

AGREEMENT

Made this ___ day of _____ 2025 between the Chief Executive Officer, Central Government Employees Welfare Housing Organization (CGEWHO), an autonomous body registered under the Societies Registration Act XXI of 1860 and presently having its Head Office at 9th floor, B Wing, Janpath Bhavan, Janpath, New Delhi 110 001 hereinafter called the 'CLIENT' on the one part _____ and having their registered office at _____, hereinafter called the "PMC" on the other part.

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

Sl no	NAME OF THE PROJECT	Nos. of DUS	Total Construction Cost in Cr. (Approx.) including Escalation	Approx. Cost incurred till date (Cr)
1	Kolkata Ph-III	236	89	18

1. The Client desires the Project Management Consultancy (PMC) to supervise the work of contractors/construction agency/agencies for all the contracts accepted under the total scheme of CGEWHO, including all external services in the complex and connecting the same to Local Authority/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 PMC 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
(a)	Supervision	
i)	Drawing up and finalising CPM Chart (in MS project or primavira), in consultation with the contractor's and clients representative, including fortnightly review and updating the chart.	
ii)	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 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 chart fortnightly, attend meetings for discussions with contractor and client's site representatives issuing notices to contractor pointing out his shortcomings in adherence to quality and/or time schedule with copy to Client.	70% (seventy percent) in instalments to percentage of progress of work, along with the RARs (running account receipts)
v)	Submit reports and recommendation to Client at intervals(not exceeding one per month)indicating 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)	Roof and floor slopes are correct and that there is no leakage, seepage or dampness in walls, roofs and floors from any source whatsoever.	5% (five percent) (in proportion to percentage progress of works as per RARs)
ii)	No leakage or seepage would occur through sunken floors.	
iii)	No leakage through soil, waste or rain water pipes and that there is no blockage in those.	
iv)	Slopes in floors or rooms, toilets, kitchen and other places have been correctly provided	
v)	No leakage or seepage through water supply and plumbing works.	
vi)	No leakage or seepage in overhead and underground tanks.	
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	
i)	Certify final completion of work	
ii)	Taking final measurement as required, preparing 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 (including incidence of cost of PMC in 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.	25% (Twenty five percent) (To be released @ 1% per month during DLP period of 2 years

NOTES ON PROJECT MANAGEMENT

1. The PMC shall be entitled to Running account payments of 75% based on the percentages of work completed satisfactorily. The 25% amount thus retained by the client shall be paid to the PMC after :
 - a. All the services required to be rendered by the PMC under this contract have been completed to the satisfaction of client.
 - b. During Defect liability period the payment @ 1% per month shall be released in two years from total withheld amount. Balance 1% will be adjusted in final payment after successful completion of DLP.

The PMC 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 PMC 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 PMC shall be made to the PMC through Account Payees Cheque drawn in favour of the PMC.

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 according to the certified bills of the construction agencies towards each sub head of sub-stage from the head office only.

GENERAL CONDITIONS

1. PMCs Responsibilities:

- (a) The PMC shall also indemnify the client against any action for infringement on patent right, if any.
- (b) Effective supervision of works to ensure incorporation of approved materials, sound workmanship. Effective monitoring for smooth and timely execution of the project.
- (c) 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.
- (d) Verification and certification of all measurements, evaluation and payment to the contractors.
- (e) Tests and checks to ensure that there is no leakage, seepage or dampness and that the various services function efficiently.
- (f) PMC's representative should be present along with client's representative and contractor's representative at the time of handing over of each dwelling unit to the allottees.
- (g) The PMC shall not assign any of these rights and obligations to any other party without prior written consent of the Client.
- (h) The PMC 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 PMC.

2. Client's Responsibilities:

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 PMC 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) Copy of Lease deed of plot and all other documents required for the purpose of getting approvals of local authorities and all other agencies.

3. Project Management : The PMC 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 PMC shall provide following minimum staff at site for each complex with anticipation of three separate contracts for construction of DUs.

Sl No	Requirement of staff	No. of staff
1	Resident Engineer Graduate Civil Engineer	1
2	Electrical Engineers Diploma Electrical Engineer	1
	Total	2
	Requirement of staff during defect liability period i.e. 2 years from the date of completion of the project i.e. receiving Occupancy/ Completion Certificate from the Authority	
1	Civil Engineer Diploma Civil Engineer	1
2	Electrical Engineer Diploma Electrical Engineer	1
	Total	2

- Penalty clause - i)** If Resident Engineers is not deployed as per the contract, a penalty of Rs.80,000/- per person per month will be levied.
- ii) If Civil Engineers are is deployed as per the contract, a penalty of Rs.60,000/- per person per month will be levied.
- iii) If Electrical Engineer is not deployed as per the contract, a penalty of Rs.40,000/- per person per month will be levied.

In case PMC 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 3 OF GENERAL CONDITIONS: PMC'S SUPERVISION

- (a) Additional Supervisors/ Consultants as required depending on quantum of work, shall also be provided at site of work by the PMC without extra charge to Client for all stages upto issue of completion certificate. Thereafter, at least one civil and one electrical engineer diploma holder with adequate experience shall be available at site till the expiry of defect liability period. The Resident Engineer shall visit the site during this period at intervals not exceeding a fortnight.
- (b) The PMC 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 Resident Engineer engaged by the PMC as a whole-time supervisor shall be accredited to take decisions, on day-to-day problems on behalf of the PMC.
- (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 PMC so far as execution of work by the contractor is concerned.
- (e) The Resident Engineer shall present himself at site during the visit of Chief Executive Officer or any other officer of the client from H.O.
- (f) The PMC 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 PMC, contractor and Project Manager of CGEWHO. The record of all the tests shall be maintained by the PMC and handed over to the Project Manager, CGEWHO along with respective final bill of Contractors.
5. Time Schedule: It is an express condition of this contract that the PMCs shall adhere to the time schedule of the project. Any delay anticipated shall be immediately brought to the notice of the Client, by the PMC giving detailed reasons for such delays.
6. The PMC shall after obtaining completion certificate from local/statutory bodies hand over the completion certificate to the Client along with completion drawing and three certified true copies.
7. Deviation Orders : No Deviation order shall be given by the PMC directly. PMC shall take prior technical and financial approval from CGEWHO Head Office before issuing any order to the Contractor.
8. Completion Certificate: Before receiving final bill, the PMC 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.

10. 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.

11. 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 PMC under agreement, the same shall not be taken into account for computing payment due to the PMC.

12. Default - Termination: If at any time inspite of reasonable notices, the client considers that the PMC is making default or is not progressing diligently, or that the quality of the services rendered by the PMC is not satisfactory, or that the PMC is not effectively cooperative in achieving the targets of the scheme one way or other or that the PMC 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 PMC shall be entitled to be paid only for those stages of works/services which have been fully completed by the PMC. No compensation whatsoever or payment shall be due to the PMC 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.

13. Foreclosing : At any time before the services and obligations under this contract are completed by the PMC, the Client shall have right to foreclose this agreement without assigning any reason to the PMC. In case of such foreclosures, the PMC 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 PMC already completed by the PMC before he was served with a notice of foreclosures.

14. Dispute with contractor: If any dispute arises and persists between the PMC and the contractor, this shall be referred to the Chief Executive Officer, CGEWHO whose decision on such dispute shall be final and binding.

15. ARBITRATION:

(a) If any dispute arises and persists between the PMC 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

herein-before.

(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 PMC 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 PMC shall have no objection for filling of the said vacancy so caused. The PMC 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.

16. 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

Project Management Consultancy

Client

CHIEF EXECUTIVE OFFICER
CENTRAL GOVERNMENT EMPLOYEES
WELFARE HOUSING ORGANISATION
9th Floor `B' Wing, Janpath,
Janpath Bhavan,N Delhi-110001.

Witness:

Witness:

QUOTATION FOR PMC SERVICES FOR CGEWHO PROJECT AT KOLKATA PH-III

(To be submitted under Envelope 2 by the PMC)

Consultancy fees towards provisioning of total services as explained in letter No. _____ dated _____. _____%age of the total construction cost as explained in the draft contract agreement.

Signature & seal
of the firm