

AGREEMENT FOR PROVIDING ARCHITECTURAL & ENGINEERING DESIGN SERVICES

THIS AGREEMENT is made this ___ day of ____ 200__

BY AND BETWEEN:

_____, a company incorporated under the Companies Act, 1956 and having its registered office at _____ (hereinafter referred to as “Principal” which expression shall, unless repugnant to the context, mean and include its successors and permitted assigns) of the **ONE PART**

AND

_____, an Architectural firm, having its Principal place of business at _____, represented by _____, hereinafter referred to as “Architect” of the OTHER PART witnessed as follows:

WHEREAS

- A.** Principal has decided to proceed with the construction/ fit-out of its office space admeasuring _____ at _____ and has to occupy the said facility fully functional and operational by _____
- B.** Principal had called for Request for Professional Services (RFPS) followed by presentations from Architects to conceptualize, design, and supervise the execution of the construction and interior fit out work for the entire Office Building for built-up area of approximately _____ complete project (including all the work packages)(hereinafter referred to as the “PROJECT”);
- C.** Principal is desirous of engaging an Architectural firm for the development of the Principal’s new office at _____
- D.** After negotiations, Principal has identified the Architect as suitable to carry out the development of the said Project;
- E.** The Architect has agreed to undertake and complete the project within the time frame proposed by Principal which shall include Architectural, Engineering and associated ancillary Services in respect of the Project in accordance with the terms and conditions in the RFPS, for all work packages, including but not limited to;
 - a) Civil & Interior design and fit out works
 - b) Electrical works including UPS
 - c) HVAC works (both high side and low side)
 - d) Plumbing and Fire fighting works
 - e) Fire detection and prevention works
 - f) Modular Furniture.
 - g) Chairs
 - h) Carpets
 - i) Kitchen
 - j) Artwork/ Artefacts/ Signage

A detailed scope of services in mentioned in **Annexure –B.**

- F. The Architect has agreed on the terms set out below to carry out the designing & development of the Principal's said project.

THE PARTIES HEREBY AGREE AS FOLLOWS

1. Definitions

- 1.1. Unless the context requires otherwise, the following words, phrases and expressions shall have the meaning ascribed to them below:
- (a) "Agreement" means this agreement for Architect entered into between the Parties including Original RFPS issued, all schedules and Annexures thereto and all modifications and amendments thereof
 - (b) "Architectural Services" means those services that are stipulated in **ANNEXURE 'B'**.
 - (c) "Event of Force Majeure" means an event which could not be reasonably foreseen by a Party and could not, by the exercise of reasonable diligence, be prevented by such Party, and which event materially affects such Party's ability to perform its obligations under this Agreement and includes without limitation, any act of war, destructive act of public enemy, vandalism, riots, civil commotion, sabotage, fires, floods, explosions, epidemic, quarantine restrictions, state, or nation - wide strikes or lock-outs, acts of third parties (other than a party's employees), acts or regulations of Government(s), or Acts of God.
 - (d) "Party" means either signatory to this Agreement.
 - (e) "Project" means _____ at _____.
 - (f) "Project Manager" means the Project Management Consultancy firm independently appointed by the Principal for managing the project
- 1.2 When not capitalised, the above words shall be attributed their ordinary meaning. References to the singular shall include references to the plural and vice versa, references to the masculine shall include references to the feminine and vice versa, and the above definitions shall include all grammatical variations thereof.

2. Provision of Architect Services

- 2.1 Subject to consideration as stipulated hereunder, the Architect shall provide the Architectural Services as detailed out in Annexure B.
- 2.2 It is understood by and between the Parties that the Architect Services contemplate all services necessary for the development of the Principal's project and such services have been finalised after a detailed scope has been presented by the Architect prior to signing this Agreement.
- 2.3 In any event, at any stage, if during the course of providing the Architect Services, the Architect is of the opinion that additional services, outside the scope of the Architect Services are necessary in order to complete

the Architect Services, it shall inform the same to Principal who at its sole discretion shall decide whether the said additional services are necessary in order to complete the Architect Services.

3. Architect's obligations

- 3.1 The Architect shall conform to the standards and guidelines as agreed with Principal. The Architect understands and agrees that any deviation from such standards without the prior written consent of Principal shall constitute a breach of this Agreement.
- 3.2 The Architect shall conform to the documentation requirements as stipulated by Project Manager appointed by the Principal and provide full support in terms of review and approval whenever required.
- 3.2 The Architect shall recommend to Principal a list of contractors along with appropriate justification, and shall assist Principal in identifying the contractor for each separate service to be rendered by contractors.

4. Principal's Obligations

- 4.1 Principal shall provide the Architect all reasonable assistance as may be requested by the Architect in connection with the provision of Architect Services.
- 4.2 Principal shall conclude all agreements and shall assist in the preparation of all documentation as may be required for the provision of Architect Services as per the terms of this Agreement.
- 4.3 Principal shall make all payments as per the terms of this Agreement.
- 4.4 Principal shall make all payments towards Architect's bills within 14 days of submission of the approved bills. Provided however that Principal shall be entitled to withhold payment on the grounds of deficiency in service and shall communicate the same vide written communication.
- 4.5 Principal shall provide the Architect unrestricted access to the Principal's premises for the purpose of carrying out his work.

5. Execution of the project

- 5.1 All the stages of work, the timeline for which is set out in **ANNEXURE C** shall be completed by the Architect and the necessary approval given by Principal according to the time schedule mutually agreed upon. The works throughout the stipulated period of the contract will be carried out with diligence, time being essence of the contract.
- 5.2 The Architect will advise Principal on the time and progress chart prepared by the contractors for the completion of the work, if required by Principal.
- 5.3 Principal will have full access to the details of the calculations and the structural designs for the purpose of scrutiny for satisfying themselves as to their correctness. The Architect shall promptly provide all such

details to Principal. The parties understand and agree that any delay in the provision of such details shall render the Architect liable to reduction in fees.

- 5.4 The Parties agree that time being the essence of the contract; Principal would incur substantial losses due to any delay in completion of the work.
- 5.5 The Parties agree that any delay in completion of the work and any time over-run in excess of the time stipulated in **the Liquidated Damages Clause** shall render the Architect liable to the payment of liquidated damages in the manner set forth in this Agreement.

6. Liquidated Damages

Liquidated Damages for delay shall be 2% of the Total Fees Payable to the Architect for each week of delay beyond stated completion date of the committed deliverables as stated in **ANNEXURE B**, subject to a maximum of 10%.

This is not to be linked with the delay in construction works due to the inaction on the part of contractors but only applicable towards the delay in Architect/ Consultant's deliverables as per the scope of services of this contract.

7. COMPENSATION AND BILLING:

- 7.1 In consideration of the Architect rendering the Services to Principal, Principal hereby agrees to pay a fee of _____ (Amount in words) to the Architect + Service Tax as applicable, payable in the manner stipulated in **ANNEXURE A**.
- 7.2 The Architect shall submit bills to Principal for the Services rendered in a particular month, within a period of 14 days after completion of each stage of the project after due review and recommendation from the Project Manager. Principal will not entertain any invoice which has not been routed through Project Manager or if it has been submitted after expiry of 14 days of the completion of each stage. Principal shall not be liable to pay any interest for delayed period.
- 7.3 The Architect and Principal agree that the fees for the additional Services to be rendered by the Architect shall be discussed and agreed upon by mutual consent of the Parties. Any change/revision in the fees and/or additional fees shall be agreed upon by way of exchange of letters between the Parties, Schedule B shall be deemed to be modified to that extent.
- 7.4 Any amounts outstanding from Principal against bills submitted in respect of Services provided by the Architect for more than ninety (90) days, must be advised in writing to Principal's office at _____.
- 7.5 Principal shall be entitled to deduct tax at source and all other statutory deductions in all payments made to the Architect.
- 7.6 The Architect shall be solely responsible for any and all levies that are to be borne by him as per statute, including but not limited to, service tax, works contract tax etc.

8. Covenants of the Architect:

- 8.1 The Architect agrees to employ its best efforts to meet Principal's assignment deadlines and standards as applicable and Principal shall have the right to review/ assess the skill levels/ expertise of the Architect's employees and potential employees in order to ensure that Principal's assignment deadlines and standards of Services are met.
- 8.2 The Architect shall not, knowingly engage any person with criminal record/conviction, and any such person shall be barred from directly or indirectly providing the Services under this Agreement.
- 8.3 The Architect and any employee/ individual assigned by the Architect for the performance of the Services under this Agreement agree to comply with all of Principal's standard/ special physical security procedures in place at the locations where the Architect is required to render Services or any special safety guidelines for the project sites.
- 8.4 Unless otherwise expressed the Architect shall meet Principal's personnel to discuss and review its performance on a regular basis or as may be required by Principal.
- 8.5 It is understood by the Architect that Principal is an equal opportunity employer and that in performance of this Agreement, the Architect shall not engage in any conduct or practice which violates any applicable local, state or union law, order or regulation prohibiting employment discrimination against any person by reason of race, colour, creed, religion, national origin, ancestry, sex, age, sexual orientation, physical and mental handicap or disability, medical condition, marital status, or status as a disabled veteran or any other legally protected persons as defined and prohibited by applicable law.
- 8.6 The Architect and any employee/individual assigned by the Architect for the performance of the Services under this Agreement agree that in performance of the Services under this Agreement, they will not make or offer to make any payments to or confer, or offer to confer any benefit upon any employee agent or fiduciary of any third party, with the intent of influencing the conduct of such employer, agent or fiduciary, in respect of the Services to be provided under this Agreement.
- 8.7 The Architect and any employee/individual assigned by the Architect for performance of the services under this Agreement agree, represent and warrant that no officer, director, employee or immediate family member thereof (collectively, "Principal Personnel") has received or will receive anything of value of any kind from the Architect or its officers, directors, employees or agents in connection with this Agreement; and that no Bank Personnel has a business relationship of any kind with the Architect or its officers.

9. Independent Architect:

- 9.1 The Architect and/or its employees, agents and representatives shall perform all services hereunder as an independent Architect on a non-exclusive basis and nothing contained herein shall be deemed to

create any association, partnership, joint venture or relationship of Principal and agent or, master and servant or, employer and employee between the Parties hereto or any affiliates or subsidiaries thereof or, to provide either Party with the right, power or authority, whether expressed or implied to create any such duty or obligation on behalf of the other Party. The Architect acknowledges that its rendering of Services is solely within its own control subject to the terms and conditions agreed upon and agrees not to hold itself to be an employee, agent or servant of Principal or any subsidiary or affiliate thereof.

- 9.2 The Architect's personnel, employees, agents, consultants of the Architect shall have no authority/right to bind Principal in any manner. The Architect acknowledges and agrees that the employees/personnel of the Architect shall always remain on the pay rolls/ employment of the Architect. It shall be the responsibility of the Architect to comply with all statutory responsibilities and obligations in respect of the employees and no nexus either directly or indirectly be established between the employees/personnel of the Architect and Principal.

10. Sub-Consultants:

- 10.1 Principal reserves the right to approve the consultants and/or sub-consultants who may be appointed by the Architect for rendering of Services to Principal. Pursuant to this Agreement, approval of appointing of the consultants and/or sub-consultants by the Architect will not be unreasonably withheld by Principal. Approval of any consultants and/or sub-consultants by Principal shall not constitute superseding or waiver of any right of Principal to reject work which is not in conformity with the standards laid down by Principal or in accordance with this Agreement.
- 10.2 The Architect shall be fully responsible for all acts and omissions of its consultants and/or sub-consultants. Nothing in this Agreement shall be construed to create any contractual or other relationship between Principal and any consultant and/or sub-consultant, nor any obligation on the part of Principal to make payment of any money due to any consultant and/or sub-consultant

11. Compliance with Laws:

- 11.1 The Architect hereby agrees that it shall comply with all applicable union, state and local laws, ordinances, rules, regulations and codes in performing its obligations and rendering Services ,hereunder, including but not limited to the procurement/ maintenance of licenses, permits and certificates and payment of taxes where required.
- 11.2 The Architect has represented to Principal that it holds all valid, licenses/registrations, as may be required under the laws prevailing from time to time, including but not limited to, The Contract Labour (Abolition and Regulation) Act, and other labour laws. The Architect shall ensure that all such registrations/licences where required, are kept valid and subsisting throughout the term of this Agreement.
- 11.3 Principal on becoming aware of any contravention/non-compliance of

any laws by the Architect notwithstanding its right to terminate the agreement as contained hereinafter call upon the Architect to rectify the violation and/or to comply with the laws and the Architect shall immediately take all necessary steps/actions to do so.

12. Inspection and Right to Audit:

- 12.1 The Architect shall keep complete and accurate records of all the operations and expenses in connection with the Services to be provided to Principal. All said records shall be kept on file by the Architect for a period of three (3) years from the date the record is made.
- 12.2 The Architect shall, upon reasonable notice from the Principal, Project Manager or through any of its authorized representatives shall allow them to enter the premises of the Architect and inspect, examine and audit the operations and business records of the Architect relating to the Services to be rendered to Principal pursuant to this Agreement.
- 12.3 The Architect shall render co-operation/assistance to Principal's internal or external auditor or other authorized representative to assure a prompt and accurate audit/inspection. The Architect shall also co-operate with Principal to correct any practices/services which are found to be deficient/ inappropriate as a result of any such audit within a reasonable time after receipt of Principal's audit report. Such audits or reviews will be conducted at the expenses of Principal. However, if the audit discovers discrepancies or overcharges, then upon completion of such audit or review, the Architect agrees that the Architect shall be bound and liable to reimburse to Principal amount equivalent to such discrepancies or overcharges in the account of the Architect and the cost of the audit.

13. Confidentiality and Secrecy:

- 13.1 The Architect acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of Principal relating to its business practices in connection with the performance of Services under this Agreement or otherwise, is the confidential and proprietary information ("**Confidential Information**") of Principal and the Architect agrees to hold the Confidential Information in strict confidence.
- 13.2 The Architect shall ensure that the Confidential Information is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by Principal. The Architect will take all necessary action to protect the Confidential Information against misuse, loss, destruction, alterations or deletions thereof.
- 13.3 The Architect shall ensure that all individuals assigned by the Architect to provide Services under this Agreement, shall be made aware of the confidential nature of the Confidential Information. The Architect shall not be absolved from any liability that may arise as a consequence of breach of confidentiality either by the Architect or any of its employee/s, individual/s, agent/s or representative/s.

- 13.4 The Architect acknowledges that in the event of any breach or threatened breach of this clause by the Architect and/or by any individual assigned by the Architect for the performance of the services under this Agreement, the Architect shall be liable to pay damages to Principal as may be quantified by Principal. In the event monetary damages are not an adequate remedy, Principal shall be entitled to injunctive relief to restrain the Architect from any such breach, threatened or actual.
- 13.5 If the Architect is directed by a court order, subpoena or other legal or regulatory process to disclose any Confidential Information, the Architect shall immediately notify Principal in writing, in sufficient detail immediately upon receipt of such court order, subpoena, legal or regulatory process, in order to permit Principal to make an application for an appropriate protection order (which Principal may pursue at its own expenses). Such notice shall be accompanied by a copy of the court order, subpoena, legal or regulatory process.

14. INSURANCE:

- 14.1 The Architect shall maintain at its sole expense, throughout the tenor of this Agreement and the extensions if any, thereto, insurance coverage, including but not restricted to, comprehensive general liability insurance covering bodily harm, injury, death of all individuals employed/assigned by the Architect to perform the Services under this Agreement. Upon the request of Principal, the Architect undertakes to provide such documentary proof of compliance of this clause as may be required by Principal or its auditors or any other authorities.
- 14.2 The Architect shall maintain Professional Indemnity insurance at its sole expense for an amount equivalent to 10 times the fee of the Architect.
- 14.2 The Architect further undertakes at its sole expense to provide for insurance of all property used, individuals, employees, agents or persons assigned to perform the Services under this Agreement, as may be required by Principal upto such limits as may be specified by Principal.
- 14.3 Principal shall not be liable whatsoever for any loss or injury to any property or any individual assigned to perform the Services under this Agreement or otherwise, while on said Project or anywhere else, including any liability that may arise as a result of malfunction of any equipment or otherwise howsoever.

15. LIMITATION OF LIABILITY:

- 15.1 The Architect shall be liable to Principal for all claims, damages and expenses of any nature whatsoever arising directly or indirectly from any negligent, dishonest, criminal or fraudulent act of any individual/employee assigned by the Architect for the performance of the Services under this Agreement and/or for any loss and/or damage caused to the property of Principal, in particular to the Principal's Confidential Information in possession of the Architect.
- 15.2 The Architect hereby agrees that in the event the Architect terminates this

Agreement prematurely or fails to perform and/or contravenes all or any of the terms and conditions of this Agreement the Architect shall be liable to refund to Principal upon the first demand of Principal without any demur, protest, cavil of any nature whatsoever the entire amount of fees paid by Principal till the date of termination/ contravention/ failure along with interest at the rate of 18% per annum and a penalty equivalent to 50% of the fees agreed to be paid by Principal to the Architect towards the direct, indirect, special or consequential damages sustained and/or caused to be sustained by Principal.

- 15.3 In the event of any damages incurred/sustained by Principal, the Architect shall be liable to reimburse/compensate the damages as may be quantified by Principal. In the event of failure of the Architect to do so within a period of seven (7) days from a demand, Principal shall be entitled to adjust the amounts so claimed as damages against the future payments due by Principal to the Architect.

16. Indemnity:

- 16.1 The Architect hereby agrees to indemnify and keep indemnified and hold Principal harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by Principal on account of:

- (a) willful or grossly negligent or fraudulent acts or omission of the Architect or its employees/individuals assigned by the Architect to render the Services;
- (b) any act or omission of any sub-consultant appointed by the Architect;
- (c) contravention of any of the terms, conditions, covenants of this Agreement;
- (d) any representation or warranty or information furnished to Principal found to be false;
- (e) violation/non compliance with any laws/rules/regulations applicable in rendering of Services hereunder;
- (f) failure to adhere to the standards/specifications of Services required to be rendered to Principal;
- (g) Improper handling or misuse of the Confidential Information.

- 16.2 The Architect hereby agrees that the amount claimed by Principal shall be final and binding on the Architect and the Architect shall not dispute the same.

17. Warranties and representations

Each Party generally warrants and represents to the other as follows:

- 17.1 Corporate power: Such Party is a company duly organised and validly existing under the laws of India with full corporate power, authority and capability to do all acts contemplated herein and in the manner and on the terms and conditions stated, and such Party has obtained all necessary consents and approvals therefore.

17.2 No conflict: The execution, delivery, and performance of this Agreement and all acts necessary or incidental thereto, and the consummation of this Agreement does not and shall not constitute any of the following:

- a. Contravention of any provisions of any document relating to the incorporation or constitution of such Party;
- b. Breach of or default under (or an event which with notice and/or lapse of time would constitute a breach of or default under), any contract or law applicable to such Party; and
- c. Violation of any law, rule, or regulation applicable to such Party, or any order, decree or direction of any court, arbitral tribunal, or competent judicial authority by which such Party may be bound.

17.3 Reasonableness: The Parties agree that having regard to the facts and matters aforesaid, the covenants contained in this Agreement are reasonable and necessary for the protection of the Parties, and the Parties respectively hereby agree that having regard to such facts and matters, that such covenants do not work unfairly on either Party and the consideration for all matters has been agreed after taking all such restrictive covenants into account.

18. Term

18.1 This Agreement shall enter into force on the date first above written and shall continue in force until such time the Architect Services are concluded to the satisfaction of Principal, and a completion certificate is given by the Architect and endorsed by Principal or its Project Manager.

19. DEFAULT AND TERMINATION:

19.1 Notwithstanding anything herein contained, Principal may by giving Thirty (30) days notice in writing to the Architect terminate this Agreement under any one or more of the following conditions:

- i) If Principal is informed or information comes to Principal's attention that the Architect is or may be in the violation of any law/s, ordinance/s, regulation/s, code/s or court order/s;
- ii) If the Architect fails/defaults in performance of any of the services under this Agreement or to observe any of its obligations or breaches all or any of the terms of this Agreement.
- iii) If the Architect discontinues its business.
- iv) If a petition for insolvency is filed against the Architect and such petition is not dismissed within ninety (90) days after filing and/or if the Architect makes an arrangement for the benefit of its creditors or, if the court receiver is appointed as receiver of all/any properties of the Architect.
- v) If in the opinion of Principal the interest of Principal are jeopardized in any manner whatsoever.
- vi) If there is change in the management or control of the Architect firm

- 19.2 It is hereby agreed and understood by the Parties that nothing contained in clause 19.1 shall limit or restrict Principal from pursuing such further and other legal actions, against the Architect for any breach or non-compliance of the terms of this Agreement.
- 19.3 Without prejudice to clause 19.1 Principal shall have a right to terminate this Agreement without assigning any reason after giving prior written notice of thirty (30) days to the Architect.
- 19.4 Upon termination of this Agreement the Architect shall forthwith cease to use any trademark/logo of Principal, handover all Confidential Information in its possession to Principal and shall cease to represent itself to be a Architect of Principal.
- 19.5 Upon earlier termination, the Architect agrees to handover all designs, layouts, documents as may have been developed by the Architect in furtherance of the Project.

20. Governing Law & Dispute Resolution

- 20.1 All disputes, controversies, claims and differences arising out of or in relation to this Agreement, or any breach hereof, except those which cannot be settled through correspondence and mutual consultation of the Parties hereto, shall be finally settled by arbitration to be conducted in _____ in accordance with the provisions of the Arbitration and Conciliation Act, 1996 subject to the provisions set out herein below.
- 20.2 All arbitration proceedings shall be conducted in English and a daily record of such proceedings shall be maintained in English.
- 20.3 Both Parties shall select a sole arbitrator. If the Parties do not agree on the selection of a sole arbitrator, they shall each be entitled to appoint one arbitrator who shall in turn together appoint an umpire. The decision of the arbitrator(s) or umpire, as the case may be, shall be final and binding and shall not be subject to appeal and shall also deal with questions on the costs of the arbitration and all matters related or incidental thereto.
- 20.4 This agreement to arbitrate shall be specifically enforceable by the Parties during the term of this Agreement and after its termination, and the Parties acknowledge and agree that they intend that all disputes, controversies or claims of any kind, shall be referred by them to arbitration.
- 20.5 The cost of arbitration shall be paid as provided in the arbitration decision. Notice of the demand for arbitration shall be filed in writing with the other Party to this Agreement. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen and the inability to settle the same through correspondence and mutual consultations in accordance with the provisions of this Agreement has been unequivocally established.
- 20.6 Where either Party commits or prepares to commit an act that is in material breach of any provision of this Agreement, and such act, if

continued or allowed, could result in a breach of such provision or an unconscionable delay in obtaining any registrations contemplated herein, then without prejudice to the foregoing provisions, or the existence or commencement of any arbitration proceedings and/or negotiations thereunder, the other Party shall be entitled to prevent such breach or delay by applying for and obtaining an injunction or other restraining order, preventing such act being allowed or continued, from any court of competent jurisdiction in India or abroad.

- 20.7 **Jurisdiction:** The contents of the present Agreement shall be subject to the jurisdiction of the Courts at _____ only.

21. Miscellaneous

- 21.1 **Publicity:** The Architect or its employees and representatives and/or sub-consultants appointed by the Architect shall not use the name and/or trademark/logo of Principal in any sales or marketing publication or advertisement, or in any other manner without the prior written consent of Principal.
- 21.2 **Successors:** This Agreement binds the heirs, executors, administrators, successors and permitted assigns of the Architect with respect to all covenants herein, and cannot be modified except by written agreement executed by both Parties.
- 21.3 **Assignments:** The Architect shall not transfer, or assign this Agreement or any right or obligation under it to any other person, firm, company or entity without the prior written consent of Principal. If such assignment is as a result of operation of any laws, then Principal shall have the option on such assignment to terminate this Agreement and the Architect shall be liable to compensate Principal on account of earlier termination of this Agreement. Principal shall have a right to assign its rights under this Agreement to any of its subsidiary and/or affiliate company.
- 21.4 **Proprietary Rights:** The Architect agrees that work done by the Architect including but not limited to all information, reports, studies, flow charts, diagrams, drawings, technical specifications, estimates, design calculations and other intangible and tangible material of any nature whatsoever produced by or as a result of any of the Services rendered by the Architect shall be the sole and exclusive property of Principal. In furtherance thereof, the Architect agrees to grant, assign, transfer to Principal all rights, title and interest of any kind, in and to any work produced out of the Services rendered hereunder. The Architect shall not be entitled to make absolutely no use of any of the work produced by the Architect while rendering Services in terms of this Agreement save and except as may be expressly permitted in writing by Principal.
- 21.5 **Survival of Provisions:** The terms and provisions of this Agreement that by their nature and content are intended to survive the performance hereof by any or all Parties hereto shall so survive the completion and termination of this Agreement.
- 21.6 **Rights and Remedies:** All rights and remedies conferred under this

Agreement or by law shall be cumulative and may be exercised singularly or concurrently.

- 21.7 **Complete Agreement:** This Agreement, together with its Schedules constitutes the entire agreement and expresses the complete, exclusive and final understanding of the Parties with regard to the subject matter herein and supercedes all provisions, discussions, contracts or agreements. This Agreement may not be altered, amended or modified except in writing and signed by the Parties. In the event of any conflict or inconsistency between this Agreement, and the schedules the Agreement shall prevail.
- 21.8 **Restrictions:** The Architect shall not use the name or logo of Principal in any sales or marketing publication or advertising without the written consent of Principal. Further the Architect shall not advertise involvement with the project upto the completion, handover & successful opening of the branch. Any unauthorized solicitation of employees in any manner may result in termination of the Agreement.
- 21.9. **Co-operation:** The Parties shall provide each other with the fullest co-operation to best give effect to the provisions of this Agreement. No Party shall, either directly or indirectly, act or omit to act in a manner that would prevent or hinder giving effect to the provisions of this Agreement in any manner.
- 21.10 **Event of Force Majeure**
- 21.10.1 Neither party shall be liable for any delay in meeting or for failure to meet any of its obligations under this Agreement due to any Event of Force Majeure.
- 21.10.2 If either party is prevented from meeting any of its obligations due to any Event of Force Majeure, it shall promptly notify the other party in writing of the circumstances and the other party shall grant a reasonable extension for the performance of this Agreement, provided however that if either party shall have been so prevented from meeting its obligations for more than thirty days following receipt of such notice, then the other party may terminate this Agreement forthwith upon written notice.
- 21.10.3 In the event of termination of this Agreement under this provision, the parties shall negotiate their mutual obligations consequent thereto and in the absence of any agreement thereon, shall be liable to provide services/make payments to the extent practicable.
- 21.11 **Notices:** Any notice and other communication given or required to be given under this Agreement shall be in writing and shall be sent by recognised courier or by facsimile, provided that where such notice is sent by facsimile, a confirmation copy shall be sent by pre-paid registered post or by recognised courier within five days of the transmission by facsimile, only at the following address of the receiving Party, or at such other address as may be notified by the receiving Party to the other in writing, provided such change of address has been

notified at least ten days prior to the date on which such notice has been given under the terms of this Agreement.

PRINCIPAL

Attention: _____

The Architect

Attention: _____

Any notices and other communications shall be deemed to have been validly given if hand-delivered, then on the next business date after the date of delivery, if sent by recognised courier, then five days after the date of posting and if transmitted by facsimile, then on the next business date after the date of transmission.

- 21.12. **Amendment:** No modifications or amendments of this Agreement and no waiver of any of the terms or conditions hereof, shall be valid or binding unless made in writing and duly executed by both Parties.
- 21.13 **Waiver:** No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of this Agreement shall be construed as a waiver of any right under or arising out of this Agreement or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Agreement
- 21.14 **Forbearance:** No forbearance, indulgence, relaxation or inaction by any Party at any time to require the performance of any provision of this Agreement shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of this Agreement.
- 21.15 **Binding effect:** The Parties intend that the provisions of this Agreement shall be binding on them to the extent and in the manner stated herein. In the event the Architect sells, assigns or in any manner transfers to any person the whole or any part of his undertaking, the Architect shall require and ensure that such purchaser, assignee or transferee, as the case may be, shall be bound by the provisions of this Agreement.
- 21.16 **Severability:** It is intended that each section of this Agreement shall be viewed as separate and divisible and in the event that any section shall be held to be invalid or unenforceable, the remaining sections shall continue to be in full force and effect.
- 21.17 **Prior agreements:** This Agreement sets out the entire understanding of the Parties in respect of the subject matter hereof, and overrides any agreement or other document recording the understanding, negotiations

or commitments of the Parties on the subject matter hereof, prior to the date first above written

21.18 **Third party rights:** This Agreement is not intended and shall not be construed to confer on any person other than the Parties hereto, any rights and/or remedies herein.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS THE DAY AND YEAR FIRST INDICATED ABOVE

Authorised Signatory

PRINCIPAL.

Authorised Signatory

ARCHITECTURAL FIRM NAME

WITNESS

Name _____
Address: _____

WITNESS

Name _____
Address: _____

ANNEXURE A

(CONSIDERATION SCHEDULE)

Stage 1

On submitting the : __% of the total fees payable

Drawings/designs

detailed

specifications, bill of quantities,

drawings, fees payable

Structural and services design

together with estimates of cost

sufficient to invite tenders and

work to commence.

Stage 2

On award of contract to : __% of the total fees payable less
already paid.

Vendors and commencement of
Execution.

Stage 3

During execution of Site Works : __% of the total fees payable less
already paid.

Stage 4

On completion of Site works & Financial Closure

of Project, Handing over documentation

(within 1 month from the

date of completion)

: __% of the total fees payable less
already paid

Stage 5

On completion of the Defect Liability Period

(06 months from the

date of completion)

: ____% of the total fees payable less
already paid

ANNEXURE -B

SCOPE OF WORKS WITH COMPLETE INTERIOR FITOUTS INCLUDING RELEVANT SERVICES

DESIGN SCOPE OF WORKS

M/s _____ will provide the following services, listed in sequence from project inception through occupancy. This is to be read in conjunction with the scope of works and deliverables outlined in RFPS which will have equal applicability as if it is a part of this contract agreement.

Phase I – Program Development

- Organize kick off meeting with client team to identify roles and responsibility and finalize communication protocols. [SCOPE MATRIX]
- Carry out base building due diligence study. It covers survey information, time required to start works.
- Collate project requirements in a single document 'Statement of Requirements' [SOR]. Requirements are obtained through workshop, personal interview, filled up forms followed by conference calls, etc. SOR covers planning parameters, details of each trade and zone wise details
- Carry out Base building due diligence study. Obtain information about the Building and the Brief from the Client
- Assist the Client in the preparation of the Client's requirements, if not already defined
- Carry out such studies as may be necessary to determine the feasibility of the Client's requirements
- Development of Project brief to include identification of user requirements, layout and furniture options and review of building services systems, Services Timetable for the completion of the services
- Develop preliminary space plan incorporating the design program
- Prepare preliminary cost estimate for the design and construction
- Prepare preliminary layout of IT/ Network communications in discussions with Client's IT/ Networking Engineer
- Attend, as appropriate, regular Client and Design Team meetings
- Liaise, as appropriate, with the Landlord's Design Team (if applicable)

Phase II – Schematic Design and Design Development

- Review with the Client alternative design and construction approaches.
- Submit outline proposals for the Client's preliminary approval
- Develop a Scheme Design from approved outline proposals
- Provide information to, discuss proposals with and incorporate input of other consultants into Scheme Design
- Examine and advise on existing/base-build building systems
- Consult with Planning, Fire, Environmental and other statutory authorities
- In conjunction with the other consultants, submit a scheme design showing spatial arrangements, materials and appearance for the Client's approval
- Prepare schematic design for all service (Structure, M/E/P, Kitchen & Cafeteria) for compilation of design basis reports (DBR).
- Provide revised cost estimate based on approved Scheme Design
- Develop detail design from approved Scheme Design
- Provide architectural drawings for submission to Authority in the prescribed format for the approval. Make necessary amendment to Plans as advised by Liason Agency to seek necessary permission.
- During design development stage, present design status in the Design review meetings (frequency and schedule of such meetings to be finalized in consultation with Project Manager)
- Provide information to, discuss proposals with and incorporate input of Project Manager, Client representatives, User groups and other consultants into detail design
- Participate in and make available all resources necessary in order to become conversant with and able to fully utilize the Client's proposed 'Collaboration Tool' system
- Provide information required by EIA consultant for approvals.
- Detail drawings of all floors including basements and roof.
- Detail drawings of all elevations and sections

- Provide reflecting ceiling plan for all floors and vetting of all drawings received from consultants.
- Review, comment and approve incorporate services requirements in to architectural schematic design for finalisation and coordination of services (Structure, M/E/P, Kitchen & Cafeteria).
- Incorporate with the design inputs provided by the LEED, Energy, Transportation, Landscape, EIA, Landscape consultants and Liasoning agency, Lighting Vendors,etc. to be hired directly by the client. Co-ordination with all consultants directly appointed by the client for design and drawing finalization at each stage would lie with the Architect.
- Review probable project cost, based on detailed specifications and drawings prepared by all services (Structure, M/E/P, LEED, Energy, Transportation, Landscape, EIA, Kitchen & Cafeteria) as received from them and forward them to client for their review and final approval/s
- Provide Interior Design Services
- Advise on the selection of materials, equipments, furniture and fittings.
- Provide Space Planning Services

Phase III – Tendering/ Procurement stage

- Prepare detailed material and workmanship specifications in accordance with Building Regulation Requirements
- Prepare technical specifications to be incorporated in the tender document
- Preparation of detailed drawings to be included with tender documents for all work packages as decided at the outset of the project
- Preparation of final construction budget and schedule in consultation with the Project Manager
- Prepare Schedule of Rates and/or Quantities and/or Schedule for works for tendering purposes
- Coordinate with Project Manager to identify materials with long lead time
- Prepare applications for approvals under Building Acts and/or Regulations and other Statutory requirements

- Apply for approvals under Building Acts and/or Regulations and other Statutory
- Negotiate if necessary over Building Acts and/or Regulations and other Statutory requirements and revise documentation
- In conjunction with the other consultants, submit plans for proposed Building Works for approval of Landlord, Funders or others as requested by the Client.
- Obtain General Conditions of Contract, Tender form, Instructions to Tenderers and other relevant documents from the Project Manager and compile a consolidated Tender document by organizing all these documents in a sequential order, in active discussions with the Project Manager
- Obtain Client's as well as Project Manager's comments on the draft copy of tender documents and incorporate those comments in the final version of the document
- Provide detailed estimate, which correlates with the Schedule of quantities and rates prepared by the Architect or its consultants
- Prepare rate analysis for each and every item on the BOQ
- Provide a list of contractors to Project Manager for the purpose of pre-qualification of contractors for different trade packages
- Assist Project Manager in the pre-qualification process and provide rating to the contractor profiles
- Prepare Comparative statement, both Technical and Commercial and provide recommendations on the bids received for various packages
- In conjunction with the other consultants, advise on and obtain the Client's approval to a list of tenders for the Main and/or Sub-Contracts
- Appraise and report on tenders with other consultants
- Assist other consultants in negotiation with tenderers.
- In conjunction with other consultants, advise the Client on the appointment of the contractors and on the responsibilities of the parties and the Architect under the building contract
- Provide a phasing program and move schedules to assist the phased occupation of the permanent space as required. The architect will include for

all planning services to accommodate a phased occupation of the total space over a period of 12 months from Practical Completion

- Monitor the developer's shell and core base build construction works from inception through to fit-out commencement, and monitor and record that the developer's shell and core works are in total accordance with the agreed developers specification. The architect will provide the Client with regular Confirmation/Progress reports detailing Developer's base build progress and accordance of works with the agreed base build specification. **Delete if not applicable**

Phase IV – Contract Administration/ Construction coordination

- Participate in the Progress review meetings with the contractors conducted by Project Manager
- Visit the project site, once in 15 days during structural work and once in 7 days during finishing work, to become familiar with the process and quality of the project and to determine in general if the work is being performed in conformance with the design intent.
- Participate and provide constructive input and recommendations, whenever required, in other meetings as called by Project Manager, like Schedule review meeting, Submittal/ RFI review meeting, Change Authorization meetings, etc.
- Provide estimate of works for the proposed changes in the scope of work, which can be due to unforeseen conditions, due to Owner/ Client request, due to Design errors/ omissions or due to other miscellaneous reasons
- Provide good for Construction architectural drawings after incorporating all relevant inputs from all consultants. The Structure drawings shall be provided by respective Structural consultants, the MEP drawings shall be provided by respective MEP consultants, after thorough review and approval of the architect.
- Provide information to the cost consultants for the preparation of financial reports to the Client **(Delete if not applicable)**
- Review all technical submittals like Shop drawings, Samples, Coordination drawings and Product data submitted by contractors and provide timely response so as not to hamper the progress of works at site

- Review Request for Information submitted by contractors and provide timely response so as not to hamper the progress of works at site
- Review all extra claims by vendors and validate the same and the client along with the recommendations of the same.
- Provide revised drawings in lieu of the changes to the tender drawings during the course of project, well in time, so as not to hamper the progress of works at site
- Generally follow the Systems, Procedures and Formats established by Project Manager for managing the day to day execution of the project and respond appropriately in the formats
- Provide a weekly status report to Project Manager on the progress of works at site
- Review Non Conformance Notices and provide input
- Generally inspect materials delivered to the site
- As appropriate, instruct sample taking and carry out tests of materials, components, techniques and workmanship and examine the conduct and results of such test whether on or off site
- As appropriate, instruct the opening up of completed work to determine that it is generally in accordance with the Contract Documents
- The coordinated services drawing to be prepared by the architect within one month of award of all key services works packages (HVAC, plumbing and electrical)
- At intervals appropriate to the stage of construction, visit the works to inspect the progress and quality of the works and to determine that they are being executed generally in accordance with the Contract Documents
- Collaborate with, co-ordinate and control the clients specialist services contractors (Generators, chillers, UPS, BMS Controls, Networking, AV Equipment, Kitchen equipment, Fire Suppression and Security Installations).
- Provide relevant information for incorporation in the Health and Safety File
- As appropriate, visit the sites of the extraction and fabrication and assembly of materials and components, techniques and workmanship before delivery to site

- Monitor testing and commissioning procedures
- Carry out snagging inspections prior to practical completion as per the snag-list schedule prepared by Project Manager
- Prepare and certify 'as built' drawings and provide to the Project Manager for onward delivery to Client's Facilities team, no later than 2 weeks prior to Practical Completion
- Carry out handover process including review of operational, maintenance and cleaning manuals
- Carry out final snagging inspections at end of 1 year Defects Liability Period
- Collaborate with the other consultants to ensure that designs of the Engineering Services are developed in a manner compatible with the detailed structural and architectural designs
- Provide information for the preparation of Schedule of Rates and/or Quantities and/or Schedule for works for tendering purposes
- In conjunction with the other consultants, resolve "on-site" problems in relation to the works, which may from time to time arise
- Set the criteria and procedures for the testing and commissioning of plant and machinery, check the sub-contractors' proposals for the testing and commissioning procedures, witness the testing and commissioning of such plant and machinery, confirm that the performance of the installed systems comply with the criteria set by the Contract.
- Participate in commissioning of systems in order to ensure application of correct practices.
- Review of As-Built final record drawings and manuals prepared by the Contractor representing the final completed Project and forward the same to the Client.

ANNEXURE C - TIMELINES

1	Freezing project requirements and preparation of project scheme.			
2	Approval of Project scheme.			
3	Preparation of tender documents/construction drawings			
4	Order long lead time items			
5	Floating tenders/receipt of tenders/comparative statement and negotiations			
6	Award of works, PO issue and mobilisation			
7	Construction and other works			
8	Snags rectification			
9	Move in			
10	Preparation of handover documents			

ANNEXURE D – SCOPE MATRIX

ALL PROJECT PHASES			
TASK	CP	PM	AE
Project start and completion dates definition	R	S	S
Conducting and minuting all meetings with CL,PM,AE	I	R	I
Project concepts	S	I	R
Project budget which is in A/E scope	A	I	R
Purchase order amendments	R	S	S
Document control	A	R	S
Action item list	S	R	S
PM Contract Changes	R	S	-
AE Contract Changes	R	I	S
Construction Contract Changes	A	R	S
Direct Material Procurement Contract Changes	A	R	S
Master Schedule/Reports	A	R	S
Project reports-Construction related	I	R	S
Project reports-Design related	A	I	R
Project related records storage	I	R	S

PRELIMINARY DESIGN PHASE			
TASK	CP	PM	AE
Design criteria	S	S	R
User requirement specification & project Critical To Quality parameters	R	I	I
Site Survey	I	I	R
Evaluate material, system and equipment alternatives	A	S	R
Project Budgetary estimates with assumptions	A	S	R
Review existing drawings	I	S	R
Getting field survey done of existing conditions	I	I	R
Preliminary architectural concept design	A	I	R
Conducting review meetings with clients/PM	S	R	S
Identify & Manage Long Lead Materials & Equipment	S	R	S

ENGINEERING DEVELOPMENT / PROCUREMENT PHASE			
TASK	CP	PM	AE
Interiors drawings and specs.	A	I	R
Plumbing/Fire suppression drawings and specs.	A	I	R
Low side HVAC drawings and specs.	A	I	R
Gas piping and associated works drawings and specs.	A	I	R
IBMS/safety/security drawings and specs.	A	I	R
Electrical drawings and specs.	A	I	R
Networking Data/Voice active and passive systems, Audio visual drgs/ specs.	R	I	S
Client procured equipments(outside A/E scope) drawings & specs	R	I	I
Design co-ordination review	I	S	R
Construct ability review	I	R	S
Develop environment health and safety plan	A	R	S

Develop quality control plan for construction	A	R	S
Develop cost/schedule control plan	A	R	S
Bid package breakdown(s)	A	S	R
Construction bid Proposal forms	A	R	I
Engineering design review meetings	S	S	R
Detailed Construction Schedule	A	R	I
Sign-off final drawings , specifications and design basis	R	S	S
Technical specifications and Construction drawings -GFC	A	I	R
Submission of drawings required per various statutory bodies	I	S	R
Obtain permits from various statutory bodies	R	S	S
Pre-Qualify Construction Bidders/ tenderers	A	R	S
Selection of specialist vendors & makes of materials	A	S	R
Finalization of bidders/ tenderers who will quote for various packages	R	R	R
Develop construction general contract terms & conditions	A	R	S
Develop special conditions of contract for bidding	A	S	R
Finalized technical specifications and BOQ for bidding	A	S	R
Finalized drawings for bidding	A	S	R
Compiling bid documents and forwarding to PM	A	S	R
Floating bids to pre-selected contractors/vendors	I	R	I
Receipt of bids	I	R	I
Bid-techno commercial comparative statement	I	S	R
Pre-bid meetings	S	R	S
Bid document addenda	A	R	S
Bid evaluations, Technical and Commercial	A	S	R
Bid clarification conferences	S	R	S
Selection of final contractor	R	S	S
Collation of finalized contract documents	A	R	I
Purchase orders and contracts	R	S	I

CONSTRUCTION PHASE			
TASK	CP	PM	AE
Implement site quality control Program	A	R	I
Implement health and safety Program	A	R	S
Implement quality control program.	A	R	S
Implement cost/schedule control program	A	R	S
Solicit material samples from contractor	I	R	A
Solicit specified product data from contractor	I	R	A
Solicit shop drawings from contractor	I	R	I
Approval of shop drawings	I	S	R
Pre-construction meetings	S	R	S
Contractor Orientation	I	R	-
On-site construction status, planning, & coordination meetings	I	R	S
Interference resolution	I	R	S
Daily construction reports & records from contractors	I	R	-
Job progress photographs	I	R	I
Need Modification Request (NMR)/Design Modification request (DMR) management	A	S	R
RFI Management	S	R	S

Evaluate construction progress	I	R	I
Percent complete reports	I	R	-
Invoice evaluations, bill checking and certifications	I	R	S
Soliciting variation orders from contractors in case of quantity variations, operation of rate only items, and non-tender items	A	R	S
Construction Contract- Variation order Changes (No work without pre-approval)	R	S	S
Construction contract change estimates	A	R	S
Evaluation of contractor quotations for non bid/tender items-Soliciting detailed rate analysis and supporting docs.	A	R	S
Clarify design intent and interpret drawings & technical specifications in case of ambiguity	I	S	R
Fabrication shop inspection- Local and outstation as required	I	R	S
Contractor payments upon issue of payment certificate by PM	R	S	-
Inspection and testing report reviews	I	R	S
Engineering field observations	I	R	S
Customs and excise clearance	R	S	-
Co-ordination and follow up of non A/E scope of works	R	S	-
Materials receiving storage and issue by Client storekeeper (client supply only)	R	I	-
Resolve non conformances of construction work	A	R	S

POST-CONSTRUCTION PHASE			
TASK	CP	PM	AE
Commissioning and start-up	I	R	S
Coordinate post-construction demobilization	S	R	-
Invoice evaluations and final bill certifications	A	R	-
Contractor payments of final bills	R	S	-
Operation and maintenance manuals	A	R	-
Contract close-out	A	R	-
Training manuals from contractors	A	R	-
Warranties from contractors	A	R	-
Guarantees from contractors	A	R	-
Certificate of occupancy	A	R	-
Management of Client move-in	S	R	S
Snag/Punch lists(Generation and until certification of completion)	A	R	S
Acceptance of completed work and issuing completion certificate in accordance with contract docs to CL	A	R	S
"As-built" measurement requirements	A	R	S
"As-built" measurements	I	R	I
"As-built" docs checked for compliance from contractors	A	S	R

ORGANIZATIONS	
CP : Client's Project Manager (Project in Charge)	
PM : Project Management Firm	AE : Architect-Engineer

ROLES	
R: Responsible Organization Prime responsibility for the task, including coordination with others	A: Approval Organization Approval authority for the task
S : Support Organization Provides assistance to the responsible organization	I: Informed Organization Receives notification of outcome from responsible organization