



AGREEMENT WITH ARCHITECT CONSULTANT FOR DETAILED SURVEY,  
PLANNING, DESIGNING, TENDERING PROCESS AND PERIODICAL  
SUPERVISION OF CONSTRUCTION WORK ETC. IN REDEVELOPMENT OF  
B.D.D. CHAWLS ON CTS NO. 713, 1/713, 3/713, 714 of VILLAGE  
NAIGAON AT DADAR, MUMBAI 400014.

**PART A**





**AGREEMENT WITH ARCHITECT CONSULTANT FOR  
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PROCESS AND PERIODICAL SUPERVISION OF  
CONSTRUCTION WORK ETC. IN REDEVELOPMENT OF  
B.D.D. CHAWLS ON CTS NO. 713, 1/713, 3/713, 714 of  
VILLAGE NAIGAON AT DADAR, MUMBAI 400014.**

**AGREEMENT**

This agreement made this 5<sup>th</sup> day of April in the year 2017 between the Maharashtra Housing and Area Development Authority (hereinafter referred to as the Authority, which expression shall, unless repugnant to the context, include its successors and assigns), a Corporate Authority duly constituted under the Maharashtra Housing and Area Development Act, 1976, having its office at Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai - 400 051 through the Chief Officer of the Mumbai Housing and Area Development Board, a Regional Unit of the Authority

**AND**

Sandeep Shikre & Associates with their office at 202-204, Prabhadevi Industrial Estate, Veer Savarkar Marg, Prabhadevi, Mumbai 400 025 (Hereinafter referred to as the "Architect Consultant" which expression shall unless repugnant to the context include their successor, legal representative and assigns of the other part.)

Whereas the Chawl situated on CTS No. 713, 1/713, 3/713, 714 of village Naigaon at Dadar, Mumbai, admeasuring approximately 6.45 Ha, is owned by the Govt. of Maharashtra. Since the said Chawls are in dilapidated condition, the Govt. took decision to redevelop these Chawls and appointed MHADA as Nodal Agency for the purpose of implementation of Redevelopment of the BDD Chawl inter alia on certain terms and conditions. Accordingly, Govt. through its Housing Dept. issued Govt. Resolution No. VVC-2007 / OK-51 (Part I) / GNP dated 30<sup>th</sup> March, 2016 specifying the terms and conditions and jurisdiction.

Whereas the MHADA through its Regional Board i.e. Mumbai Housing and Area Development Board (herein referred to as "the said Board") established under the provisions of MHAD Act 1976 desires to implement the project of Redevelopment of BDD Chawls in CTS No. 713, 1/713, 3/713, 714, admeasuring approximately 6.45 Ha, Particulars of which land given in the Schedule hereunder written and delineated on the

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plan annexed hereto (hereinafter referred to as the proposed project land) in Annexure II.

Whereas in order to appoint Architect Consultant a Design Competition was held for which Expression of Interest was invited vide advertisement issued on 30/06/2015 in local newspaper;

Whereas in pursuance of the Expression of Interest the Architect Consultant has been selected for the purpose of Architectural work described in detail in the scope of the Agreement;

And whereas the Board desired that the construction of the project on the said land should, for the purpose of this agreement inter alia consist of following-

- (a) Scope of Work
  - (i) Carrying out Engineering, Architectural & Planning investigation / surveys & findings.
  - (ii) Preparation of preliminary scheme drawings (Master Plan, layout, Building plans etc ) and "Project Feasibility Report & Financial Feasibility Report "
  - (iii) Formulation of plans & Block estimates & final project report for obtaining Administrative Approval.
  - (iv) Obtaining approvals to the project from Planning Authority MHADA and obtaining permissions from such other Authorities concerned, such as MCGM / BEST / MTNL / MOEF / Civil Aviation / Heritage etc.
  - (v) Preparation of detailed schematic / working level drawings of layout, building Plans, Architectural drawings for all Infrastructural services like roads, landscape, service spaces and civil structures in it to be prepared by an Architect Consultant Architect Consultant has to coordinate with Contractor's services designing team designing Water supply, drainage, sewerage, roads, electricity, landscape irrigation and other services mentioned in the tender for onsite and offsite services.
  - (vi) Architect Consultant shall be responsible for proof checking and vetting of the structural drawings prepared by the Contractor before Contractor gets it vetted by IIT Bombay and submit the same to High Rise Committee (HRC)
- Whereas Architect Consultant shall extend all his support and assist Contractor in obtaining the proof checking from IIT Bombay and HRC.
- (vii) Preparation and submission for approved specifications, detailed estimates, schedule of items, Draft Tender papers for Construction work, Infrastructural works, Landscaping etc. and matters incidental thereto Architect Consultant



shall also review the detailed cost estimates of any proposed variations, prepared by Project Management Consultant in the construction phase; all other incidental works related to these works in relation to the design and construction of proposed buildings on the said project land.

- (b) Undertaking **periodical** supervision of the construction including on-site & off-site infrastructural works, landscaping etc. (hereinafter collectively referred to as the project)

The works falling under clauses (a) and (b) aforesaid should be carried out within a period of seven years or actual period of construction whichever is less. The effective date provided in clause 16.1 of this agreement. The time limit may be sanctioned by Chief Executive Officer / Vice President or Chief Officer / MHADB on receipt of application from Architect Consultant with valid justifications

AND Whereas, on explaining the project aforesaid and on inquiring whether the proposal to carry out the project was acceptable to the Architect Consultant, the Architect Consultant have accepted the proposal and agreed to carry out the project within the stipulated period as mentioned above and on payment of fees and the terms and condition hereinafter appearing.

Now therefore, this agreement witnessed and it is hereby agreed by and between the parties hereto as follow:-

- (i) The said Board has already appointed the Architect Consultant vide MHADA's letter No. 332 dated 7<sup>th</sup> July 2016 and the Architect Consultant already accepted the appointment vide their letter dated 15<sup>th</sup> July 2016 and acting as Architect Consultant in connection with the project and on payment of fees provided in this agreement and on terms and conditions set out in addition to scope of work.

- (ii) The Architect Consultant agree and accept that they shall provide the services for the purpose of carrying out the project, as described in

Annexure - I

IN WITNESS whereof the signature of Shri. Subhash Lakhe, the Chief Officer of Mumbai Board, a Regional Unit of Maharashtra Housing & Area Development Authority, for and on behalf of the Authority has been set hereunder and the seal of the Authority has also been affixed and attested by the member of the Authority and the signature of Sandeep Shikre & Associates, the Architect Consultant. Sandeep Shikre & Associates and seal of the Architect Consultant has been affixed here under the day and year first above written





For M.H.& A.D. Authority

Signed sealed and delivered by Shri

Subhash Digambar Lakhe

Chief Officer of the Mumbai Housing and Development Board

Area Development Board in the Presence

of Smt. Aika Mayur Bhivandkar

Architect Planner / MHADB

Subhash Lakhe  
5/1/17

Chief Officer Mumbai Housing & Area

Development Board

Chief Officer

of

Mumbai Housing and Area Development

Board for the Authority

The common seal of the Maharashtra and Area Development Authority is affixed herein to in the Presence of

Aika Mayur Bhivandkar

Architect Planner / MHADB of the

Mumbai Housing & Area Development Mumbai Housing & Area Development

Board, Mumbai who has signed in token Board

thereof in the presence of Shri

Siddheshwar Saibanna Kammur

Executive Engineer (PPD)/ MHADB

Subhash Lakhe

Executive Engineer (PPD)/ MHADB of the

Mumbai Housing & Area Development

Board



CA. SANDEEP MADHAV SHIKRE

For the firm of the Architect Consultant Signed sealed and delivered by

CA/8912138

Sandeep Shikre & Associates

In the presence of MR. SANDAR M. RANGANEKAR

Manager

The common seal of the said firm is affixed here to in the presence of

MR. SANDAR M. RANGANEKAR

OF SANDEEP SHIKRE & ASSOCIATES

Manager



## ANNEXURE-I

### **1.0 Extent of Agreement**

- 1.1 The Architect Consultant accepts the relationship of trust and confidence established between him and the MHADA by this Agreement. He covenants with MHADA to furnish his best skills and judgments in furthering the interest of MHADA. He agrees to furnish efficient business administration and superintendence and to use his best efforts to launch and complete the project in the best and sound way and in the most expeditious and economical manner consistent with the interest of MHADA.

### **1.2 This agreement represents the entire agreement between MHADA and Architect Consultant and supersedes all prior negotiations, representation or agreements.**

This agreement shall not be superseded by any provisions of the documents of design and construction and may be amended only by written instrument signed by MHADA / Mumbai Board and Architect Consultant.

### **2.0 Definitions**

The Definitions of terminology hereinafter used is given in the following context.

- 2.1 "Project" shall mean preparation of Master Plan, layout, Architectural planning and designing of the type design of rehab and sale buildings in the scheme, review and vetting the RCC Designs prepared by the Contractor, budget estimating, planning and estimating and approvals and preparation of detailed estimates of infrastructure / draft tender, obtaining or assist in obtaining all the required approval / certificates from Planning Authority, concerned approving Authority / Empowered Committee, periodical supervision of the work assisting in obtaining Occupation / Completion Certificate from Planning and other Authorities and all other activities related to planning / design & periodical supervision including which are not specifically mentioned but within the scope for the completion of the Project etc.

- 2.2 The Empowered Committee means Committee appointed by State Govt vide GR dated 30/03/2016 for carrying out duties mentioned in GR for Implementation of Redevelopment project of BDD Chawls, Mumbai

- 2.3 Architect Consultant shall mean Sandeep Shikre & Associates appointed for carrying out professional duties as per this agreement.



- 2.4 The term "Consultant" shall mean under this contract as various other experts such as RCC Structural Designer, MEP Consultant, Landscape Consultant, Lighting Consultant, Facade Consultant, Building and Management Services Consultant, Vertical Transport Consultant, Fire-Fighting Consultant, Geological Survey Consultant, Parking Consultant, MOEF Consultant etc. required to carry out the various works indicated in this agreement and shall be hired by the Architect Consultant appointed for this project. The scope of the Consultants appointed by the Architect Consultant is limited to checking, reviewing, commenting, vetting the technical drawings prepared by the Contractor time to time for completion of the project.
- 2.5 The term "Contractor" shall mean the person / persons or Agency to be selected by invitation of Tender by MHADA for construction and execution of the project work, as per Tenders invited during course of project.
- 2.6 "The Authority" means Maharashtra Housing and Area Development Authority (MHADA), an apex body constituted under MHAD act 1976, and for the purpose of this Project is appointed as Planning Authority by Government in UDD G R Vide dated 19/10/2016 and represented by the Mumbai Development Division (B.D.D.) Building Planning and Redevelopment Cell / Authority under the control of Vice President and Chief Executive Officer of MHADA.
- 2.7 "The Board" shall mean the Mumbai Housing and Area Development Board, a Regional unit of MHADA and for purpose of this contract shall be represented by the Chief Officer of the Mumbai Board or any other officer of the Board nominated by him.
- 2.8 The "Chief Officer" means the Chief Officer of the Mumbai Board appointed by the Authority or any other officer of the Board appointed by the Chief Officer to act on his behalf or the Director appointed by MHADA for any Project & notified to the Architect Consultant for the purpose of this agreement.
- 2.9 The "Chief Engineer", MHADA means the Chief Engineer appointed from time to time by MHADA notified to act as Chief Engineer, MHADA for Mumbai Board.
- 2.10 The "Chief Architect & Planner", MHADA means the Chief Architect / Architect appointed from time to time by the MHADA notified to act as Chief Architect & Planner MHADA.





2.11 The "Finance Controller " MHADA means the Finance Controller appointed from time to time by the Govt. for MHADA notified to act as Finance Controller.

2.12 The "Engineer in-charge" means the Dy. Chief Engineer / Executive Engineer or any other representative appointed from time to time by the Chief Officer of the Mumbai Board to act as Engineer-in-charge for the purpose of this agreement

2.13 The "Architect in Charge" means the Architect of the Mumbai Board or any other representative appointed from time to time by the Chief Officer of the Mumbai Board to act as Architect in Charge for the purpose of this agreement.

2.14 Any Officer / designated officer of MHADA or Mumbai Board for the purpose of this agreement would also mean any other officer of MHADA / Mumbai Board, specifically designated by MHADA.

2.15 The estimated project construction cost proposed by Architect Consultant and approved in the Administrative Approval shall be frozen and considered as base to compute the Fixed amount of Architectural Consultancy fees. (Construction built up area shall be certified by Chief Architect and Planner / MHADA)

2.16 Technical Sanctioned Estimate means detailed estimate of building, infrastructural works, landscape, STP and any other type of Civil / Electrical Works etc. based on approved item rates of MHADA / PWD / MCGM etc. duly approved by the competent officer of MHADA

#### 2.17 Scope of Work

The project is of Redevelopment of BDD Chawls at Naigaon, Mumbai for MHADB / MHADA. The assignment consists of Planning, preparation of Master Plan, carrying out Environmental Impact Assessment Study, obtaining all necessary approvals / permissions from Planning Authority, MHADA, Empowered Committee & MCGM / Statutory Authorities to layout plans, Building Plans, Tendering process. Periodical Construction Supervision Services for the project.

The services to be provided by Architect Consultant include the following.

1. The Architectural services and planning of the Project & shall be responsible for Comprehensive Architectural services, periodical supervision, certifying

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the Architectural work & get the structural design vetted by his associate Structural Consultant. The services under this agreement are for the purpose of Planning, preparation of Master Plan, Phasewise development Strategy obtaining all necessary approvals / permissions from Govt., MHADA & other Statutory Authorities to layout plans, Building Plans, Tendering process for fixing Agency / Contractor, periodical supervision including Quality assurance and Periodical monitoring of progress.

2. Detailed site survey and obtaining relevant data about religious / slum structures on project land

3. Detailed site survey / investigations and obtaining data about existing on-site & off site infrastructure such as water supply / drainage / electrical & telephone cables etc. from MCGM / MTNL / PWD / Collector - Mumbai city's office etc. required for project planning

4. The periodical site supervision services to be provided are in respect of all Civil and Architectural works, Plumbing, Sanitation, Drainage, Interior works, etc. electrical, communication network etc. as well as all work required for the services within the plot and all other miscellaneous works required to be carried out for the completion of the project limited to the Scope of Work in stages I to V

5. Architect Consultant will provide technical staff needed in various disciplines to supervise construction, periodically. The project execution period shall be seven years or actual period of construction whichever is longer including monsoon period

### 3.0 Investigation and Preliminary Scheme (Stage II)

The Architect Consultant shall:

3.1 Inspect the site and carry out all the necessary investigations and surveys to develop intimate knowledge of the site conditions with relation to the requirements of project.

3.2 Undertake detailed topographical surveys of the site to the appropriate scale and contour intervals as required. The survey shall aim at obtaining all the essential data such as boundaries of the site, existing public utility services, lines of existing streets / accesses in relation to the site, adjoining properties, availability of

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municipal services i.e. water supply, sewerage, roads and storm water drains, streetlights etc.

- 3.3 Architect Consultant has to provide support of all drawings and technical information / documents for Carrying out all engineering investigation through the Consultants / Contractors appointed by MHADA as per the directions of the Engineer in-charge i.e. test bores, trial pits, soil tests and such other tests required to provide essential design data from subsoil conditions and all matters incidental thereto.

- 3.4 Study the Development Control Regulations and Sanctioned Development Plan published by MCGM, as in force, and also examine all other relevant Legislations, codes and standards of various Authorities as they affect the project and should get himself fully acquainted with sanctioned DCR 33(9)(B) for Redevelopment of BDD published by Government in Urban Development Department vide notification dated 27<sup>th</sup> December, 2016 and prepare Master Plan according to the sanctioned DCR 33(9)(B) approved by UDD.

- 3.5 To carry out an Impact Assessment Study regarding the impact on the city and sector level infrastructure and amenities as well as traffic and environment of the implementation of redevelopment scheme on the clusters, as envisaged in sanctioned DCR 33(9)(B) Appendix III - B, Clause 1.1.

- 3.6 Assist the Board in obtaining 7/12 extracts, Property Register Cards, Area Certificate and City Survey drawings duly certified by the concerned Revenue Authority. The Statutory fees to be borne by the Board separately.

- 3.7 Discuss the requirements of project with the Architect & Engineer in-charge of the Mumbai Board of MHADA and formulate a list indicating the requirement and there after Architect Consultant shall furnish a Site Evaluation and Analysis Report with basic approach to planning with reference to requirements of DCR for approval of Design Brief.

- 3.8 Prepare and furnish conceptual single line sketches with alternatives of Layout & Building Unit designs with reference to proposal submitted for design competition given including a project report highlighting area analysis, minor modifications in the Master Plan / Layout Plan physical and financial feasibility of the project indicating total project cost and likely returns etc. This project report should also

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highlight the proposed phasing of the project as per nature or type of the project including advice from marketability / financial feasibility point of view.

- 3 9 In case of repetitive building design projects, the housing units should not be repeated more than a reasonable number of times to promote sound and acceptable environmental standards, and the repetition will be decided by the Chief Architect and Planner / MHADA.

- 3 10 Submit copies of conceptual drawings along with report to Chief Executive Officer / Vice President, MHADA through Executive Engineer (Mumbai Development Div (B D D) B.P & R.D. Cell/Authority) for approval. Initially prepare & propose the sample of any advertising material like brochures, videos, walkthroughs and plans for the agreements with prospective flat purchasers etc. at his cost, for Chief Officer's approval. However on approval, the cost of preparation / delivering of these advertising materials shall be borne by MHADA.

- 3 11 Modify the Conceptual Design and Project Feasibility Report as per suggestions made by Officers of Authority / Mumbai Board and submit corrected Conceptual Design and Project Feasibility Report, without any additional cost, for approval of the Planning Authority, MHADA and Empowered Committee

- 3 12 Preparation of detailed master plan of Redevelopment of B D D Chawls including project reports for obtaining approval to master plan from VP / CEO, MHADA and thereafter submit master plan to the Empowered Committee appointed by the Govt. of Maharashtra vide GR dated 30.03.2016 for grant of approval to the master plan

Upon completion of all investigations and Planning approval granted to Conceptual Designs of Project & Financial Feasibility Report by the Planning Authority, MHADA, on approval of Empowered Committee, the Investigations and Preliminary Scheme (Stage - I) work would be complete. After completion of this stage by the Architect Consultant, MHADA to instruct the Architect Consultant for commencement of the next stage.





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#### 4.0 Submission to Statutory Bodies & Administrative Approval (Stage II)

The Architect Consultant shall:

- 4.1 Prepare and submit the layout plans and building unit plans together with all necessary drawings & documents required for submission to the Executive Engineer (Mumbai Development Div (B.D.D.) B.P & R.D. Cell/Authority) for approval of Planning Authority and Empowered Committee.
- 4.2 Obtain preliminary approval to the proposal from Planning Authority, MHADA and assist MHADA in obtaining further approval from Empowered Committee of Govt. of Maharashtra and such other Statutory Authorities necessary for carrying out the work.
- 4.3 Prepare and submit to the Engineer in-charge of the Mumbai Board, the proposal, in the form of plans, Block estimates on area basis and detailed project report for obtaining Administrative approval to the project from the competent Administrative Authority. The Block estimates should be for the entire project i.e. land development, onsite & off-site infrastructure, the landscaping and building construction, etc. and Built up area to be considered in Block estimate will be gross construction Built up area as per consumed FSI in project. Assist the Engineer in-charge of the Board in obtaining timely Administrative approval including taking prompt action in correcting plans and estimates as may be required.
- 4.4 Prepare a detailed project report together with the necessary documents, as required by any financial institution and assists in securing approval from the financial institution, if required by the Board and related to only Architectural scope of works.
- 4.5 Modify the plans, as may be necessary as per directives of the Chief Architect Planner / Authority through Chief Officer of the Board. Only in such cases of modifications carried out after approval from Planning Authority and requiring revised approval from Planning Authority, additional fees shall be payable to the Architect Consultant by MHADA as decided by MHADA on the basis of actual expenditure. However, if MHADA, by scrapping the earlier approved plans asks to completely modify the plans, MHADA shall pay to the Consultants extra fees for such modification / revision.



Upon obtaining approval from Planning Authority and confirmation of scheme approval from Empowered Committee and grant of Administrative Approval to the plans & Estimates of the project by the Competent Authority and compliance of above mentioned clause in this stage, the **Stage - II** work of submission to Statutory Bodies and Administrative approval stage would be completed. After completion of this stage by the Architect Consultant, MHADA to instruct the Architect Consultant for commencement of the next stage.

#### **5.0 Working Drawing Stage (Stage III)**

The Architect Consultant shall:

5.1 Prepare and submit detailed Schematic / working level tender drawings for Layout, Building Unit Designs and other related works to the level of requirements of MHADA and submission to the Planning Authority.

5.2 Prepare and submit detailed Schematic / working drawings, design for project Land Development and infrastructural services viz. roads, storm water drains arrangement, water supply lines, electrical, elevated service reservoirs, Electrical substation, Sewage Treatment plant and all other incidental and allied services to the level of the requirements of MHADA and submission to the Planning Authority.

5.3 Obtain Approvals to onsite & off-site infrastructural network planning from Planning Authority, MHADA and concerned Statutory Authorities / MCGM, etc.

5.4 Prepare and submit detailed schematic / working drawing designs for development of gardens, recreation grounds and landscaping designs including specialist advice on selection of plants and materials, visits to nurseries and related details to enable to undertake landscape developments work.

5.5 Review and vetting the detailed structural designs and drawing & detailed estimates, including related details, in case of non RCC work prepared and submitted by Contractor.

#### **5.6 Architectural and RCC Design**

5.6.1 The scope of this agreement includes review and vetting the RCC Design and bar bending schedules and structural drawings prepared by the

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Contractor at appropriate stage. The Architect Consultant and his Associated RCC Structural Consultant shall take care of the following things while vetting the RCC drawings

5.6.2 The RCC Design shall be in accordance with all relevant codal norms (e.g. IS 456 - 2000 & shall also be conforming to seismic resistant norms. Necessary references may be taken from IS 875 (for load calculation), IS 1893 - 2000 (for Seismic loads), IS 432 - 1982 (for MS/Tensile R/F), IS 1786 - 2000 (for HYSD Bars), IS 4326 - 1978 (for Earthquake Resistant Design), IS 13920 - 1993 (for Ductile Detailing of RCC structures subjected to Seismic forces), IS 4926 (for RMC Concrete) & IS 1641 (for Fire Resistance) for durability consideration, Hand book and other special publications of BIS). The latest versions of the code shall be applicable for the designs. The Architect Consultant shall provide / supply vetted structural drawings with complete analysis and design calculations & detailed structural drawings prepared by the Contractor.

5.6.3 The Architect Consultant shall engage the RCC Structural Consultant who will check and vet the developed designs of the structure by the Contractor as per the relevant code. The said RCC Structural Consultant appointed by Architect Consultant shall issue the Structural Stability Certificate for the design.

5.6.4 Every endeavor shall be made by the Architect Consultant in coordination with Contractor's RCC Designer to economize the designed sections with due considerations to structural safety and stability requirements.

5.6.5 The Architect Consultant and his RCC Structural Consultant shall lend all assistance / help to the Engineer in-charge during the scrutiny and approval of RCC Designs. Any proof checking / approval to RCC drawing / design by the IIT Bombay shall not absolve the Architect Consultant of his responsibility towards design stability correctness, soundness and life estimate of the structural design.

5.6.6 The Architect Consultant shall make sure that the Architectural drawing & other technical details vetted by Architect Consultant shall comply with the relevant BIS & codal provision and requirement of MHADA & such other Authorities.

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5.6.7 Prepare and submit detailed Block estimates of Buildings, parking, podium and cluster level details including building and cluster level services. Architect Consultant shall prepare detailed estimate of on-site / off-site infrastructural works, landscape, Sewage treatment plant, related civil / electrical works of project (based to current schedules of rates of Board and Public Work Division, Govt. of Maharashtra or MCGM), technical specifications, measurement sheets, calculations and abstracts of quantities for approval of the Chief Engineer / MHADA.

5.6.8 Obtaining approvals to master plan layout, cluster details, area calculations from Planning Authority / MHADA and preparing budget costs for project feasibility reports, administrative approvals etc.

5.6.9 Assist in obtaining all approvals to Layout, Building Plans and Infrastructure Planning from Planning Authority (MHADA), MCGM and such other Statutory Authorities for carrying out the project.

Upon submission to Mumbai Board, detailed schematic level Architectural tender drawings, Structural design basis report, Services schematic diagrams and design basis reports, Land use development plans, Landscape concept level plans and others items of work, approval to the same by the competent Authority (MHADA) and grant of Technical Sanction to the project by competent technical Authority (MHADA) and the approval to the layout, buildings & services schematic diagrams by MHADA / Municipal Authority and such other Statutory Authorities, the **Stage III** work would be complete. After completion of this stage by the Architect Consultant, MHADA to instruct the Architect Consultant for commencement of the next stage.

#### **6.0 Appointment of Agency for Execution of Work (Stage - IV)** The Architect Consultant shall:

6.1 Prepare & submit Draft Tender documents for inviting global tender for fixing Contractor for construction work of project, with necessary drawings as per usual format or any other format as required by Mumbai Board for approval of Authority / Empowered Committee of Govt.

6.2 Upon the approval of Draft Tender Paper by Chief Engineer / Authority / Board / Empowered Committee, the Architect Consultant shall arrange to make required number of copies of Tender Documents. The Architect Consultant shall assist the

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Mumbai Board to issue advertisements for invitation of Global Tenders. The cost of the required number of Tender copies and advertisement to be borne by the Board, separately.

6.3 Assist Board / Authority in holding pre-bid conferences and attend the conference with all relevant details for proceedings of the conference.

6.4 Assist in scrutinizing the tenders received and giving recommendation to the Engineer in-charge, for selection of the Contractors for execution of work and also assist in carrying out negotiation with Contractors.

Upon fixing agency for execution of works by Board / Authority, the work of Appointment of Agency for Execution of work **Stage - IV** would be complete. After completion of this stage by the Architect Consultant, MHADA to instruct the Architect Consultant for commencement of the next stage.

## **7.0 Construction & Supervision - Periodical (Stage V)**

The Architect Consultant shall

7.1 Architect Consultant shall review and give written comments upon PERT / CPM and Bar charts prepared by Project Management Consultant in consultation with the Engineer in-charge showing physical and financial targets proposed to be achieved month wise for the period of the contract. This document shall be duly approved by the Architect Consultant, Engineer in-charge of the Board and Agency / Contractor appointed for the execution of the works.

7.2 Architect Consultant shall review and give written comments on reports wherever required prepared by the Project Management Consultant to periodically monitor the physical and financial progress of work as against the document as at Para 7.1 above. The Architect Consultant should review and comment on monthly progress report prepared by Project Management Consultant in the format prescribed by the Engineer in-charge indicating physical and financial progress achieved together with shortfalls and reasons thereof corrective actions, implications, etc. to ensure quality of works and timely execution of works as envisaged in the contract without cost overruns.

7.3 To carry out periodic supervision of project as per progress on invitation from Engineer in-charge. The visits shall take place at the time of finalizing line out, at the level of foundation laying, plinth level, every slab level on each floor before

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casting and checking of masonry work, plastering internal as well as external, before fixing the toilet fixtures, before waterproofing, before fixing of shutters at the time of mock-ups and at such time any decision / deviation to be made from earlier decision as decided in consultation with Engineer in-charge in any case one visit per week will be necessary. Architect Consultant or his representative shall attend all these site visits and co-ordination meetings on site every fortnight or as may be necessary on call by Engineer in-charge. The number of visits should be calculated on that basis from issue of work order up to the date of occupation certificate and if number of visits exceed that number then each extra visit agreed by the Engineer in-charge in writing is to be paid at Rs. 2,500/- per visit after virtual completion of project.

7.4 To carry out periodic supervision for Land Development, Line out of entire Layout (Roads, Buildings, Reservation for amenities and open spaces, all infrastructure and ancillary structure) This shall include the periodic supervision by concerned special Consultant and / or the Consultant for structural, infrastructural, viz. - Road and SWDS, water supply, sewerage, electrical, landscape, ancillary structures such as ESR / GSR, substations, septic tanks, etc. The Consultants role in supervision will be to approve the action taken by Executive Engineer and works executed by the Contractor. Arranging all such visits for above mentioned work with reasonable prior intimation shall be the responsibility of Engineer in-charge and Project Management Consultant.

7.5 Assist in preparation of Minutes of the Meeting / inspection notes prepared by Project Management Consultant and review and submit the same to the Engineer in-charge.

7.6 Advise Engineer in-charge on progress and quality of the work being executed by the Contractor.

7.7 Advise Engineer in-charge and Project Management Consultant if the total approved expenditure is likely to be exceeded.

7.8 Advise Engineer in-charge and Project Management Consultant if the contract time is likely to be varied and explain its implications.

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7.9 Advise Engineer in-charge about changes due to technical or other reasons and issue modified drawings, specifications and estimates as per decisions and instructions of Engineer in-charge.

7.10 Check and approve drawings submitted by Contractors if supplied for any of the items of the works.

7.11 Advise and furnish to the Engineer in-charge with information on any other technical matters referred to him in connection with the execution of any work of the Project related to Architect Consultant scope of work. The Architect Consultant shall perform all such duties and exercise all such powers as may be set forth in the contract with the Contractor promptly, efficiently and in due order and sequence so as to give no ground for complaint to the Contractor or cause for claim against the Board which is acting on behalf of the Authority, on services related to Architect Consultant scope of work as stated in Annexure - I

7.12 The licensed Structural Engineer appointed by Architect Consultant shall certify the execution of structural work and all other allied works and shall issue the stability certificate for the designs, stability and life to that effect should be issued from time to time certifying structural safety, stability requirements as per vetted designs.

7.13 Attend to the issue of Certificates of Occupation and Completion of the work and getting the same approved by the Municipal Corporation and / or from any other Authority concerned wherever required.

7.14 Submit two sets of completion plans along with the soft copy with certificates of the Municipal Corporation or any other Authority to the Architect in charge.

Upon completing periodic supervision, receipt of Occupation and Completion Certificates from Local and other concerned Authorities and submission of two sets of certified completion plans from concerned Authorities the supervision **Stage V** would be complete.

#### **8.0 Duties to be Performed by the Authority**

8.1 The Authority agrees that the Authority or any Officer thereof or the Chief Officer of the Board or the Engineer in-charge duly authorized in its behalf shall approve list of requirement prepared by the Architect Consultant after detailed discussions

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about requirements of the project so as to enable the Architect Consultant to prepare preliminary drawings and sketch plans.

- 8.2** The Authority shall issue the Authority letter to the Architect Consultant and or their representatives / nominees to perform various acts such as inspection of the site and carrying out all the necessary investigations and surveys, obtaining various approvals for the proposal from Planning Authority / Municipal Authority and assisting Architect Consultant in obtaining various approvals from such other Statutory Authority as necessary for carrying out the work

- 8.3** Examine and approve the preliminary drawings and sketch plans within 10 working days after the presentation / discussions in the office of the Authority.

- 8.4** Pay the fees of the Consultants within 25 working days of receipt of invoices by the chief officer. The fees being stipulated in clause 10

- 8.5** Assist the Architect Consultant in all possible ways in the performance of their duties in relation to the execution of the project that is to say obtaining with the assistance of Architect Consultant the sanction of the Empowered Committee and MCGM & MCZMA / MOEF since, Environment Impact Assessment study is necessary in relation to the execution of any work of the project

a) Engineer in-charge shall supply to the Architect Consultant with up-to-date specifications and schedules of rates of Board and Public Works and Housing Department, of Govt. of Maharashtra, MCGM & any other Govt. Depts. / standard documents.

b) The Authority and the Board shall include the name of the Architect Consultant in small print in any printed document published by the Authority which describes the design of the project or uses photographs or drawing prepared by the Architect Consultant.

c) The Mumbai Board shall reimburse the Consultants with the actual cost of any models or special presentations like perspectives, models, walk throughs or marketing material or any other requested for any of the Authority, which will remain the sole property of the Mumbai Board on prior written approval of the Authority

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**9.0 Obligations of the Architect Consultant**

**9.1 General Standard of Performance**

- (a) The Architect Consultant shall perform the Services and carry out their obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe / effective methods. The Architect Consultant shall always act in respect of any matter relating to this Architect Agreement or to the Services, as faithful advisor to the MHADB / MHADA, and shall at all times support and safeguard the legitimate interests of MHADB / MHADA and the project in any dealings with Sub-Consultant or Third Parties.

The Architect Consultant shall in all matters relating to the providing of the Architectural Services for the project work, as well as ensuring completion of the said project work, as per the Architectural Services provided and act as a faithful advisor to the MHADA.

- (b) The Architect Consultant shall exercise all reasonable skill, care and diligence in all matters related to providing of the Consultancy Services regarding the project work as well as ensuring completion of the said project, as per the Architectural Consultancy Services provided.

- (c) The Architect Consultant shall not be entitled to make any changes in the design / plans / specifications / documents of the project work once finalized without the prior written approval of the Chief Engineer / MHADA.

- (d) The Architect Consultant shall issue proper instructions, in the matter of execution of the said development project work, to the Contractor through the Project Management Consultant as single point of contact necessary for the due and proper performance / execution.

- (e) Architect Consultant shall periodically supervise the execution of work to ensure that the said work is being executed in accordance with the design / plan / specification that have been duly approved by the MHADB / MHADA.

- (f) The Architect Consultant shall attend all meetings arranged by the MHADB / MHADA / Govt in all matters related to the said project & provide

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Consultancy Services regarding the said project work, till the completion of the said project work as per the Architectural services provided.

## 9.2 Confidentiality

The Architect Consultant, his sub Consultants and the Personnel of either of them shall not disclose any information and data furnished to him by MHADB / MHADA to any third party nor shall disclose any drawings, reports, specification manuals and other information developed and prepared for MHADB / MHADA by the Consultant and his Sub-Consultants and the Personnel of either of them without prior written approval of MHADB / MHADA.

## 9.3 Insurance to be taken out by the Architect Consultant

The Architect Consultant (i) shall take out and maintain, at his own cost but on terms and conditions approved by the MHADB / MHADA, insurance against the risks, and for the coverage of Employer's liability and workers' compensation insurance in respect of the personnel of the Architect Consultant in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate and (ii) at request of MHADB / MHADA, shall provide evidence showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

## 9.4 Architect Consultant's Actions requiring prior Approval of MHADB / MHADA

The Architect Consultant shall obtain the prior approval of MHADB / MHADA in writing before taking any of the following actions:

- (a) Appointing of the Key Personnel
- (b) Any other action that may be specified in the special conditions of contract.

## 9.5 Reporting Obligations

The Architect Consultant shall submit to MHADB / MHADA, the reports, documents and other deliverables specified from time to time.

## 9.6 Documents prepared by the Architect Consultant to be the Property of MHADB / MHADA.

- (a) All plans, drawings, specifications, designs and documents of permissions / approvals of project.

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- (b) Estimates, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the MHADB / MHADA.
- (c) Copyrights and all proprietary rights of all design, drawings, specifications, software program, reports, formats, manuals, documents etc. developed and prepared by the Architect Consultant and other Consultants appointed for this assignment shall vest with MHADB / MHADA and shall not use these for any other purpose / assignment without the written permission of MHADB / MHADA.
- The Architect Consultant shall, not later than upon termination or expiration of this Architectural Services Agreement delivers all such documents to MHADB / MHADA, together with a detailed inventory thereof. MHADB / MHADA reserve the right of repetitive use of these designs, drawings, specifications etc. without any financial obligation to the Architect Consultant or other Consultants.
- The Architect Consultant shall also return, along with the detailed inventory, the plans, drawings, specification, reports etc. made available by MHADB / MHADA for performing the Services, upon termination or expiration of the Architect Consultant's Agreement.
- (d) Any deviation to this effect will be dealt with in accordance with law.

## 9.7 Architect Consultant's PERSONNEL

### 9.7.1 General

The Architect Consultant shall employ and provide such qualified and experienced Personnel approved and agreed by the MHADB / MHADA, to carry out the Services. The Architect Consultant shall also bind his Personnel to the confidentiality of the Services performed by them under this Architect Consultant Agreement / Contract.

### 9.7.2 Removals and / or Replacement of Personnel

- (a) Except as MHADB / MHADA may otherwise agree, no changes shall be made in the Key Personnel if for any reason beyond the reasonable control of the Architect Consultant, it becomes necessary to replace any of the Personnel the Architect Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

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(b) If the Officer-in-charge (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Architect Consultant shall, at the written request of MHADB / MHADA specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to MHADB / MHADA. Failure to do so shall be construed to be a default in the Architect Consultant Agreement.

(c) The Architect Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

#### **10.0 Scale of Fees**

The Authority agrees to pay to Architect Consultant fees as **0.75%** of the Construction cost as per Administrative Approval accorded by Chief Executive Officer / Vice President, MHADA towards work as per the stages decided by the Board as mentioned in this agreement and more specifically stipulated in clause 10.1

The Architect Consultant's fee shall be a fixed amount based on the construction cost indicated in Administrative Approval and shall not vary irrespective of increase in Construction cost / Project Cost, if any, in future.

The cost of construction in administrative approval is inclusive of proposed Construction cost of entire project i.e. building, other building types, parking and building related all services, site development works, on site and off site infrastructure, landscaping etc.

The fees are not payable on cost of land, overheads, interest charges, deposits charges payable to HUDCO / Financial Institutions or any Authorities etc. under any law from time to time in force or otherwise.

If MOEF & Civil Aviation NOC are to be obtained, no additional fees shall be paid to the Architect Consultant. The fees for the same shall be paid to the Consultant by the Architect Consultant.

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The total fees of **0.75%** as mentioned above will be all inclusive (i.e. inclusive of fees payable to all Other Consultants appointed by Architect Consultant and exclusive of Service Tax, if applicable, which will be paid additionally with every invoice.) However, all the Statutory fees / any new taxes after the date of agreement to be paid to the Government / Government Organizations shall be paid on actuals by MHADA.

10.1 The total work of the Consultant is divided into 5 stages as given in this agreement.

As per the stages, break-up of the fees of 0.75% for Stage I - IV shall be 40% and the fees for Stage - V shall be 60% as per the details given below.

Stage Nos.	% of total fees payable
STAGE - I	10%
STAGE - II	10%
STAGE - III	16%
STAGE - IV	4%
STAGE - V	60%

a) Fees will be paid for each stage after it's satisfactory completion for stage I to IV. However, in exceptional cases, where completion of particular stage is going to be delayed for no fault of Architect Consultant, the release of part fees may be decided by the Chief Officer.

The milestones for progress of work for stage V shall be crystallized and this payment shall be based on progress of work on site and Architect Consultant has to raise bills corresponding to Contractor's payment.

b) Certification of Architect Consultant's fees for stage I to III shall be done by Architect-in-charge and for stage IV & V, it shall be done by the Engineer-in-charge for processing payment to Accounts office of MHAD Board.

10.2 A retainer advance of Min. Rs. 25 Lakh to Max. 50 Lakh may be decided by the Chief Officer / Mumbai Board depending on the magnitude of project and may be paid by Board / Authority to the Architect Consultant within 15 days from effective date of agreement provided in clause 16.1 This retainer advance will be deducted and recovered in equal installments and adjusted from fees that will become due to Architect Consultant payable up to stage IV.

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#### 11.0 Retention Money from Fees Payable and Release Thereof

From each of the bill payable to the Architect Consultant towards the payment of the fees, 10% amount would be deducted and retained with the Board as "Retention Money". The Retention money for Stage I to IV will be released on commencement of Stage V. The retention money "for Stage V would be released in 3 equal installments as under and paid to the Architect Consultant.

i) 1/3<sup>rd</sup> of the fees so retained will be released and paid on receipt of the Completion Certificate of any building constructed under the project from the Planning Authority.

ii) 1/3<sup>rd</sup> of the fees so retained will be released and paid on payment of final bills of the Contractors, and

iii) The remaining 1/3<sup>rd</sup> of the fees so retained will be released and paid after defect liability period of the Contractors in terms of their Contract Agreement

#### 12.0 The Authority or Board reserves the right to reduce the scope of the project by

restricting the land area / Built up areas / no. of units envisaged in this agreement, resulting in the reduction of the cost of the project and in such an event of reduced scope of the project, no compensation would be payable to the Architect Consultant by the Authority or the Board.

#### 13.0 Time Schedule

13.1 This is indicative time schedule for the entire projects and the different stages of work would be as follows. The period indicated against each stage is from the effective date of Agreement / LOA whichever is earlier.

a) STAGE - I	4 to 6 Weeks
b) STAGE - II	8 to 10 Weeks
c) STAGE - III	14 to 16 Weeks
d) STAGE - IV	10 to 20 Weeks
e) STAGE - V	As per contract for execution of work.

13.2 At any time in the opinion of the Chief Officer, Mumbai Board, if it is due to the Architect Consultant's fault, he fails to complete relevant stages as mentioned above or before the time scheduled or extended date of completion, the Board without prejudice to any other right or remedy, will reduce the fees payable to Architect Consultant for that stage at the rate as decided by Engineer in-charge, subject to a maximum of 10% of the fees of the stage or such smaller amount as



the Chief Officer / Regional Board may decide after giving the opportunity of hearing to the Architect Consultant to explain the delay

- 13.3 Any delay or negligence for continuously over a period of 90 days shall be treated as a long delay and will result in the termination of the agreement by the Competent Authority of the Board / Authority. The retention money shall stand forfeited. This decision will be taken only after giving the Architect Consultant an opportunity to state reason of the delay in the matter. Decision of the Chief Officer / Mumbai Board will be final and binding.

#### **14.0 Submission Requirements for Project Planning and Design**

The Architect Consultant would be required to submit following documents in addition to any other documents required for the purpose of carrying out the works of project.

- 14.1 The work of investigation & conceptual designs would be in the form of reports, photographs, bore log reports, spot level survey with detailed boundaries and existing BDD building structures as required. The survey plans would be at 1:500 Scales, cluster plans at 1:100 scale and Layouts at 1:500 scale, and building unit designs at 1:50 scale.

- 14.2 The drawings required for submission to various Statutory Authorities, under this agreement would be in accordance with Rules of such Authorities in force.

- 14.3 The preliminary conceptual designs for approval of Board and Authority would be in the form of design brief, reports and drawings as per scales given at (a) above together with area / Built-up area analysis, financial viability, and as per formats prescribed by the Authority from time to time. The project report should be a self-contained document and should explain all aspects of the project, including details of physical and financial feasibility of the project, as per the requirements of the Board.

- 14.4 The documents to be presented to HUDCO or any other financial institution would be in the format as required by such financial institutions.

- 14.5 Block estimates for buildings and parking including all building level services on sq.ft. basis and detailed estimate for all on site infrastructure beyond the building basement lines of the project will include a statement of the abstract, specifying

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the quantity of the item, the rate and the amount and detailed measurements thereof at the time of execution.

- 14.6 Preliminary Block estimates of any work of the project for the purpose of obtaining Administrative Approvals may be calculated based on Gross Construction Built up area approved by Chief Architect and Planner / MHADA or any Authorized Officer of MHADA.

- 14.7 Global Tender documents in relation to the Construction work of the project will be prepared by the Architect Consultant according to the normal procedure of the Board or of the Authority

- 14.8 Estimates in relation to any work of the project will be based on quantities & Approved rates.

- 14.9 Schematic / working level tender drawings in relation to any such work include all necessary drawings for construction in ink, at 1:50, 1:100, and 1:500 as per requirement. They include (a) site plans, (b) layout drawings, (c) foundation plans and section, (d) detailed floor plans, (e) elevation, (f) detailed sections, (g) roof plans, and vetting and approving drawings prepared by Contractor more particularly (h) schedule of doors and windows and allies, (i) wood work, work details (doors and windows), (j) staircases details, (k) wall sections, (l) toilet details showing fittings and finishing, (m) general details, (n) cooking platform etc.) in RCC details, such as slabs, beams, staircases etc. (o) internal water supply, drainage, internal electrification and network details of all other infrastructural work. Architect Consultant has to issue detailed schematic level tender drawings of landscape or any other detailed infrastructure level working drawings as per requirements specified by Engineer in-charge.

- 14.10 Completion drawings in relation to any work of the project will include a standard site plan locating the actual plots and buildings, the actual site of the concerned structure and the structure indicating the measurements as built, in ink on line of canvass mounted prints as per the requirements of the local Authorities and Board

## **15.0 General Conditions of Agreement**

- 15.1 The Architect Consultant shall furnish information of staff / other Consultants, who would be engaged for various work as covered in the scope of work laid down in the contract, to be performed in various stages. These details should be duly filled in the prescribed format given at Annexure III. The Engineer in-



charge however reserves the right in the interest of the project to suggest additional staff / other Consultants input considering the progress of the work from time to time. The educational / professional qualification details of the staff employed should submitted to Engineer in-charge.

15.2 The Architect Consultant agree that they shall furnish to the Engineer in-charge, free of cost seven sets of sketches, drawings, estimates, reports, tenders, contract documents etc. as may be required by the Engineer in-charge from time to time. The number of copies shall be limited to 7 and any additional sets shall be provided at actual cost. They shall furnish to the Engineer in-charge copies of PDF drawing and one Photocopy of original as master copy of all other documents for making additional copies, if required.

15.3 The Architect Consultant shall supply the following documents to the Engineer in-charge at his cost during the course of the work in seven copies as at 15.2 above that is to say. The number of copies shall be limited to 7 and any additional sets shall be provided at actual cost.

a) Sketch plans (b) site plans (c) Architectural schematic level tender drawings of all buildings (d) drawings for roads, roads pathways, landscape e) budget cost estimates for building and parking including their services and detailed cost estimates for onsite infrastructure beyond basement lines of each cluster (f) specification (g) schedule of items of work (h) draft tender documents (neatly typed copies). The number of copies shall be limited to 7 and any additional sets shall be provided at actual cost.

15.4 Architect Consultant shall prepare and supply free of cost Seven sets modified drawings, specification, additional schematic level tender drawings, revised estimates and one set of reproducible tracings / soft copies on disc (CD) in AutoCAD format films of all such revised drawings free of cost as per direction of the Engineer in-charge through Architect in charge during the course of execution of the works from time to time.

15.5 The Architect Consultant shall address all letters and bills and make all correspondence relating to the project with Engineer in-charge.

15.6 All correspondence from the Architect / Engineer in-charge to the Architect Consultant shall be communicated as per address given in this contract. The

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change of address of Consultant shall be promptly notified to the Engineer in-charge by the Architect Consultant

- 15.7 The liability of the Architect Consultant and the Authority shall be from the effective date provided in clause No. 16.1 and shall continue until the duration of agreement as described in clause No. 16.2.

- 15.8 The documents submitted by Architect Consultant to the Engineer in-charge shall be approved by the Competent / designated officer as per usual practice in the Board / Authority

- 15.9 The Architect Consultant shall acquaint themselves with all Govt. Resolutions in respect of said project. Development Control Rules (DCR). Development plan (DP). Town planning scheme, if any, made under the Maharashtra Regional and Town Planning Act, 1966 (Mah. XXVII OF 1966) and provisions of any law for the time being in force relating to any work of the project in that respect.

- 15.10 In the event of any dispute between Architect Consultant and the Engineer in-charge, the matter shall be referred to the Chief Officer of the Board. If the Consultant is not satisfied with the decision of the Chief Officer of the Board, the matter may be referred by the Consultant to the Vice President & Chief Executive Officer of the MHADA within one month from the date of receiving decision of the Chief Officer of the Board. The Vice President and Chief Executive Officer's decision will be final and binding on both the parties. The Architect Consultant shall be bound to perform his professional duties and shall not discontinue the works during this Arbitration Process.

#### 15.11 Ownership of Documents

All documents prepared by the Architect Consultant, in connection with this agreement including all reports, notes, plans, drawings, perspective drawings, models design calculations, data prepared, prepared and compiled, etc shall vest with the MHADB / MHADA. The MHADA shall be free to use the above documents / drawing for any other work. MHADA shall not be responsible for any compensation whatsoever in case of claims / compensation for these documents.

- 15.12 In case of Redevelopment / Urban Renewal / Slum Redevelopment types of projects, the Architect Consultant shall assist limited to his scope in this agreement as per the direction of Engineer in-charge from time to time in the activities of community participation / negotiations with existing occupants.

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regarding rehabilitation of exiting occupants. In such projects, the Architect Consultant shall observe the various laws, rules and regulation governing the process of Rehabilitation and advise Engineer in-charge from time to time.

15.13 MHADA is not liable to appoint said Architect Consultant of this agreement for development of plots kept in the said layout for future development.

#### **16.0 Effective Date of Agreement**

16.1 The effective date of agreement shall be 5<sup>th</sup> April 2017

16.2 The duration of this agreement will last until the total completion of the work or for period prescribed in this agreement which is 7 years from the effective date of agreement provided in the last preceding clause, whichever is longer

#### **17.0 Damage or Destruction of Works**

17.1 The Architect Consultant shall submit professional Indemnity policy from an IRDA accredited Insurance Co. Ltd of amount limited to the maximum amount of fees payable to the Architect Consultant for the project in favour of MHADA so as to cover liability falling on them as a result of errors and omissions committed by the Consultants whilst rendering professional service.

17.2 The liability of the Architect Consultant shall expire after defect liability of the project work is over and the Architect Consultant issues a certificate towards the satisfactory completion of the project work which is accepted by the Chief Officer for and on behalf of the MHADB / MHADA. If any defect is detected at the time of inspection or at the end of defect liability period the Architect Consultant shall suggest remedial measures for the same

17.3 If any work is required to be pulled down due to any defects therein or due to inferior execution of work or for any reason whatsoever, the Architect Consultant agree that they shall not be paid anything extra on the plea that the work of re-erection is required to be supervised again

#### **18.0 Foreclosure of the Agreement**

It shall be within the Authority of MHADA / MHADB, at any time after acceptance of the bid or during the execution of the work, to foreclose or reduce the scope of the work, for any reasons whatsoever, either partly or wholly by giving the written

notice not less than 15 days to the Architect Consultant. In such an event, the Architect Consultant shall have no claim whatsoever on account of any profits (s) or advantage (s) which the Architect Consultant might have derived from the execution of work in full but for the reasons of the foreclosure of the whole or part of the work. However, the Architect Consultant shall be paid at the contract rates for the Services performed by him and the amount certified by the MHADB / MHADA

#### **19.0 Liability of the Architect Consultant**

- 19.1 The Architect Consultant shall be liable for the consequence of all errors and omissions on the part of the Architect Consultant or on the part of the employees of the Architect Consultant, in so far as specified in this Agreement, and to the extent and limitations mentioned hereunder. On the occurrence of an error and/or omission on the part of the Architect Consultant or on the part of the employees of the Architect Consultant or on the personal staff appointed by the Architect Consultant, the MHADB / MHADA shall have the right to deduct approximate and proportionate of the professional fees payable to the Architect Consultant as per the payment schedule of the Architectural Services limited to the maximum amount of fees payable to the Architect Consultant. MHADA shall ask Architect Consultant to put forward his clarification in this regards before deducting the fees

- 19.2 The Architect Consultant shall prepare and submit Rate Analysis for the items for approval, if the item is not available in latest DSR (PWD), FMR or any other schedule of MCGM or any other State Govt. Depts.

- 19.3 The Architect Consultant shall be in charge of periodical supervision on site by appointing licensed and qualified diploma / degree, Civil Engineers / Architects.

- 19.4 The Architect Consultant shall attend & reply all the queries which are related to the scope of the work in this agreement as mentioned in this agreement raised by the Audit dept / Vigilance dept /or any other dept. through Dy. C.E. (BDD) / MHADB

#### **20.0 Project Organizations**

The Architect Consultant shall ensure that at all times during the Architect Consultant's performance of the Services a well-defined project set-up exists from his end. This set-up only will interact with MHADB / MHADA officers / personnel in providing the Services.

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**21.0** The Architect Consultant will follow the rules and regulation for the security framed by MHADB / MHADA from time to time. Nothing extra will be payable on account of stoppage / hindrance of the work due to any reasons beyond control of MHADB / MHADA.

**22.0 Rights of Other Agencies**

Other agencies may also be simultaneously working within and around the Locations / areas designated to carry out the assignment. No extra claim during the tenure of the work will be entertained by MHADB / MHADA for hindrances on account of such interfaces with other / allied agencies.

**23.0 Idle Claim**

No claims from the Architect Consultant will be entertained on account of idle work force, non-use of facilities due to stoppage of work, unprecedented rain, storm or any other unforeseen circumstances. MHADA shall give prior intimation to Architect Consultant reasonable time before proposed stoppages or works so that Architect Consultant shall reorganize his set up to avoid losses on the part of idling of manpower.

**24.0 Fairness & Good Faith**

**(a) Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

**(b) Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the Contract, and the Parties here by agree that it is their intention that this Contract shall operate fairly between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration as per law proceedings.

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## **25.0 Indemnification**

- 25.1 In the event that a claim or suit is brought against the Architect Consultant by any third party for damage arising from personal injury or property damage caused wholly by the MHADA or anyone employed by the MHADA, or anyone for whose acts the MHADA may be held responsible, then the MHADA shall indemnify the Architect Consultant and fully reimburse any loss, damage or expenses, including the attorney's fees, which the Architect Consultant may incur in connection therewith.

- 25.2 In the event that a claim or suit is brought against the MHADA by any third party for damage arising from personal injury or property damage for which the Architect Consultant may be held responsible, then the Architect Consultant shall indemnify the MHADA and fully reimburse any loss, damage or expenses which the MHADA may incur in connection therewith. The decision of Chief Officer shall be final and binding on Architect Consultant. The liability is limited to the amount paid to the Architect Consultant till date.

## **26.0 Termination**

- 26.1 This agreement may be terminated by either party giving to the other 30 days (thirty days) notice in writing.

- 26.2 The right to termination will be kept with the Authority. However in case of termination by the Authority, the Architect Consultant shall submit a bill for works as per the phase of work in which they are presently working as certified by Engineer in-charge in consultation with Architect of MHADA. This fee will be paid to the Consultant within 30 days (thirty days) of the notice of termination.

- 26.3 If however the termination is by Architect Consultant, then the Architect Consultant will be paid only up to totally completed and accepted phase of the work as certified by Engineer in charge in consultation with Architect of MHADA. The Architect Consultants will repay 20% of all payments arrived at that time from the Authority as termination fee, as finally decided by Chief Officer / Mumbai Board and this fee will be paid to the Authority within 30 days (thirty days) of the notice of termination. In addition to this, any amount retained as Retention Money will stand forfeited to the Authority.

- 26.4 Architect Consultant shall submit Affidavit cum undertaking on Rs. 100 stamp paper, in the format enclosed at Appendix - A immediately after execution of this

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agreement, consenting to give No Objection Certificate for appointing another Architect Consultant by MHADA, if the consultancy gets terminated by either MHADA or Architect Consultant during course of agreement period

#### **27.0 Breach of Terms & Conditions & Abandonment by Architect Consultant**

27.1 In the event of the failure on the part of Architect Consultant to complete and do this work within the time schedule and in a satisfactory manner or in the event of Architect Consultant committing a breach of any one or more of terms and conditions of this agreement, the Chief Executive Officer, Authority, shall be entitled to rescind this Agreement without prejudice to the rights of the Authority to claim damage or only other rights or remedies under the law. If the Architect Consultant abandon the work in whole or in part or become incapable for any reason from acting as such Architect Consultant, the Chief Executive Officer, of the Authority may make full use of all or any drawings and designs prepared by the Architect Consultant for completion of the Project. The liability is limited to the amount paid to the Architect Consultant till date.

27.2 If the Architect Consultant abandon the contract for any reason whatsoever or becomes incapable for any reason from acting as Architect Consultant, they shall be liable to pay damages to Authority, and such damages shall, not withstanding anything contained in liability as per clause-17.1 be assessed by committee of Chief Officer / Mumbai Board, Finance Controller / Authority, Legal Advisor / Authority, Chief Architect and Planner / Authority & Deputy Chief Engineer / BDD / Mumbai Board and the damage so assessed by this committee shall be final & binding on the Architect Consultant. The liability is limited to the amount paid to the Architect Consultant till date.

27.3 This agreement shall be subject to the provision of the Maharashtra Housing & Area Development Act, 1976 and any excess payment made by the Board arising out of the terms of this agreement shall be recoverable as arrears of land revenue.

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## ANNEXURE - II

PLAN OF SITE TO THE SCALE OF 1:500

## ANNEXURE - III

STATEMENT SHOWING PARTICULARS OF STATE / OTHER CONSULTANTS WHO WOULD BE ENGAGED FOR VARIOUS WORKS AS COVERED IN THE SCOPE OF WORK

Sr. No	Scope of Work	Name & Address	Qualification	Experience	Remarks (In case of other consultant quote the conce letter no. & date from other consultant 3)
1	2	3	4	5	6
<u>STAGE I</u>					
1	Engineering Investigation & Surveys	<b>Sandeep Shikre &amp; Associates</b> appointed sub-consultant	Topographical Survey and Geotechnical Investigation	10 years	
2	Planning / Architectural Investigation & surveys	<b>Sandeep Shikre &amp; Associates</b> 203 204 Prabhadevi Industrial Estate, Veer Savarkar Marg, Prabhadevi, Mumbai - 400 028.	Architectural Services	27 years	
3	Preparation of preliminary Layout / Type Designs / Project Report	<b>Sandeep Shikre &amp; Associates</b> 203 204 Prabhadevi Industrial Estate, Veer Savarkar Marg, Prabhadevi, Mumbai - 400 028.	Architectural Services	27 years	
<u>STAGE II</u>					
4	Preparation of plans and estimates and detailed project report	<b>Sandeep Shikre &amp; Associates</b> 203 204 Prabhadevi Industrial Estate, Veer Savarkar Marg, Prabhadevi, Mumbai - 400 028.	Architectural Services	27 years	
<u>STAGE III &amp; IV</u>					
5	Working Drawings	<b>Sandeep Shikre &amp; Associates</b> 203 204 Prabhadevi Industrial Estate, Veer Savarkar Marg, Prabhadevi, Mumbai - 400 028.	Architectural Services	27 years	
6	Detailed estimates, DTPS etc	<b>Sandeep Shikre &amp; Associates</b> 203 204 Prabhadevi Industrial Estate, Veer Savarkar Marg, Prabhadevi, Mumbai - 400 028.	Architectural Services	27 years	

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Sr. No	Scope of Work	Name & Address	Qualification	Experience	Remarks (In case of other consultant quote the conce letter no. & date from other consultant \$)
1	2	3	4	5	6
7	Infrastructure planning Designing & Detailing	Sandeep Shikre & Associates appointed sub consultant	Mechanical, Electrical and Plumbing Design	10 years	
8	Landscaping	Sandeep Shikre & Associates appointed sub-consultant	Landscape Design Services	10 years	
9	RCC Designs	Sandeep Shikre & Associates appointed sub-consultant	RCC Design	7 years	
10	Permissions / Approvals from local & Other concerned Authorities such as Empowered Committee / MHADA / MCGM / MOEF / Civil Aviation / Heritage committee	Sandeep Shikre & Associates appointed sub-consultant	Architectural Services & Environmental Clearance Services	10 years	
11	STAGE V  If Consultant is appointed for supervision (periodic)	Sandeep Shikre & Associates 203 204, Prabhadevi Industrial Estate, Veer Savarkar Marg Prabhadevi, Mumbai - 400 028	Architectural Services	27 years	

PLACE: **MUMBAI**  
DATE: **5/4/17**

CA/39/12138



(**CA. SANDEEP MADHAV SHIKRE**)  
SIGNATURE/ADDRESS/ SEAL OF FIRM  
OF ARCHITECT CONSULTANT