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Appendix-5**GUIDELINES FOR EXECUTION WORKS****INDIAN COUNCIL OF AGRICULTURAL RESEARCH
KRISHI ANUSANDHAN BHAVAN, PUSA, NEW DELHI-110012**

No. F. 3(25)/2002-ECs

Dated the 20th November 2002

To,

The Director of all ICAR Institutes/NRCs/PDS**Sub: - Amended and updated guidelines for execution work Under the Council.**

Sir,

The guidelines for the works were circulated vide this office letter of even number dated 8th Jan. 2001 after approval in the 184th G.B. of ICAR held on 11.9.2000 at New Delhi. After circulation of the guidelines the various Institutes reported a few operational problems during the course of interactions with them. Such problems were examined and found to be bonafied and justified and practical in nature therefore requiring redressal.

A few most prominent problems were: -

1. There are many places where PSUs are not present or refuse to do the work of small amount as the cost of mobilization of resources by them makes it uneconomical and therefore resorting to CPWD at such places is the only option. Therefore, it has been considered desirable that there should be provision to get the works done either through CPWD directly or through PSU after following the procedure specified in the guidelines.
2. The CPWD vide O.M. No. DGW/MAN/75 dated 27.9.2001 has already decided that no departmental charges are to be levied there for Govt. works and those of autonomous bodies fully funded by Central Govt. Since ICAR is covered under it the guidelines have to duly take this aspect into cognizance.
3. It should be for the Works Committee to decide as to, whether the services of Architect are required or not in case of repair/minor works case by case.
4. Works committee should also periodically monitor the work and shall be responsible for completion of whole project from preliminary stage.

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Changes required to be made in the circulated guidelines to address were placed before the Governing Body of ICAR in its 190th meeting held on 15th July 2002 and were approved by the Governing Body of ICAR.

A copy of the revised guidelines is enclosed herewith for necessary action.

The receipt of this letter may kindly be acknowledged.

Yours faithfully,

Sd/-

(V.P. Kothiyal)
Director (Works)

Copy forwarded for information to:-

1. All DDG's, ICAR
2. ADG (PIM), ICAR
3. Director (Finance, ICAR)
4. DS (Admn.), ICAR

**REVESED GUIDELINES FOR AWARD OF WORKS UNDER ICAR-HEAD QUAUTER
AND RESEARCH INSTITUTES/NRC'S/PD'S etc**

1. Works may be got done through CPWD or through Govt Undertakings/Corporations/Construction agencies on the basis of comparative rates and other relevant Considerations and modalities.

For this purpose the Institute will adopt the following procedure.

- 1.1 The Director of Institute will constitute five members works committee in which a Qualified engineer shall be present if available in the Institute. The committee will decide the mode of execution of works i.e. directly through CPWD or through other Public Sector agencies.
- 1.2 In case the committee decides to get the works executed through the public sector Undertaking/ Corporation, institute shall invite the competitive bids among the empanelled List of Architects & local Architects/ Consultancy Division of Public Sector undertaking etc. along with financial bid. Works Committee may decide whether services of Architect are required or not.
- 1.3 The institute shall provide the consultant with all requirement and list of Services/Duties as detailed ahead under scope of works and schedule of services.
- 1.4 The works committee will select the best design presented by Architects.
- 1.5 The works may be awarded to the Architect having the best design regardless of his fee quoted may not be the lowest but fee should not be more than the fee prescribed by the Council of Architecture.
- 1.6 The Architect will prepare detailed drawings, specifications, tender documents, bill of Quantities, verification of bills etc. the details estimates/P.E. to be based on CPWD/PWD P.A.R./ schedule and rates from preliminary stage to the completion of project in all respects. Works committee shall be responsible for whole project from preliminary Stage to completion of project in all aspects. The P.E. prepared by Architect shall be sent to the council for vetting.
- 1.7 After vetting from council, the architect shall prepare detailed estimate based on CPWD Schedule of rates and submit it to the institute, the institute will call for competitive bids from govt/public sector undertaking/ construction agencies.
- 1.8 Based on the bid received, the works committee will select the agency for award of work.

- 1.9 It will be the responsibility of the Architect to get the completion certificates from the Competent authority as well as get all approval from local bodies for starting works and upto completion.
- 1.10 After receipt of technical vetting from Director (W) the works will be awarded clearly indicating all terms and conditions.

TERMS AND CONDITIONS FOR EXECUTING AGENCIES.

- 1.10.1 Time of completion of works to be adhered to as per construction schedule. Extension of Time may be granted to agency beyond the agreed time of completion of the work taking into account the delay due to unavoidable circumstances. Proposal for extension should be received at least two months before the expiry period for approval of IMC. (The duration of completion offered by the construction agency of the project will be taken into Account for preference).
- 1.10.2 Penalty clause to be imposed @ 0.25% per month maximum to 2-5% of the total cost of The total cost of the work if work not completed within scheduled time or mutually extended period.
- 1.10.3 Materials to be purchased and test for various items of works to be carried out as per CPWD/State PWD specifications/ISI/BIS Standards/approved by Director (W).
- 1.10.4 Records relevant to measurements, financial progress, test contract, purchase of Materials etc. to be made available for inspection by executing agency.
- 1.10.5 Security deposit by executing agency to be made upto 10% of total estimated cost or Rs.30 lakh whichever is less through Bank Guarantee for the period of contract toward proper performance of contract which shall be released after one year of successful completion of works and which will be treated as guarantee for successful performance of completed works.
- 1.10.6 Payable cost of work will be on the basis of submission of detailed monthly accounts for the works done duly signed by the Project Manager and Unit Accounts Head and certified by works committee.
- Mobilization fund to the extent of 10% of project cost is to be paid to agency against Indemnity Bond and will be adjusted @ 20% of amount released in monthly expenditure statement to be rendered by the agency.
- 1.10.7 Arbitration for all disputes between agency and the instt. in connection with the works shall be referred to the sole Arbitrator to be appointed by Secretary ICAR. The decision of the sole Arbitrator so appointed shall be final and binding on both the parties.

- 1.10.8 Based on the bids received, the works committee will select the agency for award of works.
- 1.10.9 The agency to whom works has been awarded will be the principal employer for the labour force.
- 1.10.10 The Council will have no liability in this regard.
2. The maintenance of buildings/complexes may also be carried out through an agency either reputed private agency or state/central undertaking/corporation/ construction agency by calling competitive bids.
3. The existing powers of the Directors of the Institute for currying out repairs or any petty works either departmentally, or through an outside agency remains same to Rs.5,00,000/- in each case. The petty original works shall also be treated as assets.
4. For the purpose of execution of repairs/petty works as in para 3 above the Director of Instt. will get the cost of detailed technical estimates prepared by the competent engineer/if available in the institutes. In other cases the estimates may be got prepared by any agency including Centra/State PWD etc. at the discretion of the Director concerned.
5. The execution of the works referred to in para 4 may be carried out departmentally or through any agency (i.e. upto Rs. 5.00 lakhs). The Directors will follow all the formalities as laid down in connection with contract involved in the execution of works. When considered necessary the Directors could seek the advice of the Director (W) at the Headquarters on any matter in this regard.
6. The present powers of the Directors for carrying out major works is enhanced from Rs. 20 lakhs to Rs. 25 lakhs. Under, the existing delegation of powers, the Directors are competent to issue expenditure sanction for works upto Rs. 50.00 lakhs with the approval of IMC. This is now enhanced to Rs. 75.00 lakhs in each case. These Powers will however be subject to (i) the availability of fund for the work in the budget and (ii) approval of the plans and estimate by the competent authority. The provision in the budget shall have to be made specifically for the works in question and the Director of the Institute will give details of all items of works at the budget stage so that this can be subjected to budget scrutiny of the Council's headquarters before finalizing the budget. Where no budget provision has been made, such items will be taken up by re-appropriation with the prior approval of the Council.
7. In respect of works costing Rs. 75 lakhs and above the Administrative Approval and Expenditure Sanctions will have to be obtained from DG/ICAR.
8. For specialized works like green house, mushroom house, etc. preference shall be given to the agencies having past experience. It can also be got executed through Pvt Agencies on competitive rate basis by floating open tenders.

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9. Instead of establishing two offices of Director (W) the existing engineering cell may be strengthened for monitoring the works.

**STANDARD SCALE OF REMUNERATION FOR COMPANIES FOR
ARCHITECTURAL SERVICES**

1. Urban Design----Pre-design study, building forms, volumes and architectural, landscape, street lighting, furniture and signage controls but excluding design of services.
2. Site Development housing all types but excluding high rise flats-Pre---design study, layout and service design Pre-design study, architectural, structural, electrical and plumbing designs, air conditioning, heating and acoustic if needed, detailed engineering designs of all external services namely roads, sewerage, drainage, water supply, street lighting and compound wall, landscaping of graphic signage and certifying from time to time that designs are being correctly interpreted and finishing is of acceptable quality.
3. All other buildings project----all services listed under 2 above (site development, housing) including interiors/exterior are part of comprehensive services.
4. Additions and alterations including related interiors in individual houses.
5. Interiors-Pre---design study, detailed workings of all interior elements designing and, if needed, prototype of furniture, selection of furnishing, carpets, interior items and work, of art.
6. Verification and certification of contractor's and monitoring the performance of the contractor--with the help of site engineers check measurements, verify works executed in relation to quantities in estimates and verify and certify bills on tendered rates.
7. Visits of construction sites- visit in connection with physical progress of the works commissioned.
8. Presentation models and presentation drawings.

LETTER OF APPOINTMENT- regarding architect AS ANNEXURE-I**CONDITION OF AGREEMENT-Regarding the Architect.****1. SCOPE OF WORK**

The architect shall provide services in respect of the following work.

- 1.1 Site evaluation and analysis.
- 1.2 Environmental impact assessment.
- 1.3 Architectural work and site development.
- 1.4 Structural engineering work.
- 1.5 Sanitary, plumbing, drainage, water supply and sewerage work.
- 1.6 Electrical work.
- 1.7 Heating, ventilation and air conditioning work (HVAC).
- 1.8 Acoustical work.
- 1.9 Landscape work.
- 1.10 Interior designs.

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2. SCHEDULE OF SERVICES

The architect shall after taking instructions from client render the following services.

- 2.01 Furnish a site evaluation and analysis report with basic approach to circulation, Activity distribution and interaction and external linkages.
- 2.02 Furnish preliminary report on environmental impact of the project and finalize it after discussion with the client clearly outlining the measures required for mitigating the adverse impact.
- 2.03 Prepare conceptual designs with reference to requirements given and prepare approximate. Estimates of cost by cubic measurements or on area basis.
- 2.04 Modify the conceptual designs incorporating required changes and prepare preliminary drawings and designs and study model for the clients approval along with revised estimates of cost.
- 2.05 Prepare drawings necessary for submission to sanitary bodies for sanction and assist/advise on formalities after collecting all the site data, if required.
- 2.06 Prepare working drawings, specifications and schedule of quantities sufficient to prepare estimates of cost.
- 2.07 Prepare a short list of contractors, together with appropriate justification.
- 2.08 Prepare working drawings including large scale and full size detailed specifications and schedule of quantities sufficient to invite tenders.
- 2.09 Prepare and submit complete working drawing and details sufficient to commence work at the site and for the proper execution during construction.
- 2.10 Visit the site of work and provide periodic supervision as and when necessary to clarify and decision or interpretation of the drawings and specifications that may be necessary and attend conference and meetings as and when required and to ensure that the project proceed generally in accordance with conditions of contract.
- 2.11 For frequent or constant supervision, Clerk of Works shall be appointed. He shall be nominated or appointed by the Architect and shall be under the direct control of the Architect. He shall be paid by the architect and he shall not be a liability to I.C.A.R. in any respect.

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- 2.12 On completion of work, the architect will prepare and submit two sets of as built drawings(one set on reproduction) of the buildings and services.

3. MODE OF PAYMENT

For each of the services in the scope of the architect shall be paid in the following stages consistent with the work done plus reimbursable expenses is agreed upon. Payments made to the architect are on account and shall be adjusted against the final fee payable.

PRELIMINARY STAGE:

STAGE-1

On submitting the conceptual designs and preliminary estimates of costs 10% of the total fee payable.

STAGE-2

On submitting the final preliminary drawings/designs and study model along with the modified estimates of cost- 20% of the total fees payable less payment already made.

STAGE-3

On submitting preliminary Architectural & service drawings for obtaining approval from statutory bodies & submitting it to local statutory bodies if required. Works drawings stage-30% of the total fees payable less payments already made.

STAGE-4

During preparation of basic working drawings and details sufficient for preparing item wise estimate of cost and on approval of drawings submitted to local bodies-50% of the total fees payable less payments already made.

STAGE-5

On submitting detailed specifications, bill of quantities, detailed architectural working drawings, structural and services designs and tender documents as based on CPWD manuals

together with estimates of costs sufficient to invite tenders-65% of the total fees payable less payment already made.

STAGE-6

On submission of complete set of drawings and detailed estimates of work to commence at site - 70% of the total fees payable less payment already made.

STAGE-7

Balance payment making the total equivalent to 100% of the fees payable.

4. EFFECTING PAYMENT TO THE ARCHITECT

- (1) The payment to the architect during various stage shall be as follows:
 - a. At Stage 1: On cost estimates accompanying stage 1 conceptual drawing.
 - b. At Stage 5: On cost estimates accompanying stage 2 conceptual drawings.
 - c. Stage 5: On cost estimate referred to in the stage.
 - d. At Stage 6 to Stage 8: On the cost of the project defined in Note 5 below.
- (2) Progressive payments may be made to the architect in any of the above stages Based on the quantum of work done in the stage as may be mutually agreed to by the parties.
- (3) No deduction shall be made from the fee of the architect on account of penalty, liquidated damages, part rates or other sums with held from payments or recovered from the contractor.
- (4) When the work is executed wholly or in part with of the materials or labour or carriage is provided by the clients, the percentage fees shall be calculated as if the work had been executed wholly by the contractor supplying all labour and new materials.
- (5) The cost of the project shall be the cost of the building work as calculated on the accepted tenders including the cost of structural, sanitary, plumbing and electrical work, sanitary and electrical fittings and fixtures, lift, escalators, mechanical equipment's landscaping, interior and graphic signage i.e. on all items on which the architect has rendered professional services but shall exclude the cost of the client's site office, cost of land and cost of supervisory staff.

- (6) In case only a part of the project is continued beyond any stage, the deductions for payments made against earlier stages shall only be in respect of proportionate cost of the said part of the project. Thus, were a concept(stage-2) master plan and deduction at subsequent stages shall be in respect of portions actually constructed from time to time.

5. CLIENT'S RESPONSIBILITIES

The following shall be the responsibilities of the client:

- 5.01 Provide detailed requirement of the client.
- 5.02 Pay the fees of the architect within one month of submission of bills.
- 5.03 On the advice of the architect, prepare a short list of approved contractors who would be allowed to tender, select the contractors for the project in consultation with the architect.

6. PROJECT CO-ORDINATION COMMITTEE

- 6.01 A Project Co-ordination Committee consisting of representatives of users, project engineers and architects may if necessary be constituted.
- 6.02 The Project Co-ordination Committee shall discuss the drawings and documents, submitted by the architect and give decisions promptly to avoid unreasonable delay in the progress of the architect's work.

7. DENYING FURTHER ASIGNMESNT TO THE ARCHITECT

If the architect undertakes works not in conformity with the practices and ethic and scales of fees recommended by the council of Architecture, the Council when consulted would not recommend such architect for any further works by the clients.

8. EXECUTION OF THE ASSIGNMENT

- 8.01 All the stages of work shall completed by the architect and the necessary approval given by the clients according to the time schedule mutually agreed upon. The works throughout the stipulated period of contract will be carried out with diligence, time being the essence of the contract.

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- 8.02 In the event of architect's firm closing its business, the clients shall have the power to employ any other agency to complete the work.
- 8.03 In the event of the failure on the part of the architect to complete his work or the clients to give their approval and/or make payments within the time specified in the time schedule or in the event of either of the parties committing a breach of any one or more of the terms and conditions of the agreement, the aggrieved party shall be entitled to rescind this agreement without prejudice to its rights to claim damages or remedies under the laws the period of notice to be given to rescind the contract will be 30 days.
- 8.04 The architect shall prepare drawings, outline, specifications and estimates of costs by cubic measurements or on areas basis on schedule of rates of CPWD as per requirement. In the absence of rate in the aforesaid schedule of rates the same shall be arrived at by actual analysis based on D.A.R.
- 8.05 The architect will advise the clients on the time and progress chart prepared by the contractors for the completion of the work, if required.
- 8.06 The architect must have the authority of his client before initiating any stages of his duties.
- 8.07 The architect shall assume full responsibility for the drawings and specifications for items described in the scope of work. The clients will have full access to the details of the calculations and the structural designs for purpose of scrutiny for satisfying themselves as to the correctness. The structural engineers of the architect will render all possible help for the above scrutiny.
- 8.08 The architect shall supply to the clients free of cost four sets of final drawings at Stage-2 of the agreement, eight sets of all drawings specifications and other particular in stages 3 to 8. Any additional sets required by the clients shall be paid for on actual cost basis.
- 8.09 On completion of the work, the architect will prepare and submit two sets of as built drawings (one set on reproduction prints) of the buildings and services.
- 8.10 The architect shall advice client regarding the work under execution during visits to the site and submit periodic reports on his observations.
- 8.11 The architect shall not make any deviation alteration or omission from the approved drawings, involving financial implications without prior consent of client.
- 8.12 The architect shall exercise all reasonable skill, care and diligence in the discharges of his duties and shall exercise such general superintendence and inspection in regard to such works as may be necessary to ensure that work are being executed in accordance with contract documents and shall endeavor to guard the owner against the defects and deficiencies in the work of the contractor.

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- 8.13 The architect shall make necessary revisions as may be required by client in the drawings and documents once approved required to be made by client shall not be compensated as additional services rendered by the architect.
- 8.14 No change shall be made in the approved drawings and specifications at site without the consent of the client.
- 8.15 The client shall have the liberty to postpone or not to execute any work and the architect shall not be entitled to any compensations for non-execution of the work except the fees which are payable to the architect up to the stage of services then in progress.

9. ARBITRATION

All difference and disputes arising between the client and the architect on any matter connected with the agreement or in regard to the inter operation of the content thereof shall be referred to Secretary ICAR.

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ANNEXURE**LETTER OF APPOINTMENT****From****To**

Dear Sir,

We are pleased to offer your firm consultancy for architectural and allied services for the following project at fee stated below.

Project**Services****Fees**

Other terms and conditions are given overlead. This letter together with terms and conditions constitutes the agreement. Should you accept this offer, kindly endorse the duplicate copy and return the same to our office.

Thanking you,

Yours faithfully.

(Signature of the Client)



Accepted. We undertake to carry out adequate pre-design and design development studies and furnish list of minimum basic drawings. We also undertake to furnish within one month of signing this agreement an activity bard chart spelling out the time schedule for various activities and list of our associates, structural, electrical, utility services, HVAC, interior, landscape and graphic consultants,. Should any of the associates/consultants be not acceptable to the client, we will appoint another mutually acceptable associate/consultant.

Signature of Architect

Seal of the firm

Date.