

Architecture is a social art that touches all human beings at all levels of their existence everywhere and everyday. This is the only discipline, which encompasses the four major fields of human endeavor-Humanities, Science, Art, and Technology, actually putting into practice the professional inputs drawn from them. In sum, Architecture is the matrix of human civilization - an authentic measure of the social status, and an evocative expression of the ethos of an era. When conserved, it is heritage and when in ruins, it becomes archaeology, reconstructing tell-tale pictures of the past civilizations.

The demands on the profession over the years have become much more complex in nature and much wider in scope. Architecture uses the philosophic wholesomeness of Humanities, the logical rationalism of Science, the passionate imagination of Art and the inexhaustible resources of Technology. It calls for originality, creativity, conceptualization, perception, aesthetic values, and a holistic judgment of people, places, objects and events.

Architecture is primarily the art and science of designing spaces for serving the multifarious activities of human beings and for meeting their specific needs in a meaningful built environment. When various engineering services are rationally combined with Architecture's basic elements of Space, Structure and Form, the performance of human functions and the operation of mechanical utilities become efficient, pleasant and fulfilling. However, in its broadened scope and baffling complexity, Architecture has generated specializations such as Structural Design, Urban Design, City Planning, Landscape Architecture and Interior Architecture. Retrofitting of Buildings, Architectural Conservation, and Construction Management have also lately emerged as specializations. Each of these compliments and supports each other.

Creativity is the essence of architecture and harmony an essential aim of architects. Architecture that has been recognized as great, in the historic past as well as in our own time, has been harmonious with nature and its immediate environment. These are the essential tenets of design which architects aspire to follow.

Architecture Design essentially is a product of an individual mind but realized through association of experts from allied fields who contribute in the process of construction. Mutual respect and understanding work wonders for ensuring high quality of the end-product.

The architectural profession feels deeply concerned towards national priorities in the fields of energy conservation, ecology, environmental pollution, protection and preservation of architectural heritage and their precincts, low-cost housing, urban renewals, rural up-liftment, economic development at local and district levels, etc. in the interest of quality of life both in rural and urban settlements.

The practice of the architectural profession is regulated by the Architects Act, 1972, and the regulations framed there under. The Council of Architecture has prescribed the Conditions of Engagement and Scale of Charges under the Architects (Professional Conduct) Regulations, 1989. The documents stipulate the parameters within which the Architect is required to function. These define the responsibilities, the scope of work and services, and prescribe the mandatory minimum scale of professional charges with a view for making the Client fully aware of the duties and services which he may expect from the Architect.

The professional services required by the client may not be comprehensive in scope in all cases and accordingly a clear understanding between the two must be arrived at. The Council of Architecture has prescribed the Conditions of Engagement based on general practice of the profession in India. These documents are applicable to all registered architects and such

Architects who have specialized in areas such as Structural Design, Urban Design, City Planning, Landscape Architecture, Interior Architecture and Architectural Conservation.

The revised version of these documents reflects the Council's response to the many challenges which the profession of Architecture is facing at present, and is constantly endeavoring to meet them with active concern and unflinching commitment.

* Prescribed under regulation 2(I) (xii) of the Architects Professional Conduct Regulations, 1989. This revised document was approved by the Council of Architecture at its 40th Meeting held on 12th and 13th April, 2002, vide Resolution No. 303.

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 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 design.
- 1.6 Electrical, electronic, communication systems and 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 systems 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 & 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 measures 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.

DRAWINGS FOR CLIENT'S STATUTORY APPROVALS [STAGE 3]:

- 2.07 Prepare drawings necessary for Client's/ statutory approvals and ensure compliance with codes, standards and legislation, as applicable and assist the Client in obtaining the statutory approvals 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 & works and other conditions of contract.

APPOINTMENT OF CONTRACTORS [STAGE 5]:

- 2.09 Invite, receive and analyse tenders; advise Client on appointment of contractors.

CONSTRUCTION STAGE [STAGE 6]:

- 2.10 Prepare and issue working drawings and details for proper execution of works during construction.
- 2.11 Approve samples of various elements and components.
- 2.12 Check and approve shop drawings submitted by the contractor/vendors.
- 2.13 Visit the site of work, at intervals mutually agreed upon, to inspect and evaluate the Construction Works and where necessary clarify any decision, offer interpretation of the drawings/specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance with the conditions of contract and keep the Client informed and render advice on actions, 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 direction of the 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 and drawings for the project as required and assist the Client in obtaining "Completion/Occupancy Certificate" from statutory authorities, wherever required.
- 2.17 Issue two sets of as built drawings including services and structures.

3. PROFESSIONAL FEE:

- 3.01 In consideration of the professional services rendered by the Architect, he shall be paid professional fee and other charges in accordance with the Scale of Charges.
- 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 charged by the Architect in relation to the services provided.
- 3.03 Scale of Charges
Scale of charges for the Comprehensive Architectural Services for the Project as per the scope mentioned above is of the actual cost of work

4. SCHEDULE OF PAYMENT:

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

Retainer: On appointment/Signing of Agreement Acceptance of offer.	INR 15% of the total fee
Stage 1 On submitting conceptual designs and rough estimate of cost.	30 % of the total fee payable
Stage 2 On submitting the required preliminary scheme for the Client's approval along payment already made at Stage 1	35 % of the total fee payable, less with the preliminary estimate of cost.
Stage 3 (a) On incorporating Client's suggestions and submitting drawings for approval from the Client/statutory authorities, if required. (b) Upon Client's / statutory approval necessary for commencement of construction, wherever applicable.	50 % of the total fee payable, less payment already made at stages 1 to 3(a)
Stage 4 Upon preparation of working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and preparation of tender documents.	65 % of the total fee payable, less payment already made at stages 1 to 3(b)
Stage 5 On inviting, receiving and analyzing tenders; advising Client on appointment of contractors.	75 % of the total fee payable, less payment already made at stages 1 to 4.
Stage 6 (a) On submitting working drawings and details required for commencement of work at site.	95 % of the total fee payable, less payment already made at stages.
Stage 7 On submitting Completion Report and drawings for issuance of completion/ occupancy certificate by statutory authorities, wherever required.	100 % of the total 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 will be 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 Stages 2 to 4: On preliminary estimate of cost.
- 5.1.4 At Stages 5 to 6: Accepted tender cost.
- 5.1.5 At Stage 7: Actual total cost.
- 5.2 Progressive, on account, payments shall be made by the Client to the Architect against any of the above stages based on the quantum of work done during that stage, as may be mutually agreed to between the Client and the 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 contractor supplying all labour and new materials.
- 5.5 The actual cost of the completed works shall include cost of execution of assigned works, referred to in Scope of Work and also the cost of equipment & machinery such as transformers, DG Sets, Sub-stations, Lifts, Air Conditioning Machines, Pumps & Motors, later and Sewage Treatment Plant, etc., but excluding the cost of land.

6. DOCUMENTATION AND COMMUNICATION CHARGES:

Apart from the professional fee, the Client shall pay to the Architect Documentation and Communication charges as additional charges @ 10% of the professional fee payable at each stage to the Architect.

7. REIMBURSABLE EXPENSES:

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

- 7.01. 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 work and in connection with the performance of duties referred to in this agreement.
- 7.02. Cost of presentation models, computer simulation, presentation drawings, etc., prepared at the instance of the Client for 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, paths, trees, existing structures, existing service and utility lines and such lines to which the proposed service 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 specialised consultants in consultation with the 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/CPMV 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 different stages.
- 9.06 The Architect shall not make any deviations, alterations or omissions from the approved drawings, involving financial implications 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
- 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 the Conditions of Contract.
- 9.09 Any revision in the drawings, 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, prepare 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 anyone 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 fees, 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 person, except for the repetition 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 the failure is not caused by the one initiating the termination.
- 13.2 When termination of this Agreement is not related or attributable, directly or indirectly to any act, omission, neglect or default on the part of the Architect, the Architect shall be entitled to professional fees as stipulated under Clause 4 and sub-clauses 9.09 and 9.11 of Clause 9.
- 13.3 In the event of Architect's firm closing its business or the Client having terminated the agreement, the Client shall have the right to employ another Architect to complete the work, after making payment to previous architect's firm

14. INTERPRETATION:

In case of any ambiguity or difficulty in the interpretation of the Conditions of Engagement and Scale of Charges, the interpretation of the Council of Architecture shall be final and binding on the Architect and the 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 done or to be done in pursuance hereof, such disputes and differences shall be referred for arbitration to the Council of Architecture. The arbitrator shall be appointed by the President, 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 on the Architect and the Client.

For

ARCHITECTONIC ATELIER

(ARAVINDA BABU.H. N)

CA/2012/55797

DATE:

Signature of the client

CLIENT'S NAME

DATE:

WITNESS-01

WITNESS-02