

ANNEXURE**EXPRESSION OF INTEREST OF EMPANELMENT OF ARCHITECTS****SCOPE OF SERVICES AND TERMS AND CONDITIONS FOR RETAINERSHIP****COMPREHENSIVE ARCHITECTURAL SERVICES.**

1.	SCOPE OF WORK
	The Architect is required to provide services in respect of the following
Part-I	Architecture
1.1	Taking Client's instructions and preparation of design brief.
1.2	Site evaluation, analysis and impact of the existing and/ or proposed development on its immediate environs.
1.3	Design and site development.
1.4	Structural Design.
1.5	Sanitary, plumbing, drainage, water supply and sewerage system design.
1.6	Electrical. Electronic, Communication system design.
1.7	Heating, ventilation and air conditioning design (HVAC) and other mechanical systems.
1.8	Elevators, escalators, etc.
1.9	Fire detection, Fire protection and security system etc.
1.10	Periodic inspection and evaluation of Construction works.
PART-II	ALLIED FIELDS
1.11	Landscape Architecture
1.12	Interior Architecture
1.13	Architectural Conservation
1.14	Retrofitting of Buildings
1.15	Graphic Design and signage

2.	SCHEDULE OF SERVICES
	The Architect shall, after taking instructions from the client, render the following services.
CONCEPT DESIGN (STAGE-1)	
2.01	Ascertain Client's requirements, examine site constraints and potential : and prepare a design brief for Client's approval.
2.02	Prepare report on site evaluation, state of existing buildings if any and analysis and impact of existing and/ or proposed development on its immediate environs.
2.03	Prepare drawings and documents to enable the client to get done the detailed survey and soil investigation at the site of the project.
2.04	Furnish report on measure required to be taken to mitigate the adverse impact, if any , of the existing and / or proposed development on its immediate environs.
2.05	Prepare conceptual designs with reference to requirements given and prepare rough estimate of cost on area basis.
PRELIMINARY DESIGN AND DRAWINGS (STAGE-2)	
2.06	Modify the conceptual; designs incorporating required changes and prepare the preliminary drawings , sketches study model , etc, for the Client's approval along with preliminary estimate of cost on area basis .
2.07	Prepare drawings necessary for client's /statutory approvals and ensure compliance with codes, standards and legislation, as applicable and assist the client's in obtaining the statutory approval thereof, if required
WORKING DRAWINGS AND TENDER DOCUMENTS (STAGE-4)	
2.08	Prepare working drawings , specifications and schedule of quantities sufficient to prepare estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payments , quality control procedures on materials and works and other conditions of contract.
APPOINTMENT O CONTRACTORS [STAGE 5]:	
2.09	Invite, receive and analyse tender: advance Client on appointment of contractors.
CONSTRUCTION [STAGE 6]:	
2.10	Prepare and issue working drawings and details for proper execution of works during construction.

2.11	Approval samples of various elements and components.
2.12	Check and approval shop drawing submitted by the Contractor / vendors.
2.13	Visits the site of work, at intervals mutually agrees upon, to inspect and evaluate the Construction Works and where necessary clarify any decision, offer interpretation of the drawings / specifications, attended conference and meetings to ensure that the project proceeds generally in accordance with the contract and keep the Client informed and advice on action, if required.
2.14	In order to ensure that the work at site proceeds in accordance with the contract documents / drawings and to exercise time and quality controls, The day-to-day supervision will be carried out by a Construction Manager (Clerk of Works / Site Supervisor or Construction Management Agency in case of a large and complex project), who shall work under the guidance and Architect and shall be appointed and paid by the Client.
2.15	Issue certificate of Virtual Completion of works.
COMPLETION [STAGE 7] :	
2.16	Prepare and submit completion reports drawing for the project as required and assist Client in obtaining "Completion / Occupancy Certificate" from statutory authorities, wherever required.
2.17	Issue two sets of as built drawings including and structures.

3.	PROFESSIONAL FEE:
3.01	In consideration of the professional services rendered by the Architect, he shall be paid professional fee @ 2.5% of the total cost of the project/ component of the project and other charges, unless specifically modified herein, in accordance with the scale of charges specified in the "Handbook of professional documents, 2010 issued by Council of Architecture, New Delhi.
3.02	Any tax levied by law, such as Service tax, etc. contingent to professional services rendered by the Architect, shall be payable by the Client, over and above the gross fees charges by the Architect in relation to the service provided.

4.	SCHEDULE OF PAYMENTS:
	The Architect shall be paid professional fee in the following stages consistent with the done plus other charges and reimbursable expenses as agreed upon.:

RETAINER		
On appointment / Signing of Agreement / Acceptance of offer.	---	5% of the total fees payable for a project.
STAGE 1		
On submitting conceptual designs and rough estimate of cost.	---	10% of the total fees payable.
Stage 2		
On submitting the required preliminary scheme for the Client's approval along with the preliminary estimate of cost.	---	20% of the total fees payable less payment already made at stage1.
STAGE 3		
a. On incorporating Client's suggestions and submitting drawings for approval from the Client / statutory authorities, if required.	---	20% of the total fees payable less payment already made at stages 1 and 2.
b. Upon Client's / statutory approval necessary for commencement of construction, wherever applicable.	---	35% of the total fees payable less payments already made at stages 1 to 3a.
STAGE 4		
Upon preparation of working drawings, specification and schedule of quantities sufficient to prepare estimate of cost and preparation of tender documents		45% of the total fees payable less payment already made at stages 1 to 3b.
STAGE 5		
On inviting receiving and analyzing tenders; advising client on appointment of contractors.	---	55% of the total fees payable less payment already made at stages 1 to 4.
STAGE 6		
a. On submission working drawings and details required for commencement of work at site.	---	65% of the total fees payable less payment already made at stages 1 to 5.

b. i. On completion of 20% of the work ii. On completion of 40% of the work iii. On completion of 60% of the work iv. On completion of 40% of the work v. On virtual Completion	---	70% of the total fees payable less payment already made at stages 1 to 6 a. 75% of the total fees payable less payment already made at stages 1 to 6 b (i). 80% of the total fees payable less payment already made at stages 1 to 6 b (ii). 85% of the total fees payable less payment already made at stages 1 to 6 b (iii) 90% of the total fees payable less payment already made at stages 1 to 6 b (iv)
STAGE 7		
On submitting Completion Report and drawing for issuance of completion / occupancy certificate by statutory authorities, wherever required and on issue of as built drawings.	---	100% of the fee payable less payment already made at various stages and retainer.

5. EFFECTING PAYMENT TO THE ARCHITECT:

5.1 The fee payable to the Architect shall be computed on the actual cost of works on completion. The payment due to the Architect at different stages to computed on the following basis:

5.1.1 Retainer	:	On rough estimate of cost.
5.1.2 At Stage 1	:	On rough estimate of cost.
5.1.3 At Stage 2 to 4	:	On preliminary estimate of cost
5.1.4 At Stage 5 to 6b	:	Accepted tender cost.
5.1.5 At Stage 7	:	Actual total cost.

5.2 Progressive , on account, payment shall be made by the Client to the Architect against any of the above stage based on the quantum of work done during that stage, as may be mutually agreed to between the Client and Architect.

5.3 No deductions shall be made from the fee of the Architect on account of penalty, liquidated damages, part rates or other sums withheld from payment or recovered from contractors / suppliers.

5.4 When the work is executed wholly or in part with old materials or labour or carriage is

provided by the Client, the percentage fees shall be calculated as if the work had been executed wholly by the contract supplying all labour and materials.

- 5.5 The actual cost of the completed works shall include cost of execution of assigned works, referred to in scope of works and also the cost of equipment & machinery such as Transformers, DG sets, Sub-stations, Lifts, Air Conditioning Machines, Pumps & Motors , water and Sewage Treatment Plant Etc., but excluding the cost of land

6. DOCUMENTATION AND COMMUNICATING CHARGES:

Part from the professional fee, the client shall pay to the Architect Documentation and Communication charges, @ 10% of the professional fee payable to the Architect at all stages.

7. REIMBURSABLE EXPENSES:

In addition to the amounts reimbursable against site visits by the Architect / Consultants, the Client will reimburse the Architect the following expenses incurred by him for discharge of his obligations:

7.0.1	Actual cost of travel (to & fro), boarding & lodging and local transport for any visit made by his staff to the site or such other place as may be necessary in connection with the execution of the work and in connection with performance of duties referred to in the agreement.
7.0.2	Cost of presentation models, computer simulation, presentation drawing etc., prepared at the instance of the Client purposes other than the Design and execution of the Project.

8. CLIENT'S ROLE AND RESPONSIBILITIES:

The client shall discharge all his obligations connected with the project and engagement of the Architect as follows:

8.01.	To provide detailed requirements of the project.
8.02.	To provide property lease / ownership documents.
8.03.	To provide a site plan, to a suitable scale, showing boundaries, contours at suitable intervals, existing physical features including any existing roads, path, trees, existing structures, existing services and utility lines and such lines to which the proposed services can be connected. In case such information is not readily available, the client shall arrange for the survey/ collection of necessary information and pay for the same.

8.04	To furnish reports on soil conditions and test as required by the Architect or pay for the preparation of the same.
8.05	To furnish specific conditions / Statutory stipulations / Codes of practice / schedule of rates etc., desired to be followed
8.06	To pay all the fees, levies, security deposits and expenses in respect of statutory sanction.
8.07	To give effect to the professional advice of the Architect and cause no changes in the drawings and documents without the consent of the Architect.
8.08	To honour Architect's bills within one month of its submission.
8.09	To appoint a Construction Manager (Clerk of works / Site supervisor or Construction Management Agency in case of a large and complex project) as per the Architect's Advice.

9. EXECUTION OF THE ASSIGNMENT

9.01.	The Architect shall keep the Client informed about the progress of work in his office.
9.02.	The Architect shall appoint specialized consultants in consultation with Client, if necessary.
9.03.	The Architect shall be responsible for the direction and integration of the consultants work. The consultants, however, shall be fully responsible for the calculations, the detailed design and periodic inspection and evaluation of the work entrusted to them. The Architect shall, if requested make available the design calculations.
9.04.	The Architect will advise the Client on the Time Schedule (Bar chart / PERT / CPM Network) prepared by the contractors for the completion of work, if required.
9.05.	The Architect shall supply to the Client, free of cost, up to six sets of drawings at stages.
9.06.	The Architect shall not make any deviations, alterations or omissions from the

	approved drawings, involving financial implication without prior consent of the Client.
9.07.	Any professional services to be rendered by the Architect at the instance of the Client after the agreed project completion period shall be compensated for on mutually agreed terms.
9.08.	The Architect shall exercise all reasonable skill, care and diligence in the discharge of his duties and shall exercise such general superintendence and inspection as may be necessary to ensure that works are being executed in accordance with Conditions of Contract.
9.09.	Any revision in the drawing, tenders and documents, once approved, required to be made by the Client shall be compensated as additional services rendered by the Architect and paid for @ 50% of the fee prescribed for the relevant stage(s).
9.10.	No change shall be made in the approved drawings and specifications at site without the consent of the Architect.
9.11	Any curtailment of the professional services, beyond Stage 2, shall make it obligatory for the client to pay at least 20% of the fee for the remaining stage (s) of the curtailed work / Services.

10. TIME SCHEDULE:

The Architect shall, in consultation with the Client, prepared a Time Schedule in respect of various services to be rendered and discharge of Client's obligations.

11. INDEMNIFICATION:

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

12. OWNERSHIP OF COPYRIGHT:

Architectural design is an intellectual property of the Architect. The drawings, specifications, documents and models as instruments of service are the property of the Architect whether the project, for which they are made, is executed or not. The Client shall retain copies of the

Architect's models, drawings, specifications and other documents for his information and use in connection with the project. These shall not be used for any other project by the Client or the Architect or any other, except for the repletion as stipulated in the Scale of Charges.

13 TERMINATION OF AGREEMENT :

13.1	Agreement between the Architect and the Client may be terminated by either one giving the other a written notice of not less than 30 (thirty) days, should either fail substantially to perform his part of responsibilities / duties, so long as th failure is not caused by the one
13.2	When termination of this Agreement is not related or attributable, directly or indirectly to act, omission, neglect or default on the part of the Architect, the Architect, Architect shall be entitled to professional fees as stipulated under Clause 4 and sub-clause 9.09 and 9.11 clause 9.
13.3	In the event of Architect's firm closing its business or client having terminated the agreement, the Client shall have the right to employ another Architect to complete the work, after making payment to the previous architect's firm.

14 INTERPRETATION:

In case of any ambiguity or difficulty in the Conditions of Engagement and Scale of Charges, the interpretation of the Council of architecture shall be final and binding on the Architect and Client.

15. ARBITRATION:

All disputes or differences which may arise between the client and the architect under "Conditions of Engagement and Scale of Charges" with regard to the meaning or interpretation or matter or things hereof, such disputes and differences done or to be done in pursuance hereof, such disputes and differences shall be referred for arbitration to the Council of Architecture.

The arbitration shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996 .The decision and award of the arbitrator shall be final and binding of the Architect and the Client.