



**GOVERNMENT OF MAHARASHTRA**  
**Revenue & Forest Department**

**OFFICE OF THE**  
**DIVISIONAL COMMISSIONER,**  
**AMRAVATI**

**ENGAGEMENT OF ARCHITECT/  
CONSULTANCY FIRM**

**TENDER NOTICE No. 01/2011-12**

**Office : Camp, Amravati - 444 602.**

**Website : [www.amravatidivision.gov.in](http://www.amravatidivision.gov.in)**

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Issued by

Dy.Commissioner(Planning)

**DIVISIONAL COMMISSIONER OFFICE  
AMRAVATI**

***I N D E X***

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**DY.COMMISSIONER (PLANNING)  
OFFICE OF THE COMMISSIONER,  
Amravati Division.**

## BIO- DATA OF ARCHITECT / CONSULTANCY FIRM

1	Name of Architect / Consultancy Firm	
2	Educational Qualification & Staff Bio-Data	
3	Address and Telephone Nos. ( Office & Residence )	
4	Registration of Firm	
5	Name of Partners with Company bio-data	
6	Particulars of Technical Staff with their educational qualification	
7	Brief Bio-data of key technical persons	
8	1) Income tax 2) Professional Tax clearance certificate 3) Service tax No 4) TIN No	

NB:Pl. attach separate sheets itemwise, if necessary

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9	List of Project completed satisfactorily (With supporting certificates from client Last seven years i.e. from 2003-04 to 2009-10 )	Name of project	Name of client	Total approx. cost	Stage of work
10	List of Project in hand				
11	Notable Assignments				
12	<b><u>Architect /Consultancy Firm fees to be charged for this project in lumpsum</u></b>				
13	Acceptance of terms and conditions of Agreement bond of the Commissioner if selected and engaged as Architect /Consultancy Firm under this project (Please tick correct one)	Yes / No			

**(Signature of Architect & Consultancy Firm)**

**(Stamp of Architect & Consultancy Firm)**

Note : If Architect / Consultant Firm finds that the space provided for writing is insufficient then Architect / Consultant Firm may attach additional detailed information in separated sheets. However Architect / Consultant Firm shall keep the prescribed form as supplied above do not detach above proforma / any paper of documents from tender form.

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**GOVERNMENT OF MAHARASHTRA  
OFFICE OF THE DIVISIONAL COMMISSIONER  
AMRAVATI DIVISION, AMRAVATI.**

**TENDER NOTICE No.01/2011-12**

Sealed Tenders for the following works are invited by the Divisional Commissioner, Amravati from the reputed Firms having experience in the Project Preparation and Project Management Consultancy.

The blank Tender Forms shall be available in the Office of the Divisional Commissioner, Amravati from 17.09.2011 to 16.10.2011 with the Dy. Commissioner (Planning), Second Floor during the office hours.

The Sealed Tender forms shall be submitted in the name of the Divisional Commissioner, Amravati on or before 16.10.2011 by 03.00 p.m. The Tender forms received thereafter shall not be considered under any circumstances.

Name of work	Earnest Money	Type & Cost of Tender Form	Class of Contractor
Preparing a detailed Project Report of 'Mozari Religious Development Plan' in various aspects, viz. the Conceptual Plan for development alongwith a realistic Model, conceptual drawings and block estimation	₹ 20,000/-	<u>B-1</u> ₹ 5000/-	Reputed Original Consultant Firm which shall have completed minimum one work of type Costing ₹ 50 Crores and above

**Terms and Conditions :**

- (1) The worth of the offerer will be decided by the Committee after evaluation, as per terms and conditions prescribed in this behalf.
- (2) Detailed Tender Document regarding inviting offers is available in the office of Divisional Commissioner, Amravati and available on payment of ₹ 5000/- by Demand Draft drawn on any Nationalised Bank in favour of the Divisional Commissioner, Amravati.
- (3) The Validity period of the offer will be 120 days from the date of submission of the offer.
- (4) Right to accept or reject any or all the offers without assigning any reason therefor is reserved by the Divisional Committee.
- (5) The Consultant shall make himself conversant with regards the Eligibility and Qualification Criteria as prescribed in Tender document .Also the Consultant must go through all the terms and conditions.
- (6) For more details : Contact Phone No. 0721-2666180
- (7) The tender documents are also be available on Website: [www.amravatidivision.gov.in](http://www.amravatidivision.gov.in) on 17.09.2011 to 16.10.2011.

Date : 12<sup>th</sup> September, 2011  
Place : Amravati

DIVISIONAL COMMISSIONER,  
AMRAVATI.

## CHAPTER – I

### INSTRUCTIONS TO ARCHITECTS / CONSULTANCY FIRM

#### **1 INTRODUCTION -**

Divisional Commissioner, Amravati will be hereinafter referred as the 'Commissioner' intends to appoint well qualified and experienced consultant as an Architect to assist in planning, designing and supervision of the construction of various types of buildings including all infrastructural amenities, **at the newly proposed construction at Mozari, Tq.Tiwasa, Dist.Amravati.**

#### **2 GENERAL INSTRUCTIONS-**

The brief description of assignment and its objectives are illustrated in this tender documents.

i) To obtain the first hand information on the assignment and the local conditions you are encouraged to visit to the client and the proposed project site before submitting your tender. The information about the proposed sites and their locations could be obtained from the Dy.Commissioner (Planning), Divisional Commissioner Office, Amravati.

ii) The eligibility criteria is defined and detailed in the tender notice only. You are advised to go through it carefully before submitting the tender.

iii) You are expected to examine all terms and conditions and instructions included in this document. Failure to provide all the required information or misrepresentation will be at your own risk and may result in rejection of your proposal.

iv) The proposal must be properly signed as detailed below:

- a) By the proprietor in case of proprietary firm.
- b) By the partner holding the power of attorney in case of a firm in partnership ( A certified copy of the power of attorney shall accompany the proposal )
- c) By the authorised representative in case of Joint Venture.

v) In case of a joint venture/ Association of two or more firms, the proposal shall be accompanied by a certified copy of legally binding Memorandum of Understanding (MOU), signed by all firms of the joint venture/Association. **with due registration of Authority.**

vi) In case of a joint venture, the firm, which has submitted experience certificates to meet the eligibility requirements, will act as the lead firm representing the joint venture. The duties, responsibilities and powers of such lead firm shall be specifically included in the MOU/ Agreement.

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- a) The applicant will have to produce information/documents additional information/documents, if necessary to the satisfaction of the Commissioner.
- b) The Commissioner reserves the right to reject any offer without assigning any reason therefor.
- vii) Work order will be issued to Architect/Consultancy Firm at appropriate time and as and when necessity arises and at the discretion of the Commissioner.
- (a) Conditional proposals / offers will be rejected.
- (b) Incomplete and /or unsigned proposals are liable to be rejected. Every page of the Tender form shall be signed by Architect /Consultancy Firms sign of acceptance.
- (c) Proposals received in time will be scrutinised and results will be communicated to successful bidder only.
- (d) Commissioner reserves the right to make any confidential inquiry regarding their Experience/current works / Assignment done earlier, if necessary.
- (e) Commissioner reserves the right to change/modify/or add any items & conditions, job description without any notice.
- (f) The Commissioner reserves the rights to decide the evaluation process criteria and weightage for the qualification.
- viii) Intending Architect/Consultancy Firm shall produce the certificate of turn over for last 3 years along with the details of works from which the income year generated from a Chartered Accountant. Clients' certificate along with TDS certificate is necessary to ascertain the value of the actual works carried out as an Architect/Consultancy Firms.
- ix) Intending Architect/Consultancy Firm shall produce the details of the employees along with the names, designations and educational qualifications as well as experience in the field.
- x) The intending Architect/Consultancy Firm shall produce the copy of the Income Tax PAN card and copy of duly certified Income Tax returns for last 3 years
- xi) The intending Architect/ Consultancy Firms if registered as a Company shall produce list of directors and valid certificate of registration under the Companies Act, 1956. In case of partnership firm the names of all the partners, certified copy of partnership deed and terms and conditions or details of proprietorship, or joint venture whichever applicable shall be produced.

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- xii) The details of **specialised / Expert** Consultants (R.C.C., landscape, acoustic, Air-conditioning, Electric, Geotech, sports etc.) with the Architect/Consultant shall be produced.
  - xiii) Soft copy of the all information filled in preferably in M.S.Word ' may be submitted along with the **proposal/offer**
  - xiv) The Architect /Consultancy Firm should have to make permanent establishment within the radius of 50 kms from the proposed site of the work.
  - xv) Architect/Consultancy Firms shall give necessary information about his equipments & manpower.
  - xvi) The intending Architect/Consultancy Firm shall furnish details of empanelment with any Government, Semi Government U/T or local authorities or other entity.
  - xvii) A person should not associated with more than two intending Architect/Consultancy Firm in any capacity except external consultant.
  - xviii) A person shall not be associated with more than one intending Architect/Consultancy Firm in any capacity viz Partner/director etc. He should not be company partner and giving services to other companies.
  - xix) After the opening of first envelope, successful Architect /Consultancy Firm in 1<sup>st</sup> envelope will have to give presentation of his own abilities and his views & planning regarding this project.
- Note:** After technical scrutiny of all bids all the bidders will have to give presentation of their own ability and views and planning regarding this Project and said presentation shall also be evaluated by the technical scrutiny Committee for awarding points to decide merit of the bidder opening of the financial bid.
- xx) After awarding of the tender it is binding on Architect /Consultancy Firm to submit all the documents including tender paper prepared, drawings and technical details in hard as well as soft copies in the font decided by the Commissioner.
  - xxi) Architect /Consultancy Firm shall have to submit tender in Two Envelope system.
    - 1<sup>st</sup> Envelope** shall include following :-
      - (i) Valid Registration with Indian Council of Architecture
      - (ii) Experience certificates issued by the clients.
      - (iii) IncomeTax Certificates, ServiceTax Certificates, Clearance of Service Tax,
      - (iv) List of the staff and technical persons in tabular chart with their experience in years.
      - (v) List of equipments (technical) with date of purchase,
      - (vi) List of the technical experts with their educational and other qualifications.
      - (vii) Works in hand and progress (attach work orders issued by the clients).
      - (viii) List of the completed projects (with completion certificate from the client)
- Note:** In case of Consultancy Firm the same may submit the certificate of senior employees working as an Architect/Consultant provided the employee continue till the completion of Project

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xxii) THE PREBID MEETING FOR THIS PROJECT WILL BE HELD ON 11<sup>TH</sup> OCTOBER 2011  
AT 11.00 A.M .IN OFFICE OF THE DIVISIONAL COMMISSIONER,AMRAVATI  
DIVISION AMRAVATI ,IN HALL No.2.  
THE PROSPECTIVE BIDDERS MAY LIKE TO ATTEND THE SAME IN THEIR  
OWN INTREST

**2<sup>nd</sup> Envelope shall include the Entire Original Tender Form Only.** Above two envelopes shall finally be sealed in single envelope and be submitted to this office on or before the date prescribed.

**If the various documents contained in the Envelope No. 1 do not meet the requirements of the Commissioner,** a note shall be recorded accordingly by the tender opening authority and the said tenderer's **Envelope No. 2 will not be considered for further action. Envelope No. 2 shall be opened after opening Envelope No. 1 only.** The merits and demerits of the offerer shall be evaluated by setting criteria of weightage of points for every condition. The criteria for weightages will be decided by the Commissioner in consultation with the Technical Evaluation Committee.

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## CHAPTER II

### SCOPE OF WORK AND TERMS OF REFERENCE:

#### 2.1 THE PROJECT IN BRIEF:/SCOPE OF WORK .

The services of Architects/Consultancy Firm are inclusive of all services at village Mozari, Tal.Tiwasa, Dist.Amravati. The Architect/Consultancy Firm will have to undertake detailed survey of the area, Assessment of foundation strata for design, preparation of plans, R.C.C. design, drawings and estimates of civil, sanitary, plumbing and electrification, drainage arrangement and allied works with landscaping including supervision for said buildings to the satisfaction of the Commissioner. The permissions from the local authorities, N.A permissions from Revenue and other local authorities for law full commissioning/occupation of this work will be required to be obtained by the Architect/Consultancy Firm well in advance before the start of the work. Details clauses and conditions are described in Tender documents.

The interested Architect/Consultancy Firm, with sufficiently qualified and knowledgeable staff conversant with the Town Planning Rules and Regulation may submit their offers quoting the details of the firm experience and the fees to be charged lumpsum.

#### Project in Brief- :

- (1) Bus Station
- (2) Crematorium
- (3) Police Station
- (4) Hospital Building (100 Beds)
- (5) Taluka Level Administrative Building
- (6) Development Plan for -
  - (i) 'Gurudev Nagar'
  - (ii) Mozari Village
  - (iii) Shendola Kh
  - (iv) Warkhed
  - (v) Shirala
  - (vi) Yawali (Shahid)
- (7) Rashtra Sant Tukdoji Maharaj Integrated, Spiritual and Educational Complex (Land Area Hecs approved)
- (8) Village Development Academy
- (9) Construction of Hospital at Shri Gurudev Nagar
- (10) Repairs and Renovation of historical ' Manav Samaj Mandir'

The magnitude of the Project may vary as and when required and directed by the State Government.

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## 2.2 RESPONSIBILITIES:

The details of buildings and infrastructure in the Project will vary from work to work. The Architect/Consultancy Firm will generally be entrusted with preparation of layout plans, foundation strata verification. Detailed planning and designing including, structural designing of the projects, obtaining necessary permissions, no objection certificates from various authorities preparation of estimates and tender document. The **overall** project will be supervised by the Commissioner. The Project will be estimated with scrutiny of drawing, proof checking for structural designs, checking of estimates, checking of tender and day to day supervision of the work as representative of engineer-in-charge till satisfactory completion of entire Project. The Project is to be executed through contractors registered with PWD Government of Maharashtra in appropriate Class, selected through Public Tender Notice as per the procedure laid down by the Public Works Department. The detail scope of work of Architect/Consultancy Firm is given hereinafter. The scope and payment schedule is indicative only and likely to be modified from time to time. No claim of whatsoever nature will be entertained owing to the change in the same.

## 2.3 WORK SCHEDULE:

The Architect/Consultancy Firm shall provide comprehensive planning and design services in respect of the work for construction of **various** Buildings and other development works.

- 2.3.01 Site evaluation and analysis, including site surveying and carrying out soil tests etc...
- 2.3.02 Environmental Impact Assessment including N.O.C. from Environmental Department of Government of India / Maharashtra as and when required
- 2.3.03 Architectural work and site development.
- 2.3.04 Structural engineering work (RCC design work).
- 2.3.05 Sanitary, plumbing, drainage, water supply, sewerage work, drainage arrangement at site and premises.
- 2.3.06 Electrical work, Air conditioning wherever required / fire fighting arrangements, Inter-net, E-net, cabling etc. and its laying and installation drawings.
- 2.3.07 Landscape work.- Planning of well , road, gutter,compound wall and garden and sculpture etc.
- 2.3.08 Preparation of a detailed estimate on basis of District Schedule of Rates (D.S.R.) applicable to Amrvati District. Preparation of a draft tender document with all accomplishment including all the working drawings. Obtaining all the approvals from local competent authorities.
  - (A)The designs shall be as per B.I.S. code and I.R.C. for roads and building byelaws and all other specific separate codes to be made applicable, as well as rules / specifications of Public Works Department.
  - (B)All specialized works shall be done through professional experts to be employed by the Architect/Consultancy Firm.
- 2.3.09 Inspection of work, quality control, making payment to the contractor etc. during the execution of the work
- 2.3.10 While finalising the project layout & all other activities decisions of the Divisional Committee,Commissioner of the officer(s)deputed for inspection of the work, shall be binding on Architect/Consultancy Firm.

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**CHAPTER III**  
**SCHEDULE OF SERVICES**

The **Architect/Consultancy Firm** shall after taking instructions from Commissioner render the following services:-

- 3.01 Furnish site evaluation and analysis report with basic approach to circulation, activity distribution and interaction and external linkages. Prepare contour survey of the site and submit the layout plans thereof. Carryout plain table survey or Total Station Survey and prepare layout accordingly and submit to Commissioner. The **Architect/Consultancy Firm** shall demarcate the plot of land completely and shall have such demarcations certified by the competent authorities in accordance with law.
- 3.02 Furnish preliminary report on environmental impact of the project and finalise it after discussion with the competent authorities clearly outlining the measures required for mitigating the adverse impact.
- 3.04 **Prepare the conceptual designs incorporating required changes and prepare preliminary drawings and designs and prepare study model for the acceptance of the Divisional Committee/State Level Committee alongwith the revised estimates of work as when the revision is required.**
- 3.05 Prepare drawings necessary for submission to statutory bodies for sanction, submit the application for all requisite permissions from concerned bodies and obtain N.O.C. / commencement certificate from all Government and local bodies.
- 3.06 Preparation of detailed drawings, detailed specifications and detailed schedule of quantities sufficient to prepare detailed estimates of cost. Furnish reports on soil condition & soil tests taken and recommend the safe bearing capacity of the foundation stratum. Prepare structural design of buildings and infrastructure. Architects fee includes necessary trial pits & soil tests. No Separate charges will be paid (based on P.W.D., D.S.R.) for detailed geo-technical investigation & trial bores.
- 3.07 Preparation of working drawings including large scale and full size details, (Architectural Structural) detailed specifications and schedule of quantities sufficient to invite tenders. If the rates analysis required be supported with PWD Norms
- 3.08 Prepare a Draft Tender Document and submit minimum fifteen copies of the same including fifteen copies of all the drawings to be attached to the tender document as per Public Works Department and Government of Maharashtra under procedures. Also submit the soft copy of the same for E-tendering as required by the Commissioner **within 40 days** from the date of issue of the workorder.
- 3.09 Prepare and supply complete working drawings and details sufficient to commence work at site and for the proper execution during construction.
- 3.10 Visit the site of work as and when necessary, subject to minimum one visit per fortnight to clarify any doubt in interpretation of the drawings and specifications that may be necessary and attend conferences and meetings as and when required and to ensure that the quality and quantity of work is as per stipulations. Furnish a report on observations and recommendations. The Architect/Consultancy Firm shall have to render all assistance to the Commissioner in deciding colour scheme to adopt for the building etc, as well as for landscaping and such related work. He shall be present at site(s) of work during the inspection of officers of the Commissioner.

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- 3.11 On completion of the project furnish a report stating therein guidelines and instructions for the maintenance of the property including painting, other finishes, landscaping etc.
- 3.12 To work in close co-ordination with the Contractor who may be appointed by the Commissioner.

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**CHAPTER IV  
MODE OF PAYMENT**

**(A) Payment Schedule**

<u>STAGE</u>	<u>DESCRIPTION</u>	<u>PAYABLE</u>
	<p>(1) Obtaining Property Cards of land and other, details of land from recommended. Also obtaining land details from local competent authorities, details of boundaries, etc., and submission of site report with details of amenities available and furnishing of block estimate if required.</p> <p>On carrying out plane Table Survey Total Station and Contour Survey and on preparation of Preliminary layout and building plans including master layout plan for the entire land.</p> <p>On submission to and approval by the Commissioner of detailed layout plan, buildingPlans etc., reports from professional experts if required including furnishing.</p> <p>On submission of perspective view and on furnishing evaluation of cost of project and obtaining approval from local statutory authorities including demarcation of plot boundaries from competent authority.</p> <p>On furnishing to and approval by the Commissioner detailed estimate of buildings along with all the concerned Infrastructure together with their design, and calculations based on DSR and/or market rates and basic working drawings including design.</p> <p>On furnishing to and approval by Commissioner the structural R.C.C. design of buildings and designs of infrastructure including R.C.C. design.</p> <p>During submission to and approval by the Commissioner of detailed drawings required for execution of individual items of work such as window &amp; door details, kitchen platform, centre line plan, plumbing details road cross section, longitudinal section, S.W. drains, sewerage details, water supply details etc.</p> <p>Preparation and submission of draft tender papers set and complete set of drawings and details sufficient for the commencement of work and finalisation of tender, approval by the Commissioner.</p>	<p>20% of Total Fees Payable after successful Completion of Stage (1)</p>

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<u>STAGE</u>	<u>DESCRIPTION</u>	<u>PAYABLE</u>
(2)	After appointment of the Contractor ; During the course of construction of work at site and Obtaining requisite certificates from local authorities to be paid in instalments if required . Submission of additional details for which shall be consistent execution as and when required. with the value of work as certified by officer/ Engineer in charge from time to time.	40 % of the total fee payable
(3)	On completion of work and obtaining the Occupation Certificate and other approvals from statutory bodies.	15% of the total fee payable
(4)	Preparation of as built/ final drawing/record drawing	15% of the total fee payable
(5)	On compliance of any further specific requirements of the Commissioner as may be required during defect liability This last payment will be <b>made on completion of the defect liability period of the entire project.</b>	10% of the total fee.

**(B) Payment conditions & Security Deposit**

- (i) The total fees will be paid on the calculation memo by considering actual estimated cost and actual cost of the work executed by the contractor for the independent works.
- (ii) Security Deposit of two percent will be deducted from every interim payment of Architects bill for security and the said amount will be released after satisfactory completion of the project and compliance of stage no. 1 to 5 maintained above of the payment schedule
- (iii) The Commissioner has full rights to recover any dues from the Architects/Consultant from the security deposit..

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**CHAPER V**  
**PRE-TENDER & POST TENDER ACTIVITIES**

Architect /Consultancy Firm will perform the following services under this Agreement in each of the two phases described below :

- (a) Pre -Tender activities
- (b) Post -Tender activities

**(A) - PRE-TENDER ACTIVITIES**

- 5.1 **Scheduling:** The Architect /Consultancy Firm shall develop a Project Schedule that co-ordinates and integrates Contractor and the Commissioner's activities with construction schedules. The Architect /Consultancy Firm shall also check the analysis and designs of the structures as a Proof Consultant by appointing Structural Consultant having minimum 10 years experience in RCC designing . Structural Consultant shall be registered. The structural consultant shall be appointed in consultation with the Commissioner. The Architect /Consultancy Firm and his / it's Structural Consultant should certify the structural drawings with their seal & signature.
- 5.2 Architect /Consultancy Firm and the Structural Consultant shall certify the laying of enforcements independently for foundation, coloum and every slab before execution of work .

## **(B) - POST-TENDER ACTIVITIES**

- 5.3.1 Resident Architect / Engineer of the Architect /Consultancy Firm will be required on site during the construction phase to provide the field supervision and sufficient technical assistance (staff) to keep a check on quality control of the work at site. For this purpose, the Architect / Consultancy Firm shall have to post their Engineer-in-charge at the site of work and technical staff for supervision and exercising adequate and constant day-to-day technical supervision. It shall include giving layout, its checking, checking requirements of materials and checking upon progress and workmanship, submission of weekly or fortnightly progress report as per the directions of the Commissioner submitting recommendations of extra items (such extra items shall not be executed unless they are sanctioned by Commissioner) including maintaining necessary site records, containing data in support of the same, carrying out field tests of materials, structures etc., and maintaining the adequate records thereof and certifying the bills for payment to the Contractors, including recommendation of extension applications, extra item variation statements, quality control checks for running account and final bills etc. When extension of time limit is or is not recommended by the Architect & Consultant detailed justification thereof shall be given by the Consultant including suggesting future course of action and future target dates for the balance work items.
- 5.3.2 The Commissioner shall be competent to appoint subcommittee for rendering technical advice to him and also to nominate an Engineer to assist in office work. The scope under this phase of the assignment shall include, *inter alia*, the following:
- (i) Complete day-to-day supervision of the contracted work including land development work, if any, ensuring quality control in accordance with tendered stipulations, specifications, drawings and site conditions. The quality control will be exercised by the Architect / Consultancy Firm at all stages of construction, viz. prior approval of materials, usage thereof in proper proportions and workmanship at all stages of execution of individual items of work, including a scrutiny and approval or disapproval of proposed methods of execution of the work.
  - (ii) Ensure establishment of well equipped laboratory by the Contractors to conduct laboratory tests on materials for construction such as cement, steel, bricks, etc. Essential gauges, instruments, etc., should be got calibrated periodically. The Architect shall maintain necessary site test records and obtain data in support of the same. They shall carry out field and laboratory tests on materials of construction as well as partially or completely erected structures etc. if required and maintain adequate records thereof.
  - (iii) Suggest modifications required in the Project, if any, due to site conditions and advise about the same regarding cost variations, e.g. on account of extra items and any other causes for excesses / savings. Such modifications and extra items should be got sanctioned from the Commissioner.

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- (iv) Levels of the excavation/levelling should be recorded in the field book by Architect/ Consultant. Field Books shall be procured by the Architect/ Consultancy Firm and be certified jointly by the resident Architect/Engineer of the Architect/ Consultancy Firm and the Engineer nominated by the commissioner for the said purpose .
- (v) The Architect/Consultancy Firm shall comply with remarks/observations, if any, raised by the Commissioner.
- (vi) The payment to Contractor shall be made by the Commissioner on the basis of The certificates issued by the Architect / Consultancy Firm . Architect / Consultancy Firm have to issue certificate of payment of running account bills to contractor within seven days from the receipts of bill from the contractor.Provided that the R.A bill in conformity with standards & norm and specifications laid down in this behalf.
- (vii) Monitor progress by using modern methods of control such as computerised PERT/CPM charts, submission of progress reports of work executed monthly. Both financial and physical progress reports with reference to predetermined targets will be prepared. Constant review of progress within present time and cost parameters, will have to be taken by the Architect & Consultant . Architect will have to suggest improvements in methods of work execution to speed up the work/improve quality of both from time to time.
- (viii) Co-ordinate with other contracting agencies and the agencies like Maharashtra Jeevan Pradhikaran, MSEDL, Electrical Wing of P.W.D. etc., which are expected to be working in the same area and/ or on the same project.
- (ix) Obtaining information from the Contractors and scrutinising and certifying “As-built” drawings of the work as executed. Two sets of drawing on reproducible paper will be made available to the Commissioner.
- (x) Obtaining, scrutinising and submitting corrected “Maintenance Manual” for the buildings and all the services of the building project within and /or outside the buildings area..
- (xi) Refer generally to such Legal Consultants, all technical advisory services as may in any way related to or arise out of the construction of the said building as have been entrusted to the Architect / Consultancy Firm by the Commissioner.

**CHAPTER VI**  
**GENERAL CONDITIONS OF THE ARCHITECTURAL & CONSULTANCY CONTRACT**

- 6.1.1 When any penalty, damage or sum is withheld from payment to the contractor on account of defective work then in such a case the Architect's/Consultancy Firm fee in respect of the total value of defective work shall not be paid. In case where defects arise in spite of adequate care taken by the Architect and for reasons beyond his control, no deduction from his fees will be made provided if the Architect / Consultancy Firm had informed the Commissioner about it in proper time. When the aforesaid defects in respect of which corrective action has been subsequently taken by the Contractor to the satisfaction of the Commissioner, such fees withheld from payment to the Architect & Consultancy Firm will be released.
- 6.1.2 The Public Works Manual & Rules regarding tender ; agreement & contract may be applicable wherever necessary while deciding the unforeseen items /actions which may crop up during execution Rules .
- 6.2 All charges levied by any Government/Semi Government/Recognised Agency/Local Planning Authorities, etc. for submission of plans, getting service connections etc. which pertain to the owners obligations as per law/rules shall be paid by the Commissioner.
- 6.3 Immediately on appointment by the Commissioner, the Architect & Consultancy Firm shall draw up a time schedule (indicating the time period of each stage) for completion of project included in the agreement within the stipulated contract period and will obtain the approval to the same from the Commissioner. This time schedule shall be strictly adhered to by the Architect /Consultancy Firm failing which, he is liable to pay damages as suitably determined by the Commissioner. Or for termination of the agreement .
- 6.4 The Architect /Consultancy Firm also to undertake the direct technical supervision, of construction project from time to time and for the purpose of such supervision, the Architect / Consultancy Firm agrees that he will set up a site office under the charge of a competent Civil/**Electrical** Engineer / Resident Architect/ Engineer who will be in constant charge of the direction and control of Commissioner **or his representatives**. The numbers and levels of such supervisory staff may have to be increased if the quantum of the contract works increases after such above referred mutual agreement between the Commissioner and the Architect /Consultancy Firm.
- The Commissioner shall, however, have the right to direct the Architect/ consultancy Firm, without assigning any reasons, to remove any staff which is considered by the Commissioner as undesirable.
- 6.3 The Architect / Consultancy Firm agrees that he will be fully responsible in his capacity as Architect / consultancy Firm under these presents for the soundness, quality and correctness of all the work executed from construction point of view without assuming responsibility of soundness of structural designs which shall rest with him and of the conformity of the work and the installations as are entrusted to the Architect / Consultancy Firm .

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The Architect / Consultancy Firm shall protect the Commissioner against any damage or loss arising from want of such care and negligence or arising from neglect of professional duty. The Architect shall secure the performance of his liability in this behalf by obtaining a Bond. If any work (Architectural) not done as per the time schedule and within the time permitted by the consultant, the Architect / Consultancy Firm will be liable for payment of amount spent by the Commissioner for completion of such a (Architectural) work at penalty rate decided by the Commissioner. Or Commissioner shall have full right to terminate his Agreement

Further if found certain damage or loss occurred due to the defective execution of the work, negligence in supervision and/or overpayment to the Contractor due to wrong certification of bills, errors in recording measurements and errors in recommending secured advances, etc., Commissioner will be entitled to recover the amount from the Architecture/ Consultancy Firm. Recoupment of penalty may be levied from amount of security withheld.

- 6.6 The Architect /Consultancy Firm shall not have any objection to the Commissioner maintaining any Civil Engineering staff at its own cost at the site of work to carry out duties allotted to them by the Commissioner in respect of all civil works at the site or other areas outside the scope of Architect work.
- 6.7 All contracts and agreements for the construction of civil / **Electrical** engineering work administration/management which is entrusted to the Architect/ Consultancy Firm, shall be made and entered into with the Commissioner alone and shall be subject to the terms and conditions imposed by the Commissioner. Since the administration of contracts for construction is entrusted to the Architect/ Consultancy Firm , the later shall have the power of regulating and ensuring the progress of the construction or civil engineering works with due regard to the structural stability and soundness of construction of the said works at every stage for the progress of the work, or the prompt and regular supply of materials by the Contractor within the scope of his agreement with the Commissioner, as the case may be, stipulating the payment of adequate damages to the Commissioner by the Contractor, for the non-fulfilment of his contract in the above respect.
- 6.8 The Architect /Consultancy Firm shall in accordance with and as required by the terms of any agreement or agreements entered or to be entered into between the Commissioner on the one part, and Contractor or Contractors on the other part, scrutinise and shall also certify that the work measured and recommended for payment of running bills of the contractor are fully consistent with the type, quality and specification prescribed in the agreement entered into with the Contractor(s). In the matter of approving such bills, the Architect / Consultancy Firm shall conform to the instructions issued by the Commissioner Before certifying any bill, the Architect will obtain the endorsement of the Architect / Consultancy Firm /Engineer approved to the effect that the work being certified is in accordance with the design & drawings.

- 6.9 The Architect /Consultancy Firm shall carry out the supervision of the work and also for checking of measurements of reinforcement to be done jointly by his staff in the presence of the contractor or his authorised representative & or **the Commissioner Authorised Engineer ,by the commissioner** .The Architect / Consultancy Firm shall also affix his signature as a token of his check.
- 6.10 The Architect /Consultancy Firm shall perform his duties as Consultants and will do everything in his power and authority to ensure that the Contractor complete the construction of the works as may be entrusted to him in accordance to the specifications and the schedule of time given to him and that no unnecessary delay is caused.
- 6.11 The Architect / Consultancy Firm shall not, without the written sanction of the Commissioner make any deviation in the plans or estimates or order any variation, omission or extras. In consequence thereof, he will not fix any new rate or rates of new items of works without written directives of the **Commissioner**.
- 6.12 The Architect /Consultancy Firm shall promptly notify the Commissioner of any changes in the constitution of their firm. It shall be open to the Commissioner to terminate the agreement on the death, retirement, insanity or insolvency of any person being partner in the said firm, or on the addition or introduction of new partner without the previous approval in writing of the Commissioner. But in the absence of and until its termination by the Commissioner as aforesaid, this agreement shall continue to be in full force, and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its partners or the addition or introduction of any new partners. In case of death or retirement, the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of all the terms and conditions of the agreement.
- 6.13 The copyright in all drawings and in the work executed under the supervision of the Architect shall remain the property of the Commissioner. The Architect shall supply to the Commissioner fifteen copies of tender documents consisting of all plans, bills of quantities, specifications and working drawings & same in soft copy also.
- 6.14 The Commissioner shall include in all contracts which may be entered into with the Contractor or Contractors such clauses as would provide for the payment to the Commissioner by the Contractor of adequate damages for losses or delay on Contractor's part in carrying out the terms of the said contract and the Architect shall take all necessary precautions and perform all his duties before and during the progress of the work to bring about the completion of the Project in all respects as may be entrusted to him including determining claims of the Contractor due to fault or delay caused by the Architect /Consultancy Firm or his/it's staff on which question the decision of the Commissioner will be final and binding.

- 6.15 If the work of construction of the **building** or any one or more of works therein be substantially interrupted by force majeure or by reasons of any orders in writing issued by the Commissioner stopping or suspending the work of construction on grounds other than bad/unsound work or installation and/or defective supervision or lack of it or by reason of any undue or unreasonable delay on the part of the Commissioner in the matter of approving of the work done or in the matter of giving such sanction or instruction as may be necessary for the future progress of the work, the Architect shall not be liable in any way for the consequent delay in the completion of such work.
- 6.16 For day-to-day execution and supervision of the field work, the Architect shall employ such strength of qualified Engineers and other staff as would ensure close supervision and effective control over the field work subject to minimum scale specified **work**.
- 6.17 The Architect /Consultancy Firm shall provide and maintain, at his cost, own vehicles required for use in connection with their assignment.
- 6.18 For Survey instruments such as Theodolites, levelling instruments, prismatic compass, chain, measuring tapes, plain tapes and ranging rods, such other survey equipment including tents for shelter, the Architect / Consultancy Firm shall make their own arrangements. However, if any survey instruments are available with the Commissioner the same shall be made available free of cost to him. But the Architect shall be responsible for any loss or damage to the instruments and shall have to make good the losses, if any.
- 6.19 The Architect /Consultancy Firm who would be engaged on behalf of the Commissioner will not during the period of their assignment and thereafter, till the satisfactory completion of the construction of the work act as Architect / Consultancy Firm for intending contractors or give any advice regarding the construction of this work, in particular, to intending contractors who would tender and undertake the construction of this work.
- 6.20 It is hereby agreed and declared that the contract herein is intended to be job oriented and not time oriented and the Architect shall not be entitled to claim any compensation in the event of the time estimated for the completion of the job being extended or enlarged for any reason whatsoever.
- 6.21 Where the Architect /Consultancy Firm 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 Commissioner .

## CHAPTER VII

### THE OBLIGATIONS OF THE GOVERNMENT OF MAHARASHTRA

- 7.1 The Commissioner will designate a representative or a group of officers who shall be fully acquainted with the Project and has have authority to communicate approvals of Project Construction Budgets, changes in the Project, render decisions promptly consistent with Project Schedule and furnish information expeditiously.
- 7.2 The Commissioner will provide full information regarding its requirements for the Project.
- 7.3 (i) The Architect /Consultancy Firm shall be paid a total fees quoted on Page No. 5 Sr. No. 12 of this Document.
- (ii) The fees as worked out above shall be paid in stages described at Page No. 15 & 16 of the Document.
- (iii)No fees shall be due and payable against the price variation paid to or recovered from the Contractor.
- 7.4 The Architect /Consultancy Firm shall be paid as described at Page Nos.15&16 in Five stages consistent with the work done .Payments made to the Architect are on account and shall be adjusted against the final amount payable.
- 7.5 No additional payment to Architect /Consultancy Firm shall be given in dealing with arbitration, with the Contractor.
- 7.6 Architect /Consultancy Firm will have to make his own arrangement of his office and residence of their staff at site of work.

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## CHAPTER VIII

### CHANGES IN THE PROJECT

- 8.1 The Commissioner without invalidating this Agreement, may order changes in the Project within the general scope of this agreement consisting of additions, deletions or other revisions. All such changes in the Project shall be authorised by a Change Order.
- 8.2 A Change Order is a written order to the Architect /Consultancy Firm for approved change by the Commissioner and signed by the him or his representative, issued after the execution of this agreement, authorising a change in the scope of the project and services to be provided.

Architect/ Consultancy Firm

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## CHAPTER IX

### OTHER RELATED INSTRUCTIONS No U/C/ CONDITIONS

- 1) The Architect /Consultancy Firm has to agree to perform all professional services required scheduled and appended hereunder for all the works assigned to him by the client as herein after set forth. The Architectural Services required for said works will be provided by the Architect/Consultancy Firms as per convenience time to time upto completion of the work. The successful architect will have to execute the agreement bond with Commissioner **within seven days.**
  
- 2) The Commissioner will pay to the Architect / Consultancy Firm as fees for the professional services or work executed in accordance with the following terms and conditions.
  - a) The fees for all the basic services taken together covering all the phases of construction shall be based on the total executed cost of the basic works including the cost of repetitive works and service tax conveyance allowances lodging, boarding or any other charges / Taxes will be inclusive in the consultancy fees.
  - b) No deduction will be made from the fees of the Architect/Consultancy Firm for the repetitive works.
  - c) While quoting the offer, Architect /Consultancy Firm shall consider all unforeseen and all item prescribed in the Agreement. No any other claim will be entertained there after.
  - d) If during the construction phase any items of works are omitted to estimated cost of work and the stage of which the architects are informed about such omission will be taken in to account for calculation of architect's fees.
  - e) The Architect /Consultancy Firm will have to prepare master plan and model of the entire project of building for **CONSTRUCTION OF VARIOUS BUILDINGS AND ALLIED WORKS FOR MOZARI VIKAS ARAKHADA.**

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- f) The Architect /Consultancy Firm shall design the building in such a way that the building shall be free from maintenance.
  - g) The Architect /Consultancy Firm shall solely be responsible for quality of the work.
3. On receipt of the instructions in writing from the client requiring the Architect to proceed with the work the Architect /Consultancy Firm shall submit a time schedule indicating the time that will be taken by him for each phase of the work indicated in para '4' herein below.

**4/1 SCHEMATIC DESIGN PHASE :** The Architect shall render the following services before he undertakes to proceed with the work.

- (A) (i) The Architect /Consultancy Firm shall examine and ascertain the water requirement to help the client to find out the water sources.
- (ii) The Architect /Consultancy Firm shall examine and comply with the relevant legislation, code and standards as prescribed by the competent authorities.
- (iii) The Architect /Consultancy Firm shall prepare a layout with reference to the requirement  
for the implementation of the above referred works as per site plan of the respective area/location and make changes time to time as required by competent authority.
- (iv) The Architect /Consultancy Firm shall examine the possibility of the electric supply  
and ascertain its requirements.
- (v) The Architect /Consultancy Firm shall examine the suitability of the site for the disposal  
of surface water and drainage.
- (vi) The Architect /Consultancy Firm shall prepare the alternate proposals  
if required.
- (vii) The Architect /Consultancy Firm therefore shall obtain the requirement in detail for a particular job from the client and advise on the alternative design

The Architect /Consultancy Firm shall prepare the alternate schematic design studies with his recommended solution together with a general description of the work. Such schematic studies and a report containing general description of the work shall be placed for consideration of the client and its approval.

- (B) The Architect /Consultancy Firm shall obtain necessary approval/permissions from the statutory bodies and other interested parties for implementation of above named works at Mozari, Tal. Tiwasa Dist. Amravati. campus such as **N.A permissions, completion certificate, M.S.E.B connections N.O.C from the Grampanchayat or Nagarpanchayat / Revenue department/National Highways/ P.W.D. authorities etc.**
- (C) Architect /Consultancy Firm shall submit all the detailed drawings including with detailed estimates and RCC details well in advance as demanded by the client.
- (D) Upon clients approval, the Architect /Consultancy Firm 's services in connection with the schematic design phase will be deemed as complete.

#### **4/2 DESIGN DEVELOPMENT PHASE:**

- (a) The Architect /Consultancy Firm shall prepare from the approved schematic design studies, the including perspective and other drawings and outline specification to fix and illustrate the size and character of the entire project in its essentials as to kind of materials, type of structure, mechanical and electrical systems and such other works as may be required taking into account this seismic conditions at the site under proposal. In order to illustrate and fix the size and character of the entire project the Architect /Consultancy Firm are required to advise all the details for the kind of materials type of structure, mechanical and electrical works and such works as required by the client.
- (b) The Architect /Consultancy Firm shall define the design development document to the client's satisfaction and approval before proceeding with next phase..
- (c) The Architect /Consultancy Firm shall in consultation with the client undertake the necessary surveys and other data to complete the working drawings for the work and submit it to the client's approval.
- (d) The Architect /Consultancy Firm shall submit the preliminary structural design and other layouts for drainage, plumbing work , electrical works.
- (e) The Architect /Consultancy Firm shall obtain the client's written approval for special material and the procedure to be adopted for tender action with the specifications described in detail.

The Architect /Consultancy Firm shall design the building including the roof of the building taking in to account the heavy rain fall , seismic zone conditions, High Flood level of that area.

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Upon finally preparing the detailed working drawings sufficient in numbers for starting the next phase, schedules, specifications and form of contract the Architects services in connection with the design development phase shall be deemed as complete upon the clients approval.

**4/3 SUBMISSION OF PROPOSAL OF LOCAL BODIES/ REVENUE DEPARTMENT**

- (a) The Architect /Consultancy Firm shall prepare from the approved design, development documents, working drawing in connection with such local bodies if it requires such procedure during execution.
- (b) The Architect /Consultancy Firm shall prepare whatever drawings are necessary in the schematic and design development phases in triplicate for the client's review and approved six sets plan for construction document drawings shall be furnished to the client without charges.

**4/4 CONSTRUCTION PHASE :**

- (a) The Architect/Consultancy Firm shall visit the site periodically but as many times as required in order to maintain smooth progress and quality of the work and certify stage in connection with further commencement as required. The Architect/Consultancy Firm will give instruction to the contractor in consultation with the Commissioner.
- (b) Architect/Consultancy Firm shall also point out the difficulties in the execution and other matters required for the final completion of the work in connection with the requirements of such local bodies. After satisfactory completion the work the Architect with the written approval of the client regarding the completion of the work will give in writing certificate for releasing final payment, intermediate running account bills to the contractor time to time
- (c) The Architect /Consultancy Firm shall endeavour to advise the client against the defects and deficiencies in the work of the Contractor during the progress of the work and also during defect liability period.

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- (d) The Architect/Consultancy Firm shall visit the site for periodical checks as and when required during the construction work and submit to the client their reports in writing in respect of the execution of the work .
- (e) The Architect /Consultancy Firm will be responsible for entire structural stability of the building.
- (f) The all working drawings such as RCC drawing and architectural drawings are to be issued by the Architect/Consultancy Firm well before execution of work.

### **5. THE ARCHITECTS EXPENSES:**

- a) The cost involved in preparing designs, making evaluation of safe bearing capacity of soil, making drawings and the conceptual model and other direct and indirect expenses of their employees, shall be borne by the Architect/Consultancy Firm.
- b) The Commissioner may seek advice of any other suitable Architect/Engineer/Designer/Architectural Firm and or Engineering College as regards the suitability of the conceptual plan; R.C.C. designs, drawings etc. prepared by the architect/consultancy firm.

In such eventuality the expenditure incurred shall be borne by the Architect /Consultancy Firm

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6. **TERMINATION OF AGREEMENT:**

In case Commissioner find that the Architect/Consultancy Firm dose not follow the orders and guide lines issued by him then he shall be competent to terminate the tender at any stage or penalise him.

In such eventuality, the agreement shall cease to be in force thereafter.

7. **COPY RIGHT:**

In accordance with terms and conditions the provision of the copy Right Act, the Copy Right in all drawings and in the work executed from them will remain the property of the Commissioner. The drawings and specifications, however, shall be issued by the client for completion of the work and Architect/Consultancy Firm shall have no claim whatsoever against the client.

8. **CLIENTS APPROVAL:**

Whenever the client's approval is required under this agreement, the divisional committee shall be deemed to be competent for according approval.

9. **NEGOTIATION/DISPUTES:**

All differences and disputes arising between the Commissioner (the Client) and the Architect/Consultancy Firm on any matter connected with the Agreement on or regards to the interpretation of the content thereof shall be referred to the Committee headed by the Hon. District in-charge Minister (Palak Mantri) and If such Committee is convinced that prima facia there is substance in the Architect/Consultancy Firm claims and merit after having detail examination may take an appropriate decision thereon as it deems fit. by giving the Architect opportunity of being heard and shall record reasons therefore in writing. If such Committee feels it necessary shall call for the considered opinion of the Expert from the field of Architect /Consultancy Firm or engineers and may take in to consideration while arriving at its decision as it deems fit.

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SPECIMEN: AGREEMENT BOND  
**Agreement Profarma to be executed with the Client**

This **AGREEMENT** executed at Amravati Dist : Amravati (Pin - ) this day of ..... in the year **two thousand eleven**.

**BETWEEN**

The Divisional Commissioner, Amravati Division, Amravati on behalf of Government of Maharashtra ; hereinafter referred to as ' the Client'(which expression shall unless repugnant to the context thereof mean and includes its successors in law ) of the first part.

*Cont.....*

**AND**

..... Architects/ Consultancy Firm having its office at  
.....herein after referred to as the Consultant (Which  
expression shall unless repugnant to the context therefore means and includes its successor or  
successors and assigns) of the **OTHER PART**

**WHEREAS** the client proposed to evolve the conceptual plan titled as Mozari Vikas Arakhada allied as has been envisaged in the Government Resolution in Planning Department vide No. Tirthakshtra....123.....dated .03.03.2011, and preparation of master plan and model of entire project for which services of an architectural structure, Survey of building and execution summery etc were required.

**AND WHEREAS** the architects agreed to render necessary services to the client in the said matter.

**AND WHEREAS** both the parties have mutually agreed to enter in to an agreement on the terms and conditions. as mentioned herebefore.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this agreement the day and year first above written.

**DY.COMMISSIONER(Planning)**

**SIGNED, SEALED AND DELIVERED**  
by with- in named

**SIGNED SEALED AND DELIVERED**  
by with in named

**(Architect's Signature)**

Signed in the presence of: -  
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# Declaration

I/We M/s \_\_\_\_\_ hereby state that the information submitted by me/us is true to the best of our/my knowledge.

I/We M/s. \_\_\_\_\_ solemnly declare that I/We have gone carefully through the terms and conditions and accept it.

I/We M/s. \_\_\_\_\_ undertake to forward the details of changes, if any, in structure of the entity viz. change in director, partners etc. forthwith.

**Signature of Authorised  
singnitory of Architects/  
Consultancy Firm**

## **SITE LOCATION**

This site is located at village Mozari , Tal .Tiwasa,Dist .Amravati. The Mozari village is at a distance of 33 km from Amravati city towards Nagpur side. The Mozari village is situated on Mumbai-Nagpur highway (N.H.No.6).

The nearest railway station is Amravati and nearest Airport is at Nagpur.

# WORK FEATURES

## MOZARI DETAILS

### Project in Brief- :

- (7) Bus Station
- (8) Crematorium
- (9) Police Station
- (10) Hospital Building (100 Beds)
- (11) Taluka Level Administrative Building
- (12) Development Plan for -
  - (i) 'Gurudev Nagar'
  - (ii) Mozari Village
  - (iii) Shendola Kh
  - (iv) Warkhed
  - (v) Shirala
  - (vi) Yawali (Shahid)
- (7) Rashtra Sant Tukdoji Maharaj Integrated, Spiritual and Educational Complex (Land Area Hecs approved)
- (8) Village Development Academy
- (9) Construction of Hospital at Shri Gurudev Nagar
- (10) Repairs and Renovation of historical ' Manav Samaj Mandir'

The magnitude of the Project may vary as and when required and directed by the State Government.