

(TO BE EXECUTED ON NON JUDICIAL STAMP PAPER WORTH RS.)

RAJASTHAN HOUSING BOARD, JAIPUR



AGREEMENT

This Agreement is made at Jaipur on the day of, between Rajasthan Housing Board, Jaipur constituted under the Rajasthan Housing Board Act, 1970 having its office at Janpath Jyoti Nagar, Opposite Vidhan Sabha, Jaipur - 302005 represented by (Hereinafter referred to as the Board) and it will include its successor or assignees on the one part and Architect having its office at (Hereinafter referred to as the Consultant) on the other part.

Whereas the Board is desirous to undertake the design & planning of the following work/project/scheme at (Hereinafter referred to aswork/project/scheme) in accordance with the design brief attached hereto as Schedule-I (Terms & Conditions) and is further desirous to engage the services of a Consultant for a proper execution of the aforesaid scheme.

Whereas the consultant is capable, equipped and is willing to undertake professional consultancy for comprehensive Planning and Designing Services of the said Scheme in consideration for a professional fee to be paid to the Consultant as hereunder provided. The BOARD has agreed to the same on the undertaking of the consultant to professionally perform the said services required for successful completion of the project to the complete satisfaction of the BOARD and on the terms & conditions as set forth hereafter.

NOW THE AGREEMENT HEREBY WITNESSED AND IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1.0 SCOPE OF WORK

The Consultant shall provide services in respect of the following works:

- 1.01 Site evaluation and analysis including identification of existing physiographic features synchronizing with existing infrastructures and other natural features.
- 1.02 Preparation of layout plan, block plan, unit plan and site development plans. Multiple options to be provided till one of the option is accepted by the Board.

- 1.03 Preparation of architectural designs for the flats/ apartments/ houses/ any other structure with regard to plans/sections/elevation/3D View including sanitary, plumbing, drainage, water supply, sewerage, internal electrical network plan, lift, fire fighting work, safety system like CCTV etc, LPG supply pipe lines, garbage shaft, compound wall & its' gate, parking for two/four wheelers/ other service vehicles and structural engineering design.
- 1.04 Preparation of landscaping, arboriculture, water harvesting, external electrical (Transformer & backup power, if required) underground/overhead water storage tank/pump house, drainage system, external sewerage design and development plan related to the scheme.
- 1.05 Preparation of indicative furniture layout for typical flats/ apartment/houses/ other buildings.
- 1.06 Preparation & submission of complete assigned technical project report suitable for seeking technical sanction from the department & preparation of tender documents on the basis of Basic Schedule of Rates (BSR) or on analyzed rate item basis, as may be applicable.
- 1.07 Furnish PERT/CPM/Bar Chart of all the above mentioned works before commencing the work.
- 1.08 After completion of the project the consultant shall be required to submit "As built drawing", in five copies along with a soft copy in the form of CD/DVD/Pen drive as may be directed.
- 1.09 All documents submitted to the Board should be vetted & signed by the consultant. The entire responsibility of correctness & soundness of the proposed design shall lie with the consultant.
- 1.10 Drawings/specifications will have to be got finalized and approved by the Board.
- 1.11 All drawings and designs shall be as per the standards of BIS or any other relevant code(s) and as per prevailing Building Bye Laws applicable at the place of the project.
- 1.12 All specialized works shall be got done through professionally qualified experts. No extra payment or charges or any type of reimbursements shall be I paid towards hiring of any sub-consultant or outsourcing of the work from by the consultant. The fee payable to the consultant includes payment for all services required for the project.



- 1.13 The consultant shall assist the Board in getting any other approval/clearance/NOC from any agency department.
- 1.14 The Consultant shall get the Structural design approved from a Govt. Engineering College or any other institute agency approved by the Board, the charges for this shall be borne by the Board.
- 1.15 The consultant shall indemnify for infringement of Patent, Intellectual Property Right Laws with regard to drawings & design supplied by him. The Consultant shall be solely liable for any violation of the above and the Board cannot be held liable for the same.

2.0 SCHEDULE OF SERVICES

After taking instruction from the BOARD, the Consultant shall render the following services:

- 2.01 Prepare conceptual design for A&F sanction & complete design with reference to requirements given and prepare estimates of cost on cubic measurements in accordance with the BSR conforming to the requirements of eligibility for financial institutional loans, as suggested by the BOARD.
- 2.02 Modify conceptual design incorporating necessary changes and prepare preliminary drawings and design for acceptance of the Board, along with the revised estimates of cost for technical sanction etc.
- 2.03 Prepare suitable drawings for works like, fire fighting, water harvesting, water supply, sewerage etc. which are required to be submitted to any competent authority to obtain 'Development Permission', 'Commencement Certificate' etc.
- 2.04 Visit the site of work as and when necessary and whenever required by the Board, subject to a minimum of one visit per month to clarify and interpret the drawings and specification that may be necessary and attend conferences and meetings as and when required and to ensure that the work/project progress is in accordance with the conditions of contract and furnish a report with observations and recommendations, if any to the Board.
- 2.05 On completion of the scheme/project, furnish a report stating therein guidelines and instructions for maintenance of the property, including painting schedules and other finishes, landscaping, safety certificate etc.



2.06 Prepare all drawings required for conveyance/registration/lease deed purposes to be issued to the owner of the tenement with details of floor area & super built up area and such other drawings required by the BOARD.

2.07 Prepare and submit a model of the scheme with building blocks to a suitable scale within one month from the date of this agreement.

3.0 PROFESSIONAL FEES.

Whereas the Consultant agreed to undertake the said work and provide services referred to above and in consideration there-of, the BOARD agrees to pay a professional fee at the rate of% of the project cost derived

(Not exceeding 1%)

@ Rs. 850/- per Sq.ft. of the built up area of the aforesaid scheme/project.

OR

A lump-sum amount of Rs.
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3.01 In case of extending the scheme to some other place or premises the consultant shall be entitled to get fees as one tenth of the total fees of one block, based on the scope of work offered.

3.02 The professional fee is inclusive of all taxes except GST which will be paid extra on actual basis.

3.03 No cost for presentation materials required for marketing purposes like perspectives, models, etc. shall be paid by the BOARD.

4.0 STAGES OF PAYMENT AND TIME LIMIT FOR COMPLETION OF WORK

For the services rendered as per the scope of work, the consultant shall be paid a professional fee, in stages commensurate with the work done plus reimbursable expenses as agreed upon, Payments will be made to the consultant on running bill basis and shall be adjusted against the final amount payable.

Stage	Description of work	Percentage of fees Payable	Time limit from the date of work order
1.	On Submission of conceptual Designs and it's acceptance, in principle	5%	15 days
2.	On Submission of final preliminary drawing / Design	10%	One Month

	For RERA registration and modal along with the Forecast estimates of building & development works for A& F sanction, duly approved by the competent authority.		
3.	<p><u>Submission of working drawing :-</u></p> <p>(A) For Single storied building:-</p> <p>(I) Layout plan.</p> <p>(II) Typical building plan with section, elevations and other relevant details.</p> <p>(III) Electrification, water supply and sanitary layouts.</p> <p>(IV) Door, Windows, Grills, Railings, details.</p> <p>(V) Toilets & Kitchen layouts.</p> <p>(VI) Landscaping details of the project along with details of ancillary buildings provided in the project, if any.</p> <p>(VII) Structural drawings.</p> <p>(VIII) Furnishing detailed estimates with BOQ along with detailed specifications and project cost.</p> <p>(IX) Furnishing safety certificate / structural design proof checked by Govt. Engineering College or by another agency approved by the Board.</p> <p>OR</p> <p>(B) For Multi Storied Building :-</p> <p>(I) Layout plan.</p> <p>(II) Typical building plan with section, elevations and other relevant details.</p> <p>(III) Electrification, water supply and sanitary layouts.</p> <p>(IV) Door, Windows, Grills, Railings, details.</p> <p>(V) Toilets & Kitchen layouts.</p> <p>(VI) Details of fire-fighting and security system.</p>	25 %	Two Months

	(VII) Details of lifts/elevators. (VIII) Details of vehicle parking. (IX) Details of solid waste disposal and water harvesting system. (X) Details of campus electrification / external electrification and landscaping details of the project along with details of ancillary buildings provided in the project, if any (XI) Submission of structural drawing. (XII) Submission of detailed estimates with BOQ along with detailed specifications and project cost. (XIII) Submission of structural safety certificate / structural design proof checked by Govt. Engg. College or by another agency approved by the Board. (XIV) Submission of total set of drawing in five copies along with one soft copy in the form of CD/DVD/Pen drive.	25%	Two Months
4.	Fee payable during period of construction in installments in proportion to progress of project at site on account of on-site-consultation, meeting etc.	40%	
5.	Fee payable after satisfactory completion of the project.	10%	
6	Final payment after commissioning & testing of all services Provided	10 %	

Note:-

1. In case the project is curtailed / truncated / postponed for future due to lack of demand, court stay or decision of the Board, after completion of Stage-1 &

Stage-2 and the work is under way in Stage-3, the maximum fee up to 15% of the total fee payable of the initially assessed project cost shall be paid to the consultant.

- 2. The work of stage-3 will be taken up after permission of Engineer-in-Charge and time period of two months after the permission will be considered to complete the work of stage-3.
- 3. Fee payable for Stage-3 will be paid to consultant only after commencement of actual building work at the ground.

5.0 PAYMENT TO THE CONSULTANT

5.01 The payment to the consultant during various stages is on account of running bill payment and will be adjusted in the final payment.

5.02 Progressive payment at all stages may be made to the consultant based on the quantum of work done.

5.03 The BOARD reserves the right with regard to the following:

- a. To impose penalty in case the Consultant delays the drawings, design or any other task related to the work/project/scheme up to a maximum of 10% of the total professional fee agreed.
- b. To impose a further penalty if the Consultant fails to supply the drawings, design and other details of the work/project/scheme or fails to perform or accomplish any of the work or task at any stage of the project. The Consultant shall be fully liable for the same and accordingly a financial penalty may be imposed and which may not exceed the total fee agreed for the work/project/scheme.
- c. To withdraw, modify, reduce or alter the scope of the work at any stage without assigning any reason and the Consultant shall not be entitled to any compensation and thus cannot claim any compensation for the same.
- d. To obtain safety & soundness certificate with regard to the design and planning of the work/project/scheme independent of the one submitted by the Consultant at any stage.
- e. Without prejudice to any other remedy, be at liberty to forfeit the Earnest Money/Security Deposit given in any form by the Consultant or deducted by the Board from the running bill payments or any payment due to the Consultant in case the Consultant withdraws his consultancy prior to expiry of the validity period or mutually extended period or makes



modifications in the rates, terms and conditions of the agreement, within the said period, which are not acceptable to the Board or fails to commence the work within the specified time period or fails to sign and execute the agreement or fails to complete the work. If the work is required to be awarded afresh, the Consultant shall stand debarred/blacklisted automatically from participating in future works/projects/schemes of the Board and the Board shall be at liberty to forfeit any Earnest Money/ Enlistment Money Security Deposit/any amount due to the Consultant lying with the Board in any manner.

f. To split the work between two or more consultants if considered expedient by the Board.

5.04 In case, only a part of the work/project/scheme is continued beyond any stage, payments for further stages shall be made on the basis of the revised scope of work i.e. proportionate to the cost of said part of the work/project/scheme.

6.0 RESPONSIBILITIES OF THE BOARD

The Board agrees to perform the following duties with a view to facilitate the Consultant to do their professional work efficiently and effectively:

6.01 Furnish design brief and other requirements of the scheme.

6.02 Provide site plan to a suitable scale showing boundaries, existing roads and proposed paths, existing services and utility lines and such other lines to which the proposed scheme can be connected.

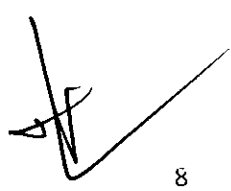
6.03 Furnish references of Basic Schedule of Rates (BSR), codes of practice and other documents pertaining to the Scheme, which may be required to be followed by the Consultant.

6.04 Take note of the observations made by the Consultant during inspection/visit and endeavor to correct the deficiencies pointed out by them.

7.0 SETTLEMENT OF DISPUTE

Any dispute arising out of this agreement shall be settled by the Chairman of the BOARD. The Chairman himself either decides the matter or appoints any other arbitrator, whose award shall be binding on both the parties and shall be governed by the 'Arbitration and Conciliation Act. 1996' as amended from time to time.

8.0 JURISDICTION



All disputes arising with respect to this agreement between the BOARD and the Consultant shall be deemed to have arisen at Jaipur and will be subject to the jurisdiction of the courts situated at Jaipur only.

9.0 DENYING: FURTHER ASSIGNMENT TO THE CONSULTANTS

If, a consultant who has been assigned work by the BOARD does not act in conformity with the practices and ethics of the profession, he may not be assigned any further work by the BOARD thereafter apart from terminating the existing work without any notice. In such an eventuality the Consultant shall not be entitled to any compensation.


10.0 EXECUTION OF THE ASSIGNMENT

- 10.01 All stages of the work shall be completed by the Consultant as per schedule and obtain necessary approvals from the Board. The work throughout the stipulated period of contract will be carried out with due diligence, time being essence of the contract.
- 10.02 The BOARD shall have the right and authority to terminate the agreement by giving 7 days notice, in the event of failure on the part of the Consultant to complete the work or the Consultant committed a breach of any one or more of the terms and conditions of the agreement. Board shall be free to forfeit any Earnest Money / Security Deposit / any other amount due to consultant.
- 10.03 The Consultant shall prepare design outline, specifications and technical sanction estimates of costs by cubic measurements on basic schedule of rates of the executing agency, ISI specifications or based on any other applicable code, as per requirements. In the absence of rate in the aforesaid schedule of rates, the same shall be arrived at by actual analysis.
- 10.04 The Consultant shall adhere to the advice on the progress pro-rata (Time and progress chart), submit CPM, PERT & BAR chart for project execution by the contractors and / or Construction Management Consultants for timely completion of the work.
- 10.05 The Consultant shall assume full responsibility for the design and specification, as per terms described in the scope of work. The BOARD will have full access to the documents and other details of the calculations and structural design details



for the purpose of scrutiny. The structural engineer of the Consultant will tender all possible help for the above scrutiny, encoding references of codes. BSR etc.

- 10.06 The consultant shall supply to the BOARD free of cost five sets of all reports, drawings, specifications and other relevant particulars, as required under this agreement and provide three additional sets, if required by the BOARD.
- 10.07 On completion of the work, the Consultant shall prepare and submit in hard & soft copies the latest 'As Built Drawing' of the buildings and services indicating all the minor adjustments-done and further furnish-two sets of reproducible tracing film. These are legal documents as it indemnifies for infringement of patent or design and hence the consultant shall be held responsible for the w same. The Consultant shall ensure that there is no discrepancy in the drawings as compared to the work executed as per the site conditions.
- 10.8 The Consultant shall advice the BOARD regarding the work under execution during their visits to the site once in a month and submits a report with their observations and suggestions, if any.
- 10.09 Any deviation from the approved drawing or specifications that may be observed by the Consultant shall be given in writing to the concerned Board official-immediately, who shall issue necessary instructions, if required.
- 10.10 The Consultant shall make necessary revision, as may be required by the BOARD, in the drawings and other documents submitted by them.
- 10.11 No change shall be made in the approved drawings and specifications at site without the formal consent of the BOARD.
- 10.12 Once the work is awarded, the drawings, specifications, reports, documents and other instruments of service are the property of the BOARD. Even, if the scheme for which the work is awarded is executed or not. Therefore, the consultant shall not use such drawings etc. for any other scheme.
- 10.13 The Board shall have the liberty to postpone or not to execute the work and the Consultant shall not be entitled to any compensation or damage for such postponement or non-execution of the work, except the fee, which is payable to the Consultant up to the stage of the work done by him.
- 10.14 The Consultant will not move ahead of the work stipulated in any stage, without the written consent of the BOARD.



10.15 The consultant shall ensure that the Board is furnished with drawings and plan or plans at the time or times appointed and specified in the contract between the BOARD & the Consultant. The Consultant shall pay to the BOARD compensation, if the Consultant fails to furnish drawings or plans or any other detail or information to the BOARD, for any loss or damage arising from such neglect, failure or omission, particularly to meet the claim or damage demanded by the works contractor against the BOARD for loss or damage suffered in consequence of the delayed supply of drawings or plans or any other detail or information to the contractor.

10.16 Where the Consultant is a partnership firm or a company, no change in the constitution of such partnership or in the constitution of the Company shall be made without prior approval of the BOARD, till this agreement stands alive.

10.18 The Consultant shall guarantee their design, specifications, and other related technical information, safety certification and these should be complete accurate, adequate and workable. The burden of proof that the design, specifications and other related technical information are complete, accurate, adequate and workable shall lie with the Consultant.

11.0 Tentative time period of this agreement is Months from the date signing of this agreement, which can be extended from time to time by the Board.

12.0 The earnest money shall be refunded only after successful completion of the work/project/scheme. However, it may be adjusted against the Security Deposit deducted from the running bill payments.

13.0 Security deposit @ 05.00% shall be deducted from each running bill, which shall be refunded only after successful completion of the project, after deducting any amount due to the Board. The Security Deposit so deducted shall not attract any payment of interest.

IN THE WITNESS WHERE OF THE PARTIES HAVE EXECUTED THIS AGREEMENT PRESENTS, IN DUPLICATE, THE DAY AND YEAR FIRST MENTIONED ABOVE.

Part-I

Part-II

Board represented by

Consultant

IN the Presence of

Through