APPENDIX- A

SCOPE OF WORK AND TERMS OF REFERENCE

1.0 THE PROJECT

MTDC proposes to undertake work of “Development of Various Tourism Facilities-Amenities Kelzar, Dist: Wardha.” MTDC now intends to appoint Architect-Consultant from MTDC’s empanelled consultant’s list in the category I to assist MTDC for preparation and approved of Detailed Project Report (DPR).

2.0 OBJECTIVES

The objectives for the appointment of Architect-Consultant;

This DPR includes preparation of Reconnaissance Survey, Topographical survey, Preparation of Master Plan, Architectural Plans & Design, Structural Designs, Site Development, Interior Design details, Kitchen/Restaurant Designs/Details, Acoustical Designs/Services including all MEP services, Elevations, Sections, Walkthrough, Models, etc., with details of area analysis, area geometry, etc.

If ordered, in phase-II, Detailed Design, Cost Estimates, Bid Documents, Working Drawings & Designs, Assisting MTDC for evaluation of the bids and act as a Project Management Consultant for supervision of work during execution as an Architect-Engineer on behalf of MTDC, prepare-present and submit survey, progress/financial bar chart for time schedule, prepare technical specifications cost estimates including rate analysis, bill of quantities, Periodical inspection & testing plan, Certification of Bills of Contractors, Preparation of maintenance manual (if requires), Getting necessary permissions, approvals from the various statutory bodies/departments/agencies for the approval of the Project as a whole, shall be the duty and responsibility of the Architect-Consultant.

3.0 STANDARDS AND CODES OF PRACTICE

All activities related to field studies, design & documentation shall be done as per the latest

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guidelines / circulars and relevant publications of the Bureau of Indian Standards (BIS) and other relevant Indian codes including best practices in tourism fraternity - United Nations World Tourism Organization. For aspects not covered by BIS or other relevant Indian codes, international standard practices, such as British & Americans Standard may be adopted. The Architect, upon award of the contract, shall finalize this in consultation with MTDC.

4.0 SCOPE OF WORK

4.1 The scope of the work is same as mentioned the Objectives at clause 2.0.

4.2 The scope of work is divided into two phases:

   Phase -1: Pre-tender Activities (up to appointment of construction Contractor and detailed working drawings, inspection during execution) (Read with clause 2.0)

   a) Carrying out Preliminary site investigations, Surveys, Preparing Concept Plan/Drawings, Block cost estimates, obtaining necessary permissions

   b) Detailed architectural designs/ drawings, Approvals/ Permissions from the concerned agencies (water transportation permissions from Maharashtra Maritime Board and Navy, permission from MCZMA, MPCB and building permissions, PermissionsForest department tree cutting, utility shifting etc.) and detail cost estimates, proposed land acquisition plans.

   c) Preparation of Bid Document, Design Criteria for structures, Detailed estimates, Tender drawings, Draft Tender Papers (DTP).

   d) Assisting MTDC for

       ▪ Approval the proposal from GoM.
       ▪ Invitation of bids
       ▪ Bid evaluation
       ▪ Appointment of Construction Contractor.

   Phase-II: Post-tender Activities i.e. Project Management / Supervision during Actual implementation of work. (Which will be ordered separately) (Read with clause 2.0)

   a) Day to day supervision of the work through Site Engineer/supervisor.
b) Preparation and/or Proof checking and issue of approved drawings.

c) Scrutinizing, processing, certification of construction contractor’s bills and submission of the same to MTDC for approval.

d) Liaisoning with local bodies / concerned authorities / utility holders.

5.0 Preparation of Concept Plan

Based on above surveys and study the Architect shall prepare different concepts for the proposed Development of Various Tourism Facilities-Amenities Kelzar, Dist: Wardha. The various components to be considered are as below-

i) **Layout of the development area.**
   a) In case of approved Master Plan for demarked area is available then proposed additions/alterations shall be as per the master plan.
   b) If master plan is not ready then the layout to be finalized considering future expansion and requirements.
   c) Number of proposed structures, tourist amenities, development of roads pathways shall be as per the requirement given.

ii) Type, shape and geometry of tourist amenities, structures shall be in conformity with surrounding area (At least two concept).

iii) **Internal roads / Pathways:** designing of roads / pathways with material in accordance with surrounding and could be available easily.

iv) **Storm water Drainage:** Type and size of road side storm water drains, cross drainage works, down take pipes, STP, bio digester, footpaths along with retaining structures and protective railings.

v) Waste management and water recycling plan, as per norms of MCZMA/CRZ and MPCB directed by MTDC.

vi) Signages and solar street lighting.

vii) Landscaping – Plantation details / Lawn details, Landscaping, Working drawings etc.

viii) Utility drawings and plans for relocation and provision for utility laying in future
as directed.
Considering all above aspects the Architect shall prepare different concepts and submit the same to MTDC for approval.

5.3 **Block Estimate**
Considering concept plan and scope approved the Architect shall prepare block estimate of the project with \( \pm 10\% \) accuracy. This block estimate may be utilized for obtaining necessary approvals from competent authority.

5.4 **Preparation of Detail Project Report (DPR)**
Prepare a chart of involving Govt. departments/local bodies in carrying out said project, documentation and presentation to submit for required permissions/NOCs from statutory authorities. As per the approved concept from MTDC, Govt. of Maharashtra, Govt. of India, the Architect shall prepare all architectural designs and drawings for the project considering all components as per 5.0, i to viii above. Further, for all major project components, the Architect shall submit preliminary structural designs as per standard design practice to the satisfaction of the MTDC.

For RCC designs, the Architect shall appoint a reputed structural design firm in consultation with the MTDC. The cost of structural design firm shall be deemed to be included in fees for Phase-I, Pre-tender activities, including test checking of RCC detailing during execution by the design firm.

5.5 **Quantity and Cost Estimates**
Based on above approved designs, drawings and detailing, the Architect shall prepare quantity and cost estimates based on IS standards. For Item Rates, rates from latest applicable PWD DSR shall be referred. Consider Kelzar, Dist: Wardha as a special case for material transportation and lead for material if applicable, shall be judiciously considered, after ascertaining source i.e. quarry location. For items not present in applicable PWD DSR, other PWD DSR may be used in consultation with MTDC. In case the item not present in PWD DSR fresh rate analysis based on market rate may be prepared by the Architect.
in consultation with the MTDC (Market rate to be decided by calling three quotations).

The estimates so prepared shall be submitted to MTDC at least in two copies for approval. Suitable changes as suggested shall be incorporated from time to time till final approval is accorded by MTDC.

5.6 Environmental studies, clearances and social impact assessment
The Architect shall ascertain whether as per the statutory requirements under the EP ACT 1986, Environmental Clearance and CRZ clearance are required. If required, the Architect shall prepare necessary proposals for approval as per prevailing laws/ regulations.

5.7 Land acquisition
After ascertaining the Project requirements the Architect may be required to identify the requirement for land and prepare land acquisition proposals and plans. The Architect shall co-ordinate with various authorities such as Local District Collector, MCZMA/CRZ, MPCB, MMB, NAVY, MbPT, Zilla Parishad, Forest, Nagar Parishad, Gram Panchayat, etc. for getting the relevant village maps / city survey maps, records etc. in this respect.

If certified land measurement records are not available with MTDC, for confirmation the Land measurement from TLR shall be done by the Architect. Necessary fees for the measurement will be done by MTDC.

5.8 Time Limit for Construction
After preparation of DPR depending upon scope of the work, type and methodology of Construction envisaged, site conditions prevailing the Architect shall propose optimum time required for completion of the project. MTDC in Consultation with the Architect, considering proposal submitted by the Architect will approve the time period for construction to be stipulated in the Bid Document.

5.9 Preparation of Bid Document
After approval to DPR and cost estimates by MTDC, the Architect shall prepare Bid
Document. The Bid Document shall cover instructions to bidders, contract conditions, special conditions, contract agreement, detailed scope of work, schedules including bill of quantities, specifications, formats, preliminary structured design layouts etc. as per standard practice prevailing in MTDC and as directed by MTDC from time to time. In addition to the above, the Bid Document shall indicate tentative schedule of construction with completion milestones for various components of the project. The Bid Document shall also indicate broadly deployment of resources equipment and manpower, planning / scheduling of various construction activities and maintenance plan. After approval from MTDC to the Bid document, the Architect shall submit stipulated number of sets of the Bid Documents so approved to MTDC.

5.10 Invitation of tenders and appointment of Contractor

i. The Architect shall assist MTDC in preparation of short and long version of tender notices, for paper publicity and web publicity.

ii. The Architect will make available stipulated number sets of Bid document duly initialled on each page along with soft copy for uploading same on e-tender portal.

iii. The Architect shall attend pre-bid meetings (if conducted) with the bidders and offer clarifications, if any, sought by the intending bidders. The Architect shall prepare minutes of such meetings and also Common Sets of Deviations in consultation with MTDC for issuing to the bidders.

iv. The Architect shall attend opening of tenders/offers. The Architect in Consultation with MTDC shall scrutinize the bids received prepare comparative statements, carry out assessment of bids and give his recommendations including advice on acceptability or otherwise of the bids received and attend meetings when called by the MTDC.

v. On receipt of final approval from the competent authority the Architect shall prepare draft letter of acceptance to be issued by MTDC and take further necessary actions as directed by MTDC and in accordance with the tender conditions.

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vi. The Architect shall in Consultation with MTDC arrange to get the contract agreement signed from the successful bidder in the prescribed format of the agreement. The Architect shall also arrange to prepare and supply to MTDC stipulated number certified copies of the accepted tender including all annexure and drawings submitted by the successful bidder.

vii. The Architect shall assist MTDC to issue the work order.

5.11 The Architect shall assist MTDC in monitoring progress of work as per plans and specifications. If Phase-II – Post-tender activities work, not awarded to the Architect, during execution of the project, the Architect shall pay periodic visits to the work site and issue comments, suggestions. The visits of the Architect shall be planned in consultation with MTDC. First six such visits shall be deemed to be included in fees for Phase-I activities. For further visits the Architect’s fees will be as mutually agreed.

5.12 Deliverables during Phase I

Deliverables during Phase I of Architectural services are as below-

i) Reports on various surveys and studies carried out along with the recommendations.

ii) Detailed Project Report covering all aspects as stipulated in the scope of work.

iii) Bid Document covering all aspects as stipulated above, for appointment of Contractor.

iv) Evaluation report for scrutiny of bids received and recommendations for appointment of Contractor.

v) Detailed RCC designs and working drawings approved by MTDC during execution along with supervision visits.

vi) Any other reports, photographs, CDs, Video Cassettes etc.

vii) Presentations of the proposed project for various forums from time to time.

The Architect shall submit Three sets of approved Bid Document (excluding draft sets),
for additional sets Rs.1,000/- per set will be paid extra.

6.0 Detailed scope for Phase – II (Post-tender Activities, If ordered separately)

1. This is the period of actual execution. The Architect shall be fully responsible for timely execution of the contract as per terms and conditions as Project Management Consultant. The construction of the project shall be supervised by the Architect and work shall be carried out as per approved drawings and specifications so as to complete and open the work for use within the time schedule prescribed. The Architect shall furnish to the MTDC following reports and documents in the number of copies stated. All reports and documents shall be in English.
   
   I) Progress Reports: The Architect shall submit monthly progress reports, which shall include physical and financial progress of work, his comments on rate of progress, quality of work, hurdles faced for execution / operation of contract, remedial measures to be adopted, suggestions for timely completion of project, compliance of instructions given by MTDC etc. and minutes of site meetings with the contractor.

   II) Completion Report: - The Architect shall submit a completion report at the time of final certification.

2. The Architect shall prepare detailed working drawings (including preparation of detailed RCC designs if not available from Phase-I – Pre-tender activities) and on approval issue the drawings for construction.

   The Architect shall be responsible for day to day supervision of the work, for which the Architect shall appoint Senior Engineer (experienced), Site Engineer and reasonable supporting staff at the site (in addition to his back office staff) from the beginning of construction till completion. It is, however, made clear that all such staff shall be employees of the Architect and the salaries / wages including all allowances to the said staff shall be paid by the Architect. The MTDC shall, however, have the right to direct Architect to remove any staff, who is considered undesirable. The Architect & his staff shall follow the instructions given by the MTDC from time to time.
3. The Architect shall approve foundation strata for structures for laying the foundation
4. The Architect shall be responsible for Quality Assurance as per the specifications for the work.
5. On submission of running bills by the contractor, the Architect shall scrutinize and certify the bill for quality & quantity as per terms and conditions of Construction Contract and submit the same to MTDC. If directed by the MTDC measurements of the work in progress shall be recorded by the Architect’s Site Engineer / Senior Engineer in measurement book (MB) prescribed along with certification by the Architect.
6. On completion of the work, final measurements shall be taken jointly by the Architect and the contractor. The Architect then submit the same to MTDC. If directed by the MTDC, final measurements of the work shall be recorded by the Architect’s Site Engineer / Senior Engineer in measurement book (MB) prescribed along with certification by the Architect.
7. The Architect shall arrange submission of “As built” drawings along with completion report from the Contractor.

The Architect shall obtain from the Contractor and certify ‘As-built’ drawings of all works carried out. As built drawings shall be made on computer using the latest version of Auto Cad. The Architect shall supply “As Built” drawings in the form of two sets of print outs and two soft copies of CD.

7.0 Special conditions
1. The Architect acting as ‘Engineer’ during execution of the work and if such shall obtain prior approval of the MTDC in respect of:
   A) Approving subletting of the work
   B) Granting claims to the Contractor.
   C) Ordering suspension of the work
   D) Determining an extension of time to the Contractor.
   E) Waiving off the penalty and arranging the repayment of compensation for delay.
   F) Issuing a variation order
   G) Ordering any works / test beyond the scope of the contract.
   H) Determining rates for the extra items / extra work / additional work.

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I) Any variation in the contract condition.

2. The Architect’s Senior Engineer and Design Engineer shall visit the work site from time to time and whenever his services are required for ascertaining that the work is being carried out satisfactorily and also for studying the problems on the spot and giving necessary clarification / directions.

3. The Architect shall deploy sufficient staff, at the site of work for supervision and exercising adequate and constant timely technical supervision over the construction including layout checking, requirement of material and their procurement in time, checking their quality conforming to approved specifications and accepted standards, actual construction quality, confirmation to approved plans & specifications, record keeping at site etc.

4. The Architect shall be fully responsible in their capacity as Project Management Consultant for the soundness and correctness of all works executed assuming responsibility of soundness of the design and of the conformity of the work to the approved plans, design and specifications and conditions of contract applicable to the subject work.

5. Any approval / concurrence by MTDC to the Architect’s instructions, preliminary or detailed engineering, design, drawing and estimate shall in no way absolve the Architect to ensure sound construction and performance as per the specification of the scheme as a whole. The appointment of any engineering staff by the MTDC at the site of the work shall not in any way diminish the responsibility of the Architect in this respect.

6. The Architect shall not have any objection to MTDC maintaining any civil engineering staff (the office space for whom will be provided separately by the Contractor at its cost) at the site of works to carryout works and duties allotted to them by the MTDC in respect of works at the site of other areas. During inspection of such authorities the Architect shall produce necessary records, drawing, documents etc. to the inspecting officer.

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7. The Architect shall not have any objection to the works being inspected by the other Proof Consultant if any or any other agency appointed by the MTDC for inspection of the same.

8. The Architect shall certify that the work measured, recommended for payment by Their Engineers are fully consistent with the type, quality and specifications prescribed in the Construction Contract / Contracts. While approving such bills, the Architect shall follow the rules and instructions issued by the MTDC from time to time. The Architect shall deem to guarantee the correctness of the work for quantity as well as quality o approval / recommendation of bill for payment. The MTDC or its authorized representative(s) may also check a certain percentage of the measurements and bills as felt necessary as per instructions issued by MTDC from time to time.

9. The Architect shall scrutinize and approve the Quality Management Plan prepared by the contractor and ensure compliance with its requirements during the execution of the work. The Quality Management Plan shall consist of the following points; however the list is not exhaustive.

A) Prepare a manual containing Quality Management Plan including Quality Control procedures and check lists for approval to materials and methods at various stages of construction and a system for maintaining records of work and test results.

B) Checking the contractor’s construction methods, sequence of operations and temporary works needed for ensuring quality of output and safety during constructions.

C) Monitoring the implementation of the Quality Management System and various other suggestions made by the Officers of the MTDC, during periodical visits, compiling and analyzing the test results and giving advice on necessary remedial / Corrective action in time.

D) Furnishing monthly reports on monitoring of Quality Control to the MTDC Covering the above-mentioned aspects and any other important point relevant to the quality of work and the extent of his inputs.
E) To prepare comprehensive checklists for each item of the work and guidelines for quality control / quality assurance operations.

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<tbody>
<tr>
<td>a)</td>
<td>Materials, equipment, workmanship and end products</td>
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<td>b)</td>
<td>Degree of quality control measures</td>
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<td>c)</td>
<td>Quality check</td>
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<td>d)</td>
<td>Records, reporting and documentation</td>
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F) Checking the design and erection of centring, shuttering and other temporary works proposed to be erected by the contractor.

G) To check and approve all items of work before commencement. For all important items of work like concreting operations, the Architect’s Engineer shall supervise the operation throughout.

10. The Architect shall suggest to MTDC modifications, if any, due to site conditions and advise regarding cost variation, on account of extra items and excesses on the contract. The Architect shall ensure regular and timely flow of approved working drawings and issue necessary instructions to the contractor in this regards.

11. The Architect shall undertake complete administration and management of contract till payment of final dues to the contractor.

12. The Architect shall undertake verification of work on completion and submit certificate of completion of work along with completion report as directed by the MTDC.

13. The Architect shall provide a statement of claims/disputes on a regular basis. In case no claims are outstanding the Architect shall provide a certificate to that extent.

14. The Architect shall assist and advise MTDC with regard to extra claim / dispute, if any

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till the cases are settled. The Architect will also be required to brief the legal adviser / legal consultants of MTDC on cases pertaining to the work.

15. The Architect shall render to MTDC every assistance, full technical services, proper guidance or advice on any matter concerning the technical and engineering aspects of the Projects including periodical interaction and also through invited experts on specific subjects with MTDC’s prior approval.

16. **Meetings with MTDC**

Meeting with MTDC representatives, by the Architect and his staff once in a month and frequently as and when required as per circumstances.

17. **Processing of Bills**

Interim monthly payments shall be based on the interim payments certificates processed by the Architect following a request made by the Contractor(s). In processing Contractor’s payments, the Architect shall submit the bill to MTDC not later than 7 days from date of receipt from Contractor. In case of final bill, the Architect shall submit the same to MTDC not later than 30 days from date of receipt from contractor along with completion certificate. In this regard, instructions issued from time to time by MTDC shall be binding on the Architect.

### 8.0 ADDITIONAL SERVICES

The Architect shall, if so required by MTDC, provide the services as specified below as additional services to those specified above.

a) Preparations of reports or additional contract documents for consideration of proposals for carrying out of additional work.

b) Any other specialist services by the Engineer or other specifications as may be agreed upon.

All additional services other than minor extras without materially affecting the scope of work will be authorized by MTDC at rates or on man month basis and under conditions to be mutually agreed.

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9.0 Payment to the Architect

As per the terms and conditions of payments listed in Payment Schedule.

The work order for Phase–I i.e. Pre-tender activities shall be issued to the Architect on signing the agreement. The decision of commencing Phase II activities i.e. actual construction work shall be taken by MTDC after approval to the project, construction contract from the concerned authorities. MTDC shall then separately issue a work order / commencement letter to start the Post-tender activities to the Architect. Otherwise the consultancy services will be terminated on completion of Phase I i.e. Pre-tender activities. No claim on this account shall be entertained.

If during operation of Phase-I or Phase-II, for any reason (other than Architect’s default) MTDC decides to foreclose the agreement, MTDC shall have full authority to do so. In this case, payment as per payment schedule will be made up to the stage to which work is completed to the Architect plus reasonable charges, if any as decided by the MTDC.

10. PENALTY

The Architect will indentify MTDC for any direct loss or damage, which accrue due to deficiency in services. Penalty shall be imposed on the Architect for poor performance / deficiency in services as expected from the Architect.

11. Assistance to be provided by MTDC to the Architect.

1. To facilitate smooth conduct of the study, MTDC shall offer due help viz.
   
i) To vest the team with the authority to carry out engineering and traffic surveys as per items mentioned in the scope of study but not limited to them.
   
ii) To secure permission from local respective departments for the entry into private properties or restricted areas for the conduct of the study.
   
iii) To secure permission to take all data documents (including photographs) relating to the study but on returnable basis.
   
iv) Issue of authority / recommendation letters.
   
v) Provide Architect, with the work permits and such other documents as shall be necessary to enable the Architect, to perform the services.
2. **Access to Land**

MTDC warrant that the Architect shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the services. The Architect shall be responsible for any damage to such land or any property thereon resulting from such access and will indemnify MTDC in respect of liability for any such damage caused by the default or negligence of the Architect or any Sub Architect or the Personnel of either or them.

12. **Payment Schedule**

12.1 In consideration of the performance of the contract, MTDC shall pay to the Architect as consideration for his services as set forth below:

The total fees payable (i.e.…….%) would be as below-

- Phase I: ….. % of Estimated Cost as explained herein after for Pre-Tender Activities Excluding statutory service tax and
- Phase II: …..% of Estimated Cost of work for supervision of work during execution (P.M.C.) Excluding statutory service tax.

The fees for services provided by the Architect for Phase-I and Phase-II activities as per terms and conditions of this agreement shall be deemed to include all transportation charges, expenses, taxes (except statutory service tax) wages, salaries of personnel, overheads, profits etc. in all respect. No claim in this regard shall be entertained by the MTDC.

The Estimated Cost as per preliminary estimates prepared by the Architect and approved by the MTDC shall be the basis for payment of Consultancy fees during the Phase-I up to preparation and approval of detailed estimate. Once detailed estimate prepared by the Architect and approved by the MTDC, the estimated cost shall be the basis for payment for architectural services. After receipt and acceptance of tender the tendered cost shall be the basis for Phase I as well as Phase II payment.
Fees already paid for Phase I based on preliminary estimates/ detailed estimate shall be adjusted accordingly.

12.2 **Payment for Pretender Activities [Phase I]**

12.2.1 The pre-tender activity period shall start from the date of award of Architectural consultancy and for the period stipulated of 8 weeks.

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<th>Sr. No.</th>
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<th>% age of Total fees</th>
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<tr>
<td>1</td>
<td>Upon completion of preliminary site investigations and various surveys and submission of reports</td>
<td>10%</td>
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<td>2</td>
<td>Upon approval of conceptual architectural drawings and preliminary designs by the M.T.D.C.</td>
<td>10%</td>
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<td>3</td>
<td>Upon submission of proposals for approval / permissions / NOCs to plans from concerned Local Authorities, Electricity Board, Collector etc. and subsequent follow-up.</td>
<td>15%</td>
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<td>4</td>
<td>Upon submission of detailed architectural engineering working drawings</td>
<td>10%</td>
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<tr>
<td>5</td>
<td>Upon submission of Detailed Project Report (DPR) along with detailed cost estimates and specifications</td>
<td>15%</td>
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<tr>
<td>6</td>
<td>Upon submission of draft tender papers for construction contract.</td>
<td>5%</td>
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<tr>
<td>7</td>
<td>Upon submission of approved tender papers for construction contract with stipulated number of sets.</td>
<td>10%</td>
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<tr>
<td>8</td>
<td>Upon signing the Contract agreement with Construction Contractor.</td>
<td>5%</td>
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<tr>
<td>9</td>
<td>Upon submission of working drawings (Design drawings) including revised architectural drawings, if required. (During period of construction in stages)</td>
<td>20%</td>
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</table>
Note

1) The above fees will be paid on services.

2) Deduction will be made from the Architects fees on account of penalty, defective work, liquidated damages or other sums withheld from payment to contractor.

3) The above fees shall be calculated as stipulated in Clause 12.1.

4) Statutory Service tax as applicable will be paid separately over and above the fees payable.

12.2.2 If the project is proposed to be sent to Central Government for approval for funding under CFA, then the payment schedule mentioned in 12.2.1 above and elsewhere in the agreement shall not be applicable until the project is approved under CFA. On approval, estimated cost to be considered for calculation of Consultancy fees shall be sanctioned cost. (Excluding contingency and Architectural Fees or such items).

12.3 Extension to time limit to Pre tender activities (Phase - I)

a) If there is genuine (for reasons not attributable to the Architect) delay to complete the pre tender activities by the Architect on account of reasons beyond his control then the Architect should obtain valid extension for the prescribed period for Phase I - pre tender activities.

b) The reduction in the fees made for the delay will not be released unless the valid extension is granted for Phase I - pre tender activities.

c) The decision of designate authority for granting extension and penalty shall be final and binding. The designate authority for granting extension and penalty shall be MD, MTDC.
12.4 Payment For Phase II - Post Tender Activities

i) The post tender activities shall come into effect from the date of award of contract and issue of separate work order to the Architect for Phase II and the time period shall be for the period of construction contract.

ii) The break-up of payment for Phase II during its period shall be at the percentage rates as prescribed below:

   a) During actual execution of the work over a period of construction : 95% of the total fee for Phase II
   b) Preparation and submission of final bills of work : 5% of the total fee for Phase II

iii) Payment of fees during actual execution

   The fees during actual execution as stipulated above (95% of total fees for Phase II), shall be divided into two categories and paid in the following manner and ratio

   a) Time related fees = 60 %.
   b) Progress related fees = 40 %

a) Time related fees

   1) The time related fees shall be payable as below:

      2) Fee to be paid every month

      \[
      \text{Fee to be paid every month} = \frac{60 \times 95}{100 \times 100} \times \text{Total fees for Phase II}.
      \]

   Where,

   a) For construction period \( \leq 6 \) months. \( n = 2 \)
      \( \leq 12 \) months \( n = 3 \)
      \( \leq 18 \) months \( n = 4 \)
      \( \leq 24 \) months \( n = 5 \)
      \( \geq 24 \) months \( n = 6 \)
b) The monthly fee shall be payable to the Architect as per the above formula for the scheduled period of completion plus further period in months as above;

c) If a further valid extension is given to the Architect, the fee payable to the Architect every month beyond original time period plus six months subject to conformance to TOR, shall be increased by 5% per annum

b) Progress Related Fees

The progress related fees would be paid as below: Fee to be paid every month

\[
\text{Total fees for Phase-I} = \frac{40 \times 95}{100} \times \frac{\text{Cumulative cost of the work done up to end of the month / period by the construction contractor}}{\text{100}} \times \frac{x}{\text{Tendered cost of the work}} \times \text{activities related fees paid}
\]

Where

The cost of the work done by contractor will exclude the payment made towards price escalation, Mobilization Advance and Machinery Advance. Similarly the recovery of Mobilization Advance and Machinery Advance will not be reflected in working out the fees due to the Architect.

c) Fees for final bill preparation will be released only after approval to final bill by the MTDC.

d) If the project gets completed before the time period, total consultancy fees for phase II, shall be released excluded payment for final bill.

e) If project is completed at increased cost than tendered cost, the progress related fees payable shall be considering cumulative cost of work done equal to tendered cost.

(Note: In any case the fees of phase-II will be finally restricted to the % quoted/agreed by Architect-Consultant and MTDC.)
Date: 
Place: 

To, 
The Managing Director 
Maharashtra Tourism Development Corporation 
C.D.O. Hutments, Opp. L.I.C. building, Madame Cama Road, 
Mumbai 400 020 

Sir, 


Being duly authorized to represent and act on behalf of __________________________ (Name of applying Firm) and having reviewed and fully understood all the requirements of bid submission provided vide this ToR document pertaining to the Architect and Consultant for “Development of Various Tourism Facilities-Amenities Kelzar , Dist: Wardha”

We hereby provide our Financial Bid as under:

1. Phase - I ………….. % (In Figure) (In words……………………………………percent) of Estimated Cost approved by MTDC, as explained herein after for Pre-Tender Activities mentioned in ToR , excluding service tax.

2. Phase -II: ………….. % (In Figure) (In words……………………………………percent) of Estimated Cost approved by MTDC, as explained herein after for post-tender activities i.e. supervision of work as PMC during execution till submission of final project closure report., excluding service tax.

3. Total fees for phase-I and phase-II ………….. % (In Figure) (In words……………………………………percent)

Signed 
For and on behalf of (name of bidder) 
(Authorised signatory) 
(Designation of Signatory and Stamp/Seal)

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Seal & Signature of Firm
12.5 Payment for Work which are not covered under scope of Architectural services but approved in writing by MTDC.

The following payments will be made if the activities are ordered:

i) Cost of any sub consultancy / appointment of expert required for the services which are not included in scope of work but approved in writing by MTDC.

ii) Cost of such further items as may be required by the Architect for the purpose of the services as agreed in writing by MTDC.

iii) Payment to the Architect for the staff / provisional facility provided over and above stipulated in Bid document to MTDC shall be at the rate agreed while giving approval for additional staff / facility.

iv) Geotechnical Investigations during Phase-I for the project shall be paid as per applicable CSR + 15%. If rates are not available then actual cost + 15%.

v) Fees for topographical survey with details as required by MTDC at rates agreed with the approval.

12.6 i) If the work is suspended by MTDC / Contractor, then for first 1 month, the time related payment would be made to the Architect as per the above said time related payment during suspension of work. Subsequently the Architect will be paid @ 30 % of the time related monthly payment towards the selected services which he would offer during the period under suspension.

ii) The time related fee would be restored when the suspension is revoked.

12.7 Limitations of fees due to default of the Architect

If there is any extension in time limit in original schedule, to the period of completion and valid extended period of completion is required to be granted to the contractor, because of the default on the part of the Architect, then for such period the monthly payment as per the given formula shall be reduced by 25 % for the period of default.
12.8 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:

a) As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Architect, shall submit to MTDC, in duplicate, the bill for the services rendered by him. In case of additional payment as per stipulations of the Bid Document, the necessary documents in support of claim shall be furnished. Each such monthly statement shall separately indicate the reimbursable expenditures.

b) The MTDC shall cause the payment of the Architect periodically as given above. Only such portion of a monthly progress report that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payments and costs authorized to be incurred by the Architect, MTDC may add or subtract the difference from any subsequent payments.

c) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Architect and approved as satisfactory by MTDC. The services shall be deemed completed and finally accepted by MTDC and the final report and final statement shall be deemed approved by MTDC as satisfactory unless within ninety (90) days period MTDC gives written notice to the Architect specifying in detail deficiencies in the Services, in the final report or in final statement, the Architect shall there upon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which MTDC has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this agreement shall be reimbursed by the Architect to MTDC within thirty (30) days after receipt by the Consultants of notice thereof. Any
such claim by MTDC for reimbursement must be made within (12) calendar months after receipt by MTDC of a final report and a final statement approved by MTDC in accordance with the above.

d) No escalation is payable to the Architect during the Pre-tender and Post-tender services & thereafter in the extension period, if any.

13 **Cancellation of Project**

In the event of the whole or any part of the works being postponed, cancelled or abandoned halfway, then the payment to be made to the Architects for services performed in respect of the part of the work so postponed, cancelled or abandoned or such other clauses of this agreement may be applicable thereto (with such appropriate adjustment as may be necessary having regard to the services performed). Payment under this clause shall be calculated as amount of fees payable as per payment schedule up to the stage at which the actual work is carried out at the time of postponement, cancellation or abandoning.

The Corporation and the Architects each binds themselves their partners, successors, executors, administrators and assigns to the other party to this agreement and to the partners, successors, administrators and assigns such other part in respect of all covenants of this agreement. Except as above, neither the Corporation not the Architects shall assign, sublet or transfer their interest in this agreement without the written consent of the other.

14. **Settlement of Dispute**

In case any dispute and difference arises between the Architect and Engineer-In-Charge with regard to interpretation of wording of this agreement or rights, liabilities or duties arising out of it, then the matter shall be referred to the Managing Director, MTDC as sole Arbitrator by the aggrieved party. The decision of the MD, MTDC shall be final and binding on both the parties.

15. **If as per the nature of work or otherwise, corporation decides to transfer the work to other agency at any stage of (Consultancy) the work, Architect’s Services as per the terms of this agreement will be transferred to the Agency to whom the work is transferred. In this regard, the corporation will inform Architect about such transfer and the Architect shall give all the**
services to the Agency as per terms of the agreement. In this case the Architect’s payment will be made by the Agency to whom the work is transferred or as per decision of corporation in this regard.

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