

YASHWANTRAO CHAVAN ACADEMY OF DEVELOPMENT ADMINISTRATION,

RAJBHAVAN COMPLEX, BANER ROAD, PUNE-411 007. Phone No. 020-25608417/25608408/25608268

Architectural Consultant Services for Renovation work of Lezim hall General Terms and conditions

- The YASHADA desires to reconstitute the Architectural Consultant Services for preparation of plan and estimates and supervision for Renovation of Lezim hall works in the YASHADA Campus.
- Application are invited from a) Registered with council of Architects. b) qualified 5
 years and above experienced Architect for Architectural Consultant Services for
 Renovation of Lezim hall works in the YASHADA Campus. Experience of similar
 works will be preferred.
- **3.** Those who desire their names to be included in the Architectural Consultant Services of the YASHADA may forward their applications and signed **Terms and Conditions** to the YASHADA as per the format given by YASHADA. Consultant should visit the site and submit the ad-hoc plan of action and estimate along with the offer.
- 4. The Architectural Consultant Services for Renovation of Lazim hall works in the YASHADA Campus only.
- 5. A copy of the form of offer with terms and conditions can be obtained from the office of the Estate Manager, Estate Section, Yashwantrao Chavan Academy Of Development Administration, Pune. On any working days during the office hours from 03/06/2019 to 24/06/2019 up to 03.00 P.M.
- 6. The Architectural Consultant should have experience in both Civil and interior works such as Auditorium renovation, cabins, partitions and furniture etc. and should also have Consultant for Electrical, Air –conditioning, fire alarm system, data cable system, PA system, security Access system, conferencing system and CCTV system etc. needed for services attached with furnishing work.
- 7. The Architectural Consultant shall be responsible for preparation of sketch designs, architectural and working drawing, making structural and other calculations, preparation of cost estimates, bill of quantities, tender documents, day to day

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- supervision, quality control, measurements, etc. for the completion work in all respect.
- 8. The YASHADA authorities are not bind to accept the lowest offers and reserves the right to accept any offer or to reject any offer or to reject any or all the offers without assigning any reasons whatsoever.
- 9. The Architectural Consultant Quoted fees should be within limit of as defined by council of Architects.

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Terms and conditions

Architectural Consultant Services For Lezim hall

(1) Scope of Work:-

The Architectural Consultant shall provide services in respect of the following

- 1. Site investigation and analysis including identification of existing physiographic and other natural features.
- 2. Preparation of layout and site development.
- 3. Architectural designs.
- 4. Structural engineering designs.
- 5. Terrace Slab Waterproofing Work.
- 6. Electrical network design.
- 7. Heating, Ventilation and Air conditioning design.
- 8. Sanitary Plumbing and drainage water supply and sewerage designs.
- 9. Acoustical design.
- 10. Interior design, furniture layout.
- 11. Fire detection, fire protection and security system etc.
- 12. Project scheduling and monitoring.
- 13. Periodical supervision and quality control of the work.

(2) <u>Schedule of Services: -</u>

The Architectural Consultant shall, render the following services.

- 1. Furnish site investigation and analysis report.
- 2. Prepare conceptual designs with reference to requirements given and prepare estimates.
- Modify conceptual designs incorporating required changes and prepare preliminary drawings and designs and study model for the acceptance along with the revised estimate.

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- 4. Prepare working drawings, specifications and schedule of quantities with necessary details as per current PWD SSR along with rate analysis for items not in SSR to prepare estimate.
- 5. Prepare working drawings including large scale and full size details, detailed specifications and schedule of quantities sufficient to invite tenders.
- 6. Prepare and submit complete working drawings and details sufficient to commence work at site and for the proper execution during construction.
- 7. Prepare a Draft Tender Document and submit sufficient copies of the same.
- 8. Visit the site of work as and when necessary, as agreed mutually to clarify any decision of interpretation of the drawings and specifications that may be necessary and attend conferences and meetings as and when required and to ensure that the project proceeds in accordance with conditions of contract and clients requirement to ensure quality execution of work and furnish a report on observations and recommendation.
- 9. Prepare all the drawings required and legal documentation (for execution of agreement purpose) and all such drawings required by the Client.
- 10. Architectural Consultant shall supervise the work and ensure the quality of work in stipulated period.
- 11. The Architectural Consultant shall prepare detailed plans and estimate for internal electrification based on current P.W.D. (Electrical) S.S.R. and if the items are not included in S.S.R. the detailed rate analysis shall be carried out.
- 12. The Consultant Architects shall engage various consultants and experts such as Electrical, Plumbing, Heating & Acoustics, Illumination, Air Conditioning, Interior Designing and any other specialized services that may be required for the efficient execution of the project.
- 13. The Architectural Consultant shall be responsible for the whole work.
- 14. The Architectural Consultant shall prepare Bar Chart/PERT/CPM Network and shall get the work done from the contractor as per the time schedule.
- 15. The Architectural Consultant shall not make any deviations, alterations or omissions from the approved drawing, involving financial implications without prior permissions of the YASHADA.
- 16. The Architectural Consultant shall exercise all reasonable skill, care and due diligence in the discharge of his duties and shall exercise such general supervision and

- inspection as may be necessary to ensure that works are being executed as per specifications and in accordance with the conditions of contract.
- 17. The Architectural Consultant shall not, without prior written permission of the YASHADA will hand over the sanctioned plans or other drawings and papers relating to the said project to any third party. Drawings designed and all other related documents shall be property of Yashada.

(3) Professional Fees, Mode Of Payment And Other Condition:-

- (1) Professional Fees: YASHADA pay consultancy fees according to
 - The total fees as per Quoted Fees.
 - The fees are not payable on cost of land, overheads interest charges and deposits.
 - The fees would be computed on
 - Estimated cost of the work approved by Yashada upto issue of date of work order.
 - b) On actual cost of work done approved by the competent authority after commencement of work.
- **(2) Schedule of Payment: -** The Architectural Consultant shall be paid professional fee in the following stages consistent with the work done.

| Stage | Description | Fees payable |
|-------|--|-------------------------------------|
| 1. | On submission of conceptual designs, | 2% of the total fees payable. |
| | drawings and preliminary estimates of costs | (Based on Estimated cost of the |
| | and acceptance of the same by the Client. | work approved by Yashada upto |
| | | issue of date of work order) |
| 2 | On submission of preliminary drawings and | 5% of the total fees payable, less |
| | obtaining approval from statutory bodies. | payment already made. |
| | Preparation of basic working drawing and | (Based on Estimated cost of the |
| | details sufficient for preparing item-wise | work approved by Yashada upto |
| | estimated costs with rate analysis for items | issue of date of work order) |
| | not in PWD - SSR. | |
| 3 | On approval acceptance of the same by the | 10% of the total fees payable, less |
| | statutory bodies. | payment already made. |
| | | (Based on Estimated cost of the |
| | | work approved by Yashada upto |
| | | issue of date of work order) |

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| 4. | On submitting detailed specifications, | 12.5% of the total fees payable, | |
| | schedule of quantities, detailed design of | less payment already made. | |
| | structure and services and estimate of costs | (Based on Estimated cost of the | |
| | and draft tender documents sufficient to | work approved by Yashada upto | |
| | invite tender and on acceptance of same by | issue of date of work order) | |
| | Client. | | |
| 5. | Evaluation of tenders finalization of agency | 20% of the total fees payable, less | |
| | and submission of complete set of drawings | payment already made. | |
| | and details sufficient for the work | (Based on Estimated cost of the | |
| | commence at site. | work approved by Yashada upto | |
| | | issue of date of work order) | |
| 6. | During the course of construction of work at | 60% of the total fees payable, to | |
| | site. | be paid in installments consistent | |
| | | with the value of work as certified | |
| | | by the Yashada from time to time, | |
| | | less payments already made. | |
| | | (Based on actual cost of work | |
| | | done approved by the competent | |
| | | authority after commencement of | |
| | | work.) | |
| 7. | On completion of the work on submission | 85% of the total fees payable, less | |
| | of completion certificate and final record | payment already made. | |
| | drawings. | (Based on actual cost of work | |
| | | done approved by the competent | |
| | | authority after commencement of | |
| | | work.) | |
| 8. | On compliance with the requirements | Balance payment, making a total | |
| | required of rectification/repairs as may be | 100% of the fees payable. | |
| | required during the defects liability period. | (Based on actual cost of work | |
| | | done approved by the competent | |
| | | authority after commencement of | |
| | | work.) | |
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(3) Effecting Payment to the Consultant Architect :-

- 1. The payments to the Architectural Consultant during various stages are on running account payments and will get adjusted in the final payment.
- 2. The cost of the project shall be the cost of the proposed work estimate including the cost of civil work, Interior design work, electrical fittings, fixtures and any other design work or implementation of any work done by the Client in the project area.

(4) The Clients Responsibilities:-

The Client will perform the following duties with a view to facilitate the Consultant do their professional work.

- 1. Furnish design brief and other requirements of the project.
- 2. Provide site plan to a suitable scale showing boundaries, existing roads and proposed paths.
- 3. Furnish State Schedule Rates (SSR) other documents pertaining to the State required to be followed by the Consultants.

(5) Execution of the Assignment:-

- All the stages of work shall be completed by the Architectural Consultant and the
 necessary approval given by the client according to the time schedule mutually agreed
 upon. The works throughout the stipulated period of contract will be carried out with
 due diligence, time being essence of the contract.
- 2. The client shall have the right and authority to terminate the agreement on giving 30 days notice, in the event of the failure on the part of consultants to complete their work or the consultants committing a breach of any one or more of the terms and conditions of the agreement to the satisfaction of the client.
- 3. The Architectural Consultant shall prepare drawings, designs, outline specifications and estimates of costs on schedule of rates of the executing agency.
- 4. The Architectural Consultant shall advice on the time and progress chart prepared by the contractors for the completion of the work.
- 5. The Architectural Consultant shall assume full responsibility for the designs and specifications for terms described in the scope of work i.e. structural safety and statutory compliance. The client will have full access to the details of the calculations and the structural designs for the purpose of scrutiny. The structural engineers of the

- consultants will render all possible help for the above scrutiny. The client will have right to appoint proof consultant.
- 6. The Architectural Consultant shall supply to the client free of cost required number of sets of all reports, drawings, specifications and other particulars.
- 7. On completion of the work, the Consultant Architect will prepare and submit latest asbuilt drawings of the Renovated Lezim hall and services indicating all the minor adjustments done on the site and submit to the client maximum required no. of sets of alongwith the soft copy of the same.
- 8. The Architectural Consultant shall advise the client regarding the work under execution during their visits to the site and submit reports on their observations. The client shall consider the necessity of such additional work/extra items with reference to the drawings and specifications rate analysis and additional cost involved.
- 9. Any deviation from the approved drawings or specifications that may be observed by the Consultant shall be given in writing.
- 10. The Architectural Consultant shall make necessary revisions as may be required by the client in the drawings and other documents submitted by them.
- 11. No change shall be made in the approved drawings and specifications of site without the permission of the Yashada.
- 12. The drawings, specifications, reports, documents and other instruments of service are the property of the client whether the project for which they are made is to be executed or not. They are not to be used for any other project except with the written consent of the Yashada.
- 13. The client shall have the liberty to postpone or not to execute or reduce scope of any work and the Consultant shall not be entitled to any compensation or damage for such postponement or non-execution of the work except the fees which are payable to the consultants upto the stage of services then completed.
- 14. The Architectural Consultant will not proceed with the work stipulated in any stage without the written consent of the Yashada.
- 15. The Architectural Consultant shall ensure that the contractor is furnished with drawing or drawings and plan or plans at the time or times appointed and specified in the contract to be made between the client and the contractor. If the consultants fail to furnish drawings or plans to the contractor accordingly the consultants shall pay to the client compensation for any loss or damage arising from such neglect, failure or omission, particularly to meet with the claim or demand if any, presented by the

- contractor against the client for loss or damage suffered in consequence of the delayed supply of drawings to the contractor.
- 16. It is hereby agreed and declared that the contract herein is intended to be job oriented and time oriented and in the event of the time estimated for the completion of the job being extended or enlarged for any reason whatsoever, no additional fees will be payable to the consultants.
- 17. Where the Architectural Consultant is a partnership firm or a company, no change in the constitution of such partnership or no change in the constitution of Board of Directors of the company shall be made without the prior approval of the Yashada
- 18. The Architectural Consultant shall guarantee their design, specifications, and other related information and these should be complete, accurate, adequate, and workable. Confirms to the statutory norms, rules and regulations of local bodies/ISI specifications. The burden of proof that the designs, specifications and other related technical information are complete, accurate, adequate and workable shall rest with the consultant.
- 19. Architectural Consultant shall guarantee that the contractor and other agencies execute the works as per drawings and specifications.

(6) Damage or Destruction of Works:-

- 6.1 (a) If any work or portion thereof is due to error and omissions in a drawings or instructions made by the Consultants, is require to be removed and the claim of the Contractor in this behalf found justified, then the Consultants agree that the Yashada shall not be financially liable for such mistakes, and liability developed for the Yashada in this behalf shall be discharged by the consultants.
 - (b) 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 Consultants agree that they shall not be paid anything extra on the plea that the work of re-erection is required to be supervised again.
- 6.2 The decision of the Yashada in respect of the acceptance of work or otherwise shall be final and binding on the Consultants.

(7) Termination of Agreement: -

The YASHADA reserves the right of termination/withdrawal of work assigned to the Architect at any stage of work. In case of termination of assignment, the plans/drawings/designs supplied by the Architect shall remain the absolute property of the YASHADA. In case of termination of assignment, Fees payable to the consultant would be restricted to the actual work done by consultant as determined by YASHADA.

(8) **Dispute: -**

In case of dispute it shall be referred to the D.G. of Yashada and his decision will be final and binding on both the parties.

(9) **Penalty** :-

- i) If the Architectural Consultant fails to submit required designs, drawing, document information etc within stipulated time penalty of 1% recovered from the payments due.
- ii) If the Architectural Consultant delays in submitting required document in sufficient time for getting necessary permission from the competent authorities 1% of penalty shall be levied from consultant decision of D.G. of Yashada regarding the amount of penalty shall be final.

(10) Risk of Purchase:-

If the Architectural Consultant fails to perform duties at any stage of work Yashada reserves to carry out the balance work at the risk and purchase of consultant. Extra payment incurred due to this shall be recoverable from the consultant.

(11) Period of Empanelment:-

The Architectural Consultant services for Renovation of Lezim hall Work at YASHADA up to work completion.

Application for Architectural Consultant Services

(To be Furnished on Firms Letterhead)

| Name of Applicant:- | | _ |
|--|-------------------------|----------------------------|
| The Fees Quoted Application form and | l Terms and condition | ns duly signed in shall be |
| submitted in a sealed envelope. | | |
| subscribing " Application for Architecture | etural Consultant Se | ervices For Renovation of |
| Lezim hall" Addressed to: | | |
| To, Registrar Yashwantrao Chavan Academy Of Development Administration, Pune. Pin code: 411 007. | | |
| I / We have read and understoo | od the instructions and | d the terms and conditions |
| contained in the application form. I/ We d | | |
| application and in the supplementary she | • | |
| pages tois | | - |
| belief. The undersigned is fully authorized | | |
| of the organization, he / she represents. W | | |
| employers, firms and corporations to verif | | |
| | | 1 |
| I Agree to provide Architectural | l Consultant Services | s for Renovation of Lezim |
| hall, Fees Quoted% (in wor | rds | %) |
| as on cost of actual Work done.(Taxes e | extra as applicable) | |
| | | |
| | Signature | : |
| | Name | : |
| | Designation | : |
| | Address | : |
| Place : | | |
| Date : | | |
| | | |
| Seal of the applicant. | | |

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