case of owner/ Director of the firm)	01	Shall visit periodically at intervals not exceeding a fortnight to supervise the work and also as and when required either by the Client or the site representative of the Client for any discussions/clarifications etc.
a.	Project Manager - Graduate Engineer with 10-12 years experience in construction/ project management and atleast 3 years as independent incharge of a project of similar magnitude	01	Will provide whole time supervision at the site of work for each type of contract during execution, and upto completion of all contracts under the project.
b.	Civil Engineers - Degree/ Diploma holder with experience of 05-10 years on housing projects	01	-do-
c.	Relevant Engg Degree/ Diploma holder with experience of 05 - 10 years on execution of works	01	-do-
d.	Consulta <mark>n</mark> ts		
i)	Structural Consultant		
ii)	Public Health Consultant		
iii) iv) v) vi)	Arboriculture & Landscapping Architect Roads Engineering Consultant Rain Water Harvesting Consultant	Will	be available for consultation as required.
vii)	e		
	Environmental Engineer	lie	for 2 years after receiving of occupancy/
_	etion certi <mark>fi</mark> cate of the project.	1, 1.0	101 2 years after receiving of occupancy/
a.	Civil Engineers - Degree/ Diploma holder with experience of 05-10 years on housing projects	01	Will provide supervision at the site and addressed the issues/complaint of beneficiaries during DLP, will also help/assist to CGEWHO in smooth handing taking over of the dwelling units with the beneficiaries.
b.	Electrical Engineers - Relevant Engg Degree/ Diploma holder with experience of 05 - 10 years on execution of works	01	-do-

### Document Required for Selection of Architect cum Project Management Consultant

<u>Important Note</u>: Last date / Time of submission of the <u>Proforma</u> duly filled, shall be 3:00 pm on 22/07/2025.

The detail of documents required are as under:

- i) The intending agency should apply on the prescribed format as per the PQ document along with documentary evidence for the following:
  - a) Certificate of Incorporation in India.
  - b) Articles/ Memorandum of Association/ Partnership Deed etc.
  - c) Certificate of Registration from Registrar of Co.
  - d) EPF/ESI/ Registration No. along with copy of challan for the month of May 2025.
  - e) PAN No.
  - f) Manpower details
  - g) Plant & Machinery holding
  - h) Details of pending litigation etc., if any.
  - i) Name and address of Bankers etc.
  - j) Audited Balance Sheet for the last three years.
  - k) GST Certificate
  - 1) Certificate of Investments
  - m) Latest bankers Certificate Or Net Worth Certificate from CA having UDIN.
  - n) Scanned copy of DD deposited towards fee

# FORM 'A'

a.	Name of the Firm	:	
b.	Year it was incorporation	:	
c.	Address		
	i) Head Office	:	
	ii) Branch Office/s	:	
d.	Telephone (s) & Mobile (Office)		
	i) Head Office	:	
	ii) Br <mark>a</mark> nch Office		
	iii) E <mark>M</mark> ail ID	:	
e.	Contact person(s)		
	i) Head Office	:	
	ii) Branch Office	:	Н
f.	Status of firm		
	i) Limited/ Private Limited	:	
	ii) Pa <mark>r</mark> tnership	:	
	iii) Proprietary	:	

- g. Class, year and details of enlistment with CPWD, MES or any other Central/ State body, if any.
- h. Professional membership like Membership of Builders Association etc., if any.

- i. Area of Specialization (Development, housing, commercial, industrial etc.)
- j. Experience of firm in
  - i) Civil Works
  - ii) Sanitary (Internal & External)
  - iii) Internal electrical works
  - iv) External Development
- k. Method of execution of works (Departmental/ sub-contract)

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### FORM 'B'

In the following questions please include projects undertaken by the firm only (not by the individual partner/ employees/ Group Construction). Articles of Agreement / Work Orders for recently completed Housing Projects similar in nature to be attached.

Details of Similar Works completed (within the period of last seven years)

SI. No	Project Title	Configu ration (No of Stories)	Total Plinth Area (Sq M)	A	Details o	ation	Project Value (Cr Rs)	Enhanced project Value upto previous day of last day of submission	Date	G	Clients address, Tel No. & e- mail address
				Type	Area	No. of Units			Started	Completed	
	7									E	
		<b>5</b>									

Note- The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of interest 7% per annum (without compounding) calculated from the date of completion to previous day of last date of submission of tender.

# FORM 'C'

In the following questions please include projects undertaken by the firm only— (not by the individual partner/ employees/ Group Construction). Articles of Agreement/ Work Orders for In-hand Projects similar in nature to be attached

# **Details of Similar Works In- hand**

VWD	Remaining	Clients
Till	time of	address
Date	Completion	Tel/Mobile
		No. &
		e-mail
		address
	Till	Till time of

### FORM 'D'

### **ADMINISTRATIVE INFORMATION**

1. Information about your full-time permanent staff in regular appointment for the last three years (Do not include any part-time or contract staff).

No.	Description	Total No.					
1.	Graduate/ Post Graduate/ Other Professionals						
	a) Designation						
2.	Civil Engineers (Graduate/ Post Graduate)						
	a) Designation						
3.	Diploma Civil Engineers						
4.	Electrical/ Mechanical Engineers						
5.	Administrative Office Staff						
6.	Others (Please specify)						
	a.						
	b.						
	c.						
	Total Manpower	14/					

(Please include the resume of your key staff)

2. Any Arbitration/Litigation in any of the projects till date. If yes provide complete details thereof.

# FORM - E

# **DETAILS OF PLANTS & MACHINERIES AVAILABLE WITH THE FIRM**

- i) List of tools, plants and other construction machinery available with the firm.
- ii) Details of workshop/ fabrication/ manufacturing facility available.

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### FORM - F

# **PERFORMANCE REPORT**

1.	Name of Work/ Project & Location				
2	Name of Client				
3	Agreement Amount				
4	Estimated Cost				
4.	Tendered amount				
5	Completed cost of work				
6	Date of start				
7	Date of Completion				
(i)	Stipulated date of completion				
(ii)	Actual date of completion/ likely date				
	of completion				
8	Amount of compensation levied for				
	delayed completion, if any				
8.	Performance Report				
a)	Quality of Work	Very Good	Good	Fair	Poor
b)	Resourcefulness	Very Good	Good	Fair	Poor
c)	Financial Soundness	Very Good	Good	Fair	Poor
d)	Technical Proficiency	Very Good	Good	Fair	Poor
e)	General B <mark>eh</mark> avior	Very Good	Good	Fair	Poor

- 1) The performance report preferably be submitted in the above pro forma. In case, different pro forma is used, the applicant shall ensure that the report/ certificate shall contain the above information.
- 2) This report should be signed by the authority of owner not less than the rank of Executive Engineer or equivalent.

# FORM - G

### **FINANCIAL INFORMATION**

1. Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/Profit & Loss Account for the last three years duly certified by the Chartered Accountant (certified copies to be attached).

		2022-23	2023-24	2024-25	Average
					Annual
					Turnover
		A	В	С	(A+B+C)/3
(i)	Gross Annual				
	turnover				
(ii)	Profit/ Loss				
(iii)	Net Worth (Paid up	/ -	-	-	_
	capital + reserves)				
	(As on 31.03.2025)				
(iv)	Latest Bank	-	-	-	-
	Solvency				
	•				

- 2. Financial arrangements for carrying out the works (Own arrangements & Fund based & Non-Fund based sanctioned limits).
- 3. The following certificates are to be enclosed:
  - a) Name and address of bankers, auditors etc.
  - b) Audited balance sheet & Profit & Loss Account along with Audit Report with annexures for the last 3 Years
  - c) Net Worth Certificate or Banker's Certificate
- 4 The value of Annual Turnover shall be brought to current level by enhancing the actual Turnover at simple rate of interest 7% per annum (without compounding).

**Signature of Chartered Accountant** 

**Seal & Signature of Applicant** 

With Seal

#### LETTER OF TRANSMITTAL

### (ON THE LETTER HEAD OF COMPANY)

From	•
rrom	

To:

CGEWHO 9<sup>th</sup> Floor, "A" Wing Janpath Bhawan, Janpath New Delhi-110001

Sub: Pre-qualification of construction agency for NIT No T-605/1/Vol-IV/20.06.2025.

Sir,

Having examined the details given in Notice for Pre-qualification and Pre-qualification Application documents for the above NIT No T-605/1/Vol-IV/20.06.2025 work, we hereby submit our relevant documents for pre-qualification.

- i) We hereby certify that all the statements made and information supplied in the enclosed Forms 'A' to 'G' and accompanying statements are true and correct.
- ii) We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
- we have submitted the requisite Banker's Certificate/ Performance Reports and authorize CGEWHO or their representatives to approach individuals, employers, firms and corporations to verify our submittals, competency and general reputation.
- iv) We hereby confirm that we have read and understood all the stipulations given in this pre-qualification shall be final and binding on us.
- v) We have submitted the following certificates in support of our meeting the minimum Pre-qualifying criteria of completed work(s) as specified for having successfully completed the following works:

	NAME OF	CERTIFICATE
	WORK	FROM
1.		
2.		
3.		

	1	1	
Hп		osures	۰

Date of Submission

(Seal of Company)

(Signature of Applicant

# **DECLARATION**

(To be submitted on non-judicial stamp paper of Rs.10/- duly certified by Notary Public)

	A	Affidavit	of Sh	I, the De	epo	s/o _ nent with ab	oove name	do	r/o hereby solemnly
affirı	n ai	nd declare	e as under:						
1			the Proprietor/ gd Office at					_havi	ng its Head
2			no objection if ying sheets/ anr		nad	e about the w	ork listed l	эу те	/ us in the
3	. I	/ we agree	e that the decisi	on of committe	ee i	n selection w	ill be final	and b	inding to me/ us.
4	f		mation is detect						erstand that if any act in a manner it
5	h f	nereby cor Turnished	the nfirm that the co with respect to ealed there fron	ontents of the a E <mark>OI document</mark>	bov no	ve affidavit al are true to m	long with the	he inf	
Verit	fied	at	this_	day of _		202.	5.		Н
									DEPONENT

#### **AGREEMENT**

Made this day of	2025	between the	Chief Executive	: Officer,
Central Government Employ	yees Welfare Ho	using Organi	sation (CGEWH	O), an
autonomous body registered un	der the Societies Re	egistration Act Y	XXI of 1860 and	presently
having its Head Office at 9th flo	or, B Wing, Janpat	th Bhavan, Jan	path, New Delhi	110 001
hereinafter called the 'CLIEN	T' on the one p	oart	and ha	ving their
registered office at		, hereinafter ca	lled the "Archited	ct" on the
other part.				

WHEREAS the Client proposes to construct a residential complex at Shatabadi Nagar, Meerut (hereinafter called "CGEWHO's Shatabadi Nagar, Meerut Housing Project") detailed as under:-

- 2. (a) Total Area of plot Approx 12.2 Acres
- (b) Dwelling Units Architect is required to provide architectural services, approval of plans from Meerut Development Authority (MDA) and statutory authorities, detailed engineering, project management services etc.
- 3. AND WHEREAS the Architect has to prepare, finalize, submit, obtain requisite approvals and sanctions of the plans & drawings from the relevant statutory authorities for the entire land, i.e for both phases, at the outset, and prepare, assist in issue and acceptance of tenders of CGEWHO's Housing Project at Shatabadi Nagar, Meerut and supervise quality and progress of construction and issue certificates etc upto the defect liability period in accordance with the conditions of the contracts to be entered into between the Client and the Construction Agency (hereinafter called the 'Contractor') for the CGEWHO's Shatabadi Nagar, Meerut Housing Project assigned to them, including drawing up of specifications, preparation of design, structural drawings, obtaining approval from all Statutory Authorities architectural towards construction of complex, RERA registration & its compliance and schedule of quantities and estimates of stores requirements, making models etc, as required all to the satisfaction of and in accordance with the directions issued from time to time by the client and in conformity with the local bye-laws governing such constructions and to undertake full responsibility for the structural soundness including supervision of works of the construction proposed, obtain completion certificate from Statutory Authorities and to abide by the terms and conditions set out hereinafter. Necessary deposits with the authorities shall be borne by CGEWHO towards obtaining the approval of plans, other approvals, completion certificates etc.

AND WHEREAS the client has accepted the said offer of the Architect, now it is hereby agreed that in consideration thereof, the client will pay to the Architect for the said services rendered under this Agreement, a total fee equal to \_\_\_\_% (Annexure-D) of the total construction cost of the project as defined in the notes on Stage `A' planning at para (8) & (9) as on completion of the works at the project. The total consultancy fee includes all Statutory Taxes & Duties including GST. All taxes and duties which are to be deducted at source shall be done so while releasing all payments. After last date of submission of the tender, if any new

tax/duty is imposed/levied other than changes in Income Tax rates, the same shall be reimbursed to the Architect, on production of the deposit challans for the amount paid by the Architect. The break down details of stagewise payment of fees is given as in Stage A & Stage B. (For the purpose of break-up, payment during planning stage and Project Management stage has been considered as 40% and 60% respectively of the total fees payable).

### (a) STAGE A - PLANNING

The scope of work in this stage and fee payable is given in the succeeding paragraphs. The fee for Planning Stage shall be paid sub-stage wise as percent of the total construction cost

of the project. The schedule of sub-stage wise payment shall be as under:-

Sub-	Description of Service	Time Allowed	Proportion of
Stage		(indicative)	total fee payable
I	II	III	IV
1.	On finalization of site plan, layout plan of complex plans of different types of dwelling units, floor plans of blocks and plans of		1%
	ancillaries, and approval of the same by Client. Towards approval the architect consultant shall give a presentation, as the scheme proposed by him along with the time schedule towards planning & implementation of the project.		E
2.	On approval of plans by local authorities to include Development of selected plans as per bye-laws/ rules/ regulations/ codes etc and submission to the competent local authorities for sanction, carrying out modification as required by competent authorities culminating in approval of plans by the local authorities for execution of the project. Submitting original sanctioned drawings & CD with two additional sets of certified sanctioned drawings to the Client.	12 weeks after the Sub Stage 1.	W
i)	Plan approval by Statutory/ Local Authorities after submitting proposals and obtaining all relevant NOCs/ approvals including Fire authority, airport clearance etc. for execution of the project.		8%
ii)	Approval from Local Electricity Board, if required		1%
iii)	Applying and getting RERA registration for the scheme		0.5%
3.	Obtaining approval towards Environment Impact Assessment.	To be done parallel with Sub Stage 2.	1.2%
4.	Preparation of outline specifications and	To be done parallel	0.5% Page 21

	preliminary cost estimates based on plinth area basis	with Sub Stage 2.	
5.	Technical Brochure in multi colour to a size of 10.5" x 8.5" equals twice the number of dwelling units. The brochure to contain details such as concept, key location plan, layout and plan of different types of dwelling units, their area details, outline specifications and likely cost.	02 weeks after the Sub Stage 2 & 4.	0.5%
6.	Making and submitting models of each package at the site office, of layout plan of the entire project, including roads, paths, electrification, sewage, storm water drainage, landscaping/ horticulture, rain water harvesting system, lifts and model (with lift able roofs to make layout plan of floors & flats including furniture layout with Perspex cover to be provided for each model) for the blocks mentioned in the sub-stage 3 above. The scale will be:  (i) Site Model  - 1:400  (ii) Individual Block - 1:200  (iii) Detail Plan Model - 1:50  (iv) CGEWHO Office - 1:25	Parallel with Sub Stage 5.	0.5%
7.	On preparation of specifications, cost estimates and complete tender document including Architectural and structural drawings, price bid formats etc. preparation and & modification of working drawings and tender drawings for civil, electrical, lifts, fire fighting, internal plumbing & water supply works etc. including details of external services such as sewerage, storm water drainage, water supply, pump house, overhead and underground tank, roads, landscaping, horticulture, rain water harvesting system and any other such service; also finalization of all designs and structural drawings. This will include:		W H O

a) For all blocks/dwelling units, community hall, CGEWHO Office, shops, ancilliary buildings and other central amenities complete working details and drawings including architectural, structural, plan and layout for all internal services (internal electrification water supply, plumbing drainage, sewage and waste disposal including garbage disposal arrangements). Drawing detailed specifications as required, all conforming to the bye-laws for each block/unit for approval of the client submitting two sets of drawings for comments/approval.	C
b) Incorporating modifications as finally approved by the Client in details, drawings, and specification as per Sub-Clause 7 (a) above and submit four sets of working drawings including on CD and detailed specification. Modifications till final completion of the project shall be carried out as per the progress and it shall be recorded in the drawings to be included in the fee of the architect and no additional amount will be	GE
payable on this account.  c) Design, prepare complete working details and drawings including architectural and structural, electrical & plumbing for site development works, draw out detailed specification as required, all conforming to bye-laws for the following and submit two sets for comments/approval. Liaison with technical consultant to be appointed by the organization for vetting of structural drawings prepared by the Architect Consultant.	W
(i) External sewage and waste water disposal layout plans of sewerage system (including connections) from first manhole of blocks/ units with BDA/ Municipal Sewerage scheme with layout plants of sewer line as interim arrangements, if required including liaison with local municipal authority for the same.  (ii) External roads/ paths, culverts on drains and approaches to garbage bins of blocks/units.  (iii) External area/storm water drainage and culverts.	0

			T
i) ii) iii) 8.  9.  10.	(iv) External water supply.  (aa)Underground reservoir, overhead reservoir, tube wells and pumping stations, as required.  (ab) Water supply mains from pipe lines of water supply authority to underground reservoir/ overhead reservoir/ water meter of blocks/dwelling units.  (v) Rain water harvesting system.  (vi) External compound wall with gate, cattle traps etc as necessary.  (vii)Other ancillaries.  Building and external services  External Electrical Works  Lifts  Prepare and submit required numbers of sets of display drawings showing layout, circulation, elevation, sanitary & plumbing, electrification, water supply etc and lay out plans showing all external services like roads, open area, sewage, water supply, electric supply, area/ storm water drainage, rain water harvesting system, lifts, ancillaries etc for information of visitors and others, as mentioned in sub-stage 7.  Obtaining NOC from local fire fighting/ lifts authority.  Obtaining the scheme and load sanctioned with State Electricity Board for external electrical work, sub-station building, switch rooms as required Electric street lighting, distribution feeders/lines/service connections (overhead as well as underground as required) from substation to electric meter of blocks/dwelling units.  On preparation of tender documents, conditions of contracts, schedule of quantities etc. To include:  (a) Prequalification of contractors of repute and sound financial standing.  (b) Preparation of tender documents including external services and ancillaries, and detailed specifications, invitation of tenders, analysis	4 weeks after Sub-Stage 2.  Parallel with Sub-Stage 2.  -dodo-	3.0% 1.0% 0.5% 0.5%
	and scrutiny of tenders upto the stage of		
	acceptance.		
	(c) Prepare and submit 2 sets of priced bills of quantities, standard measurements (block		
	wise) and schedule of stores required		
			Page 24

	T	T	<u> </u>
	separately for each block including all internal		
	services as directed in sub-stage 7 above.		
	(d) Prepare and submit 2 sets of priced bills of		
	quantities and schedule of stores required		
	separately for all external services, external		
	compound wall and all other ancillaries as		
	l =		
	described in sub-stage 7. The bills of quantities		
	and schedule of stores shall be correct within a		
	tolerance of +5%. Pricing shall be at latest		
	CPWD DSR year 2007 enhanced rate by		
	ruling percentage to be cross verified with the		
	market rate.		
i)	Building & external services		5.0%
ii)	External Electrification	8 weeks after the	2.5%
iii)	Lifts	Sub-Stage 7.	2.0%
12.	Monthly/ periodical visits of Chief Architect to	Currency of project	4%
	site during progress of work and sproviding	construction.	
	details, clarifications towards structural		
	drawings/ designs, various services, working		
	drawings and submission of project progress		
	report alongwith photocopies in hard copy as		
	well as CD.		
13.		On completion of	6.3%
13.	Certify final completion of works. Preparation	On completion of	0.3%
	& submission of completion drawings for	the project.	
	obtaining Occupancy certificate from BDA &		\ A /
	other relevant authorities		1/1/
	i) Prepare and submit drawings of external		W W
	services and dwelling unit line plans (layout of		
	plumbing, electrification, water supply, fire		
	fighting, lifts etc), as executed at site for		
	different types of dwelling units/floors for		
	information of prospective occupants(three		
	copies each with a superimposed drawing		
	copies each with a superimposed drawing		
	showing all services on it with different		
	showing all services on it with different		
	showing all services on it with different colours. Notations (4 sets of hard and soft		
	showing all services on it with different colours. Notations (4 sets of hard and soft copies).		
	showing all services on it with different colours. Notations (4 sets of hard and soft copies).  ii) Prepare and submit completion drawings,		
	showing all services on it with different colours. Notations (4 sets of hard and soft copies).  ii) Prepare and submit completion drawings, obtain approval and certifications of completed		
	showing all services on it with colours. Notations (4 sets of hard and soft copies).  ii) Prepare and submit completion drawings, obtain approval and certifications of completed work from the competent authorities and		0
	showing all services on it with different colours. Notations (4 sets of hard and soft copies).  ii) Prepare and submit completion drawings, obtain approval and certifications of completed work from the competent authorities and submit such certificate alongwith 4 extra sets		0
	showing all services on it with different colours. Notations (4 sets of hard and soft copies).  ii) Prepare and submit completion drawings, obtain approval and certifications of completed work from the competent authorities and submit such certificate alongwith 4 extra sets of completion drawings.		0
	showing all services on it with colours. Notations (4 sets of hard and soft copies).  ii) Prepare and submit completion drawings, obtain approval and certifications of completed work from the competent authorities and submit such certificate alongwith 4 extra sets of completion drawings.  iii) All works connected with handing over of		0
	showing all services on it with different colours. Notations (4 sets of hard and soft copies).  ii) Prepare and submit completion drawings, obtain approval and certifications of completed work from the competent authorities and submit such certificate alongwith 4 extra sets of completion drawings.		0

### (b) Notes on Stage-`A'- Planning

- 1. No extra payment will be due in case of any modifications required in the drawings before or after issue of tenders. These will be deemed to be included in the fee of the architect. However, if there are major modifications necessitated subsequent to issue of tender drawings to construction agencies due to change in over-all design by the Owner, these will not be covered under this Clause and compensation for such revision shall be mutually discussed and agreed upon between the Client and the Architect. In such cases, the decision of the Chief Executive Officer will be final and binding.
- 2. Deviations: Deviations to be ordered on the architectural services not to exceed 10% of the cost of the project.
- 3. Time/period of completion of work, as mentioned, shall be considered as essence of this contract. The time/period for each stage mentioned in column (III) shall be reckoned from the date the offer of the Architect/ Consultant is accepted by the Organisation and communicated in writing accordingly. If the client so desires the Architect shall do everything reasonably possible to reduce the time period allotted otherwise.
- 4. The Client at his sole discretion reserves the right to omit any stage of work listed in column (II) or part thereof. The Architect's fee shall be correspondingly reduced as decided by the Client. The Client reserves the right to assign such of the works or part thereof to any other agency and the Architect shall have no claim against the Client on that account.
- 5. For Sub-stages, the Architect shall be entitled to receive Running Account payments for the stages of work completed by him at @ 90% of the fees due to him at the percentage indicated in column (IV). The 10% amount thus retained by the Client shall be payable to the Architect after all the services required to be rendered by the Architect under this contract have been completed to the satisfaction of the Client.
- 6. In the case of total omission of any item mentioned in column (II) sub stage 1 to 14, the architect shall be entitled to payment of fees for the sub-stages already completed and submitted to the client, no payment shall be due to the architect to incomplete or partially complete for any item of work.
- 7. If there is any error or omission or discrepancy in plans, structural design, drawings and/or in the specification and/or quantities (beyond 5% tolerance) furnished by the Architects, the Architect shall rectify the same and furnish revised designs, drawings and specification immediately the error comes to notice whether before or after commencement of work and nothing extra shall be paid to the architect towards the above rectifications.
- 8. The total construction cost shall include actual cost of construction for all building works, provision of all internal services like electric supply, water supply and sewerage, lift and also cost of all external services including external electrification, fire-fighting, water supply and sewerage, rain water harvesting system, roads and paths, compound wall, gates, landscaping,

solar and green building norms etc.

- 9. The total construction cost shall not, repeat NOT include the cost of land and all connected charges pertaining to registration, transfer etc, increase in tax, expenditure involved in obtaining various sanctions from the concerned authorities approval of plans, obtaining electrical and water supply connections and any other payments due to State Electricity Board, Municipal Corporations, Water supply authorities, administrative costs of other statutory bodies and all expenditure incurred on account of soil testing, survey etc. It will however include element of labour & material escalations and also any other extra items & Deviation Orders that may become payable to the Contractors. However, till the contract cost is not determined, estimated cost shall be taken towards release of interim payments to Architect Consultant. However, on finalisation of contracts, the payment shall be regulated accordingly and the difference on payments, already released shall be paid / recovered, as the case may be.
- 10. The Architect shall ensure that all activities from sub stage 3 upto the issue of tender for construction shall be completed within 20 weeks (140 days).

### STAGE 'B' - PROJECT MANAGEMENT

- 1. The Client desires the Architect to supervise the work of contractors/construction agency/agencies for all the contracts accepted under the total scheme of CGEWHO's Shatabadi Nagar, Meerut Housing Project", including all external services in the complex and connecting the same to Local Authority/MDA/ Municipal power/water lines, sewer, storm water drainage etc. as required to make the buildings functional. This shall also include the works executed by the agencies at the risk and cost of defaulting contractors. The Architect shall discharge the duties effectively and efficiently with full responsibility for such services.
- 2. PROJECT MANAGER: The Client will appoint a Project Manager(s)at the site who will represent the Client at site in all matters pertaining to execution, supervision and planning of the project. He will be a representative of the Client and all instructions pertaining to the project as given by him will be deemed to be taken as given by the Client.

3. Schedule of payment for complete project management shall be as under:-

	Brief Description of Stage	Proportion of total fees payable
<u>(a)</u>	Supervision	
i)	Drawing up and finalising CPM Chart (in MS project or primavira), in consultation with the contractor's and clients representative, including fort-nightly review and updating the chart.	
i <mark>i)</mark>	All requisite services for active supervision & timely progress of work during the execution stage, conforming to the contract agreement for employment of technical personnel as per this agreement.	
iii)	Record measurements as required, check contractor's application for payments on account	

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	including preparation of special rates for addition/	
	omission in accordance with the contract provisions	
	and submit recommendations for payments due to	
	the contractor in terms of contract.	
iv)	Review of contractor's progress and update CPM	
IV)		
	chart fortnightly, attend meetings for discussions	45% in instalments
	with contractor and client's site representatives	
	issuing notices to contractor pointing out his	to percentage of
	shortcomings in adherence to quality and/or time	progress of work,
	schedule with copy to Client.	alongwith the RARs (running
v)	Submit reports and recommendation to Client at	\
	intervals (not exceeding one per month) indicating	account receipts)
	changes if any in the cost structure, quality and	
	progress of work, and measures necessary to make	
	good delays if any, and to reduce expenditure	
	completion of work.	
vi)	Attend at site and/or office as may be desired by the	
	Client for discussion etc with the CEO or	
	representative of the client.	
(b)	TESTS	
	Carrying out special checks/tests immediately after	
	completion of the respective stage of work and also	
	before taking over of works from contractors to	
	ensure that:-	
i <mark>)</mark>	Roof and floor slopes are correct and that there is no	
	leakage, seepage or dampness in walls, roofs and	<b>50</b> / ( <b>6</b>
	floors from any source whatsoever.	5% (five percent)
i <mark>i)</mark>	No leakage or seepage would occur through sunken	(in proportion to
	floors.	percentage
i <mark>ii</mark> )	No leakage through soil, waste or rain water pipes	progress of works
	and that there is no blockage in those.	as per RARs)
iv)	Slopes in floors or rooms, toilets, kitchen and other	
	places have been correctly provided	
v)	No leakage or seepage through water supply and	
	pl <mark>u</mark> mbing works.	
vi)	No leakage or seepage in overhead and underground	
	ta <mark>n</mark> ks.	
vii)	Lifts function properly and efficiently and that no	
	leakage or seepage or dampness occurs in the lift	
	well.	
viii)	Fire hydrants and accessories are functional,	
	wherever provided.	
ix)	Any other test not listed here	
(c)	Completion of Work	
(0)	Completion of Work	
i)	Certify final completion of work	

	bills, certifying payments due to the contractor(s) in	
	terms of the relevant contracts on completion of	
	work	
iii)	All requisite services for active supervision of work	10%
	(including incidence of cost of Architect in	(Ten percent)
	complying with the contract agreement and on	
	account of salaries of technical personnel	
	employed on the job) during defect liability	
	period, issue of notices to contractor and	
	recommendations to the Client as may be required,	
	issue of certificate on completion of defect	
	liability of contractor including payment due to	
	or from the contractor.	

### NOTES ON STAGE B - PROJECT MANAGEMENT

- 1. The Architect shall be entitled to Running account payments of 90% based on the percentages of work completed satisfactorily. The 10% amount thus retained by the client shall be paid to the architect after:
  - a. All the services required to be rendered by the architect under this contract have been completed to the satisfaction of client.
  - b. Defect liability period of all contracts being supervised by the Architects is over.

The architect shall submit pre-receipted bill at intervals of not less than one month. The last and final bill for the residual amount with no claim certificates, duly pre-receipted shall be submitted only after all services required to be rendered by the Architect under this contract have been completed to the satisfaction of the Client, and final bills of all contractors have been paid.

- 2. All payments due to the Architect shall be made to the Architect through Account Payees Cheque drawn in favour of the Architect.
- 3. The payments towards each sub-stage shall be released on pro-rata basis on the basis of works completed and certified by project manager of each package according to the certified bills of the construction agencies towards each sub head of sub-stage from the head office only.

### **GENERAL CONDITIONS**

## 1. Architects Responsibilities:

Except to the extent otherwise stipulated in this Agreement, the responsibility and services of the Architect shall include the responsibilities and obligations of Architects as laid down by the Council of Architects (except net liability and schedule of payments) and will in particular include the following obligations of the Architect:-

- (a) Development of plans to the entire satisfaction of client. Preparation of all detailed drawings, including structural drawings and drawings for the services at the project. The correctness and details of the structural drawings for structural safety shall be the responsibility of the Architect.
- (b) The Architect shall also indemnify the client against any action for infringement on patent right, if any.
- (c) Obtain sanction, approval and certification of original plans and works by the competent authorities before commencement, during execution and after completion and submitting those to the client without any delay, according to the conditions laid in the sale deed.
- (d) The Architect shall hand over the original drawings with three certified true copies of the sanctioned plans/drawings alongwith letter conveying the sanction of the statutory/local bodies before the commencement of construction and completion certificate/letter after the completion of the works to the client.
- (e) Effective supervision of works to ensure incorporation of approved materials, sound workmanship. Effective monitoring for smooth and timely execution of the project.
- (f) Certification of all completed works to ensure compliance with all statutory, and local regulations, code of practice and mandatory tests, saving and indemnifying the Client against all actions in this regard.
- (g) Verification and certification of all measurements, evaluation and payment to the contractors.
- (h) Tests and checks to ensure that there is no leakage, seepage or dampness and that the various services function efficiently.
- (i) Architect's representative for each package should be present alongwith client's representative and contractor's representative at the time of handing over of each dwelling unit to the allottees.
- (j) The Architect shall not assign any of these rights and obligations to any other party without prior written consent of the Client.
- (k) The architect shall indemnify the client for a period of one year from the date of completion of the Project against any claim awarded by the Consumer forum in favour of any of

the allottees/beneficiaries on account of any fault in the dwelling units due to any fault of the architect.

# 2. <u>Client's Responsibilities:</u>

The client shall provide the following:

- (a) Detailed project brief covering all aspects of the project requirements including intended specifications in outline to enable the architect to proceed with the design tasks without hindrance.
- (b) An authenticated site plan of suitable scale with all dimensions, physical features of the site, trees and details of surrounding areas and services available.
- (c) An accurate topographical survey plan of the site with spot levels at 3 M intervals.
- (d) Copy of sale deed of plot and all other documents required for the purpose of getting approvals of local authorities and all other agencies.
- (e) Report on subsoil investigation, to be carried out as per specifications of the Architects.

Note: The Architect shall get the requirements at para 2 (c) and (e) above pertaining to topographical survey and sub-soil investigation respectively complied with on behalf of the Client, through invitation of tenders for execution of these items of work. Payments for these works shall be made directly by the Client to the parties concerned on the basis of certification by the Architect.

- 3. The Client shall have the discretion of dividing the consultancy in two parts i.e. planning and project management into two architectural firms.
- 4. Architects' Supervision (Stage B Project Management): The Architect's fee shall include the provision of supervisory staff at the site to ensure effective supervision of the contract in accordance with the contract provisions. The Architect shall provide following minimum staff at site for each complex with anticipation of three separate contracts for construction of DUs.

S.No.	Staff with minimum requirement	No.	Duties
1.	Chief Architect (shall be	01	He shall visit periodically at intervals not
	Graduate Architect with		exceeding a fortnight to supervise the
	minimum of 20 years of		work and also as and when required
	experience or 5 years in case of		either by the Client or the site
	owner/ Director of the firm)		representative of the Client for any
			discussions/ clarifications etc.
For each	n of three separate packages		
a.	Project Manager -	01	Will provide whole time supervision at
	Graduate Engineer with 10-12		the site of work for each type of contract
	years experience in construction/		during execution, and upto completion of
	project management and atleast		all contracts under the

	3 years as independent incharge		project.	
	of a project of similar magnitude			
b.	Civil Engineers -	01		
	Degree/ Diploma holder with		-do-	
	experience of 05-10 years on			
	housing projects			
c.	Electrical Engineers -	01		
	Relevant Engg Degree/ Diploma			
	holder with experience of 05 - 10		-do-	
	years on execution of works			
d.	Consultants			
i)	Structural Consultant			
ii)	Public Health Consultant	Will be available for consultation as required.		
iii)	Electrical & Lift Consultant			
iv)	Arboriculture & Landscapping			
	Architect			
v)	Roads Engineering Consultant			
vi)	Rain Water Harvesting			
	Consultant			
vii)	Environmental Engineer			

Note – In case of non-deployment of the personal the Engineer shall be deployed by owner directly and debit the total CTC from the bill dues of Architect consultants.

Penalty clause – If Project Manager is not deployed as per the contract, a penalty of Rs.1,00,000/- per person per month will be levied.

- ii) If Civil Engineers are is deployed as per the contract, a penalty of Rs.75,000/- per person per month will be levied.
- iii) If Electrical Engineer is not deployed as per the contract, a penalty of Rs.75,000/- per person per month will be levied.

In case Architect fails to deploy engineers specified as above for consecutive 3 months the contract may be terminated at the discretion of the accepting authority.

#### NOTES FOR PARA 4 OF GENERAL CONDITIONS: ARCHITECT'S SUPERVISION

- (a) Additional Supervisors/ Consultants as required depending on quantum of work, shall also be provided at site of work by the Architect without extra charge to Client for all stages upto issue of completion certificate. Thereafter, for each package atleast two civil engineer diploma holder with adequate experience shall be available at site till the expiry of defect liability period. The Project Manager of each package shall visit the site during this period at intervals not exceeding a fortnight.
- (b) The Architect shall immediately remove any person(s) on being notified to do so by the Client without assigning any reasons and provide immediate replacement.
- (c) The Project Manager engaged by the Architect as a whole-time supervisor shall be accredited to take decisions, on day-to-day problems on behalf of the Architect.
- (d) The Project Manager at site, a representative of client, shall have the authority to alter any decision taken by or on behalf of the Architect so far as execution of work by the contractor is concerned.
- (e) The Chief Architect & Project Manager of each package shall present himself at site during the visit of Chief Executive Officer/Director (Technical) or any other officer for which two days notice will be issued by the site representative of the client.
- (f) The Architect shall ensure that all requisite tests including those listed in the building contracts are carried out so that there is no leakage, seepage, errors in slope or breakdown in services on account of defective design or execution of work. All tests shall be signed by the representative of Architect, contractor and Project Manager of CGEWHO. The record of all the tests shall be maintained by the Architect and handed over to the Project Manager, CGEWHO alongwith respective final bill of Contractors.
- 5. <u>Time Schedule:</u> It is an express condition of this contract that the Architects shall adhere to the time schedule given for the various stages of activities. Any delay anticipated shall be immediately brought to the notice of the Client, by the Architect giving detailed reasons for such delays.
- 6. The Architect shall after obtaining completion certificate from local/statutory bodies hand over the completion certificate to the Client alongwith completion drawing and three certified true copies.
- 7. Penalty: In case the Architect delays completion of any stage beyond the period indicated under column III (of schedule of stagewise payment described in Articles of Agreement Stage 'A' Planning Stage) and the client whose decision shall be final and binding, decides that the delay is within the Architect's control, then the Architect fees as quoted in the above schedule, under column IV of the entire work (i.e. sub-stages 1 to 12) shall be reduced by 1% (one percent) for every week delay or part thereof as per the decision of the client but to a maximum of 10% (ten percent) of the total fee for the period of delay within Architect's control.

- 8. <u>Deviation Orders</u>: No Deviation order shall be given by the architect directly. He/ She shall take prior technical and financial approval from CGEWHO Head Office before issuing any order to the Contractor.
- 9. <u>Supply of Drawings</u>: The Architect shall supply sufficient drawing sets for issue of tenders and four sets for the execution of work and also four sets of completion drawings without any extra cost to the Client. The architect shall also submit the report in CD format.
- 10. <u>Completion Certificate</u>: Before receiving final bill, the Architect shall ensure that following actions are completed:-
- (a) After satisfactory completion, hand over the external services to concerned civil authority for subsequent maintenance wherever applicable.
- (b) After obtaining completion certificate from local/statutory bodies, hand over the completion certificates to the Client.
- 11. Handing over services for maintenance to local bodies/authorities: Prepare all drawings and necessary documents for all external services wherever applicable and hand over these to the concerned civil authorities or department for maintenance and record.

## 12. <u>Design Calculations:</u>

(a) The Architect shall maintain proper design folder (blockwise) giving detailed calculations and shall supply the same to the Client on demand and in any case before commencement of construction. The architects shall also interact and provide all necessary assistance to the proof check consultant towards design.

#### (b) Proof Check

Structural design and drawings and all the technical specifications proposed by the architect would need to be proof checked by an outside agency such as IIT or any other institution of repute engaged by the client for the purpose, before the same are accepted by the client and become part of the work. Such outside agency may also be required to exercise independent quality control measures at the site with a view to finally render a good quality construction certification towards the project.

- 13. If any extra payment becomes due to the contractor on account of any defects or drawbacks in the design and/or drawings and/or lack of any supervision and/or services provided by the Architect under agreement, the same shall not be taken into account for computing payment due to the Architect.
- 14. <u>Default Termination</u>: If at any time inspite of reasonable notices, the client considers that the Architect is making default or is not progressing diligently, or that the quality of the services rendered by the Architect is not satisfactory, or that the Architect is not

effectively cooperative in achieving the targets of the scheme one way or other or that the Architect is lacking in professional ethics or misconducts himself, then Client may at his sole discretion terminate this contract in whole or in part as he deems fit without assigning any reasons. In the event of such termination, the Architect shall be entitled to be paid only for those stages of works/services which have been fully completed by the Architect. No compensation whatsoever or payment shall be due to the Architect for any incomplete stage or on any other account. Any drawings, design etc received by the Client for incomplete stage shall, however, become the property of the Client.

- 15. <u>Foreclosing</u>: At any time before the services and obligations under this contract are completed by the Architect, the Client shall have right to foreclose this agreement without assigning any reason to the Architect. In case of such foreclosures, the Architect shall be entitled to be paid for the stages of work already completed by him at the applicable rates and a reasonable compensation as decided by the Client (which shall be final and binding) for any part or any stage or service of the Architect already completed by the Architect before he was served with a notice of foreclosures.
- 16. <u>Dispute with contractor</u>: If any dispute arises and persists between the Architect and the contractor, this shall be referred to the Chief Executive Officer, CGEWHO whose decision on such dispute shall be final and binding.

# 17. ARBITRATION:

- (a) If any dispute arises and persists between the Architect and Client, the same shall be referred to the Sole Arbitrator to be appointed by the President of the Governing Council of the Organisation whose award shall be final and binding on both parties. The Arbitrator shall submit his award within four months of his entering into the reference. This period may be extended by the Arbitrator with the consent of both the parties. Arbitration jurisdiction shall be Delhi only and all the hearing, if required, shall be held within the jurisdiction only.
- (b) Such reference shall not take place by either parties until after the physical completion or alleged completion of works or termination or de-termination of the contract referred to hereinbefore.
- (c) Only that court within whose jurisdiction the Head Office of the Client is located will have jurisdiction on any matter regarding reference to court.
- (d) The President of the Governing Council of the Organisation who is the only authority empowered to appoint the Sole Arbitrator to adjudicate the disputes between the Client and the Architect shall fill a vacancy, which may arise and/or be caused on account of demise or resignation of the Sole Arbitrator rendering the Sole Arbitrator incapacitated to adjudicate the matter and the Architect shall have no objection for filling of the said vacancy so caused. The Architect also further agrees that he shall have no objection to the appointment of a Sole Arbitrator by the President of the Governing Council of the Organisation on the grounds/reasons that the Sole Arbitrator is an Officer subordinate to the President of Governing Council/appointing authority.

18. All the previous correspondence, negotiations between the parties shall have no effect whatsoever. The rights and obligations of the parties shall be governed exclusively by the terms and conditions of this agreement.

As witness the parties to the contract aforesaid, set their hands as under:-

This day of Two Thousand and Twelve Architect Client CHIEF EXECUTIVE OFFICER CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING ORGANISATION 9th Floor 'B' Wing, Janpath, Janpath Bhavan, N Delhi-110001. Witness: Witness:

# ANNEXURE A

**GRADING FOR SCRUTINY OF ACHITECHTURAL FIRMS** 

	January Charles and Charles an		ITECHTURAL FIRMS	
		TOTAL MARKS	CRITERIA	MARKS
1	Year of Formation	5	10 years and above	5
	<u> </u>		6 to 10 years	3
			0-5 years	0
2	No of group housing projects	20	6 Projects and above	20
	completed (minimum no. of DUs ½		3 to 5 Projects	15
	of proposed DUs)		2 Projects	6
			1 Project	3
3	Inhand group housing projects	10	3 and above	10
	(Minimum of ½ of proposed DUs)		2 Projects	5
			1 Project	3
4	Planning and design competition	5	4 and above	5
	won		1 to 3	3
			0	Nil
5	Computer Software facility for	5	Yes	5
	engineering purpose		No	Nil
6	No of graduate architects	10	5 and above	10
			3 to 4	5
			1 to 2	3
			0	Nil
7	No. of graduate engineers	10	5 and above	10
			3 to 4	5
			1 to 2	3
			0	Nil
8	No. of Diploma Engineers with	10	11 and above	10
	more than 5 years of experience		6 to 10	5
			3 to 5	3
			0 to 3	Nil
9	Certificate of Users	15	Outstanding	15
			Very Good	10
			Good	5
10	Financial Status	5	Profit making	5
			Loss	Nil
11	Average Turnover (for last three	5	Above 50 lacs	5
	years with audited balance sheet)		25 to 50	3
			Below 25	0
	Total	100		

Note:

- 1. List of key technical staff with detail of experience to be enclosed in support of point 6 8 of above proforma.
- 2. The average annual financial turnover of the immediate last three years (scanned copy of certificate from Chartered Accountant to be uploaded). The value of annual turnover figures shall be brought to current value by enhancing the actual turnover figures at simple rate of 7% interest per annum. Year in which no turnover is known would also be considered for working out the average
- 3. Profit/Loss:- Should not have incurred any loss (profit after tax should be positive) during the last three, duly certified and audited by the chartered accountant.

# **ANNEXURE B**

# CRITERIA FOR EVALUATION OF PERFORMANCE OF CONSULTANTS FOR TECHNICAL EVALUATION

S.No	Minimum Criteria	Grading Criteria	Sub Mark	Max Marks
		Presentation Parameters	Marks	
i)	The bidder shall make a presentation and evolution of the Vision Master Plan for Construction of residential buildings for the Central Government	• Understanding of the scope of work as per Architect's brief and site parameters work schedule/ plan.	25	G
_	employees on CGEWHO's plot at Shatabadi Nagar, Meerut.	Design concept     with respect to     local conditions,     client profile, new     technologies,     sustainable     parameters w.r.t.     IGBC ratings	30	E
		• Detailed Space Management at	25	14/
		Master Plan level as well as individual units.		W
		Innovativeness     indesigns     approach, façade     design and     landscaping design	20	Н
	Total Marks			100

QUOTATION FOR ARCHITECTURAL CONSULTANCY SERVICES FOR CGEWHO PROJECT AT SHATABADI NAGAR, MEERUT (U.P.).

(Only Online Quoted Financial Bid will be Accepted)

Consultancy fees towards provisioning of total services shall be in percentage of the total construction cost as explained in the draft contract agreement (inclusive all taxes).

It is accepted that, CGEWHO may divide the consultancy into two parts i.e. 'Planning' & 'Project Management'. The break-up of the fees for the two parts in that case shall be 40% & 60% of the total consultancy fee sought above.

