

# **Council of Architecture**

## **ARCHITECTURAL PRACTICE\* (COA/DOC/03/2002/APR/12 & 13)**

### **CONDITIONS OF ENGAGEMENT AND SCALE OF CHARGES**

#### **PREFACE**

*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 endeavour : 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 judgement 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, Construction Management have also lately emerged as specializations. Each of these compliment and support each other.*

*The primary objective of Structural Design is to evolve a strong, durable and an efficient skeleton so that the space which architecture encloses, and the form in which it expresses itself as interior content and an exterior container, becomes an organic extension of one another. Structure is so fundamental to architecture that it actually determines its two-pronged functions; the utilitarian appropriateness and the expressive power of aesthetics. Structural design as a creative discipline assumes an indispensable position as a natural extension of Architectural Design. Endowed with an extraordinary power of conceptualization and creativity, an architect can conjure up unprecedented structural systems leading to the genesis of design-ideas introducing new concepts of Space and Form. In other words, the architect's contribution to structural design can effectively bring about qualitative change in the built-environment to stimulate the advancement of society towards a higher order of civilization.*

*Urban Design is architecture of the cities, highly complex and gargantuan in scale. The primary aim of urban design is to imbibe and maintain a sense of identity and harmony among buildings, open spaces and other structures by means of a pleasant and memorable visual imagery throughout the length and breadth of an urban setting. Accessibility at city-level and the movement at all levels must be designed to operate smoothly. Volumetric relationships, harmonious spatial sequences, transition from buildings to open spaces, streetscape and the services infrastructure must together invest a townscape with an exclusive imageability.*

---

\* Prescribed under regulation 2(1)(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.

*Landscape Architecture deals with the analysis, planning, design, management, preservation and rehabilitation of land and also determines the environmental impact. It is a science capable of objective analysis and synthesis leading to an ecologically-sensitive design, which is self-sustainable. It integrates from the very conception, the elements of architecture, urban design and civil engineering for meaningful and practical solutions. Landscape architecture covers a wide spectrum of professional expertise, ranging from landscape planning at the regional and city scale on the one end, to the small and medium scale of public and private landscape at the other. It involves dealing with such sites as office plazas/ public squares, highways, city parks/ national parks, housing developments, institutional campuses, zoological and botanical parks.*

*In case of Interior Architecture, the primary objective is to generate a purposeful ambience such as would stimulate the user's creative potential through multifarious activities. It must facilitate the individual's sense of orientation, identification and eventual appropriation of architectural spaces, that meld the interiors and exteriors into symbiotic relationships through varied experiences of scale, volume, light and shade. Interiors are not only to protect the users from the extremes of weather but also to nurture them emotionally. Since the interior spaces are truly the life-force of any building, they must be designed (and not decorated) as detailed artistic articulation of the basic architectural concept with deep insight and sensitivity to fulfill the fundamental functional and aesthetic needs that are efficient and pleasant to live and work in. The development of design is a very conscious act and it infuses life into interiors subconsciously.*

*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 upliftment, 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 thereunder. 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 to 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 endeavouring to meet them with active concern and unflinching commitment.*

# 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 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 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.

## **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.	—	Rs. 20M* or 5% of the total fees payable, whichever is higher, adjustable at the last stage.
--	---	--

### **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 Stage 1.
--	---	---

### **Stage 3**

a. On incorporating Client's suggestions and submitting drawings for approval from the Client/ statutory authorities, if required.	—	30% 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 payment already made at Stages 1 to 3a.

### **Stage 4**

Upon preparation of working drawings, specifications 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.
---	---	--

---

\*Refer explanatory note 3 under Scale of charges.

## Stage 5

On inviting, receiving and analysing 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 submitting 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  | — | 70% of the total fees payable less payment already made at Stages 1 to 6a.      |
|    | (ii) On completion of 40% of the work   | — | 75% of the total fees payable less payment already made at Stages 1 to 6b(i).   |
|    | (iii) On completion of 60% of the work  | — | 80% of the total fees payable less payment already made at Stages 1 to 6b(ii).  |
|    | (iv) On completion of 80% of the work   | — | 85% of the total fees payable less payment already made at Stages 1 to 6b(iii). |
|    | (v) On Virtual Completion   | — | 90% of the total fees payable less payment already made at Stages 1 to 6b(iv).  |

## Stage 7

On submitting Completion Report and drawings for issuance of completion/ occupancy certificate by statutory authorities, wherever required and on issue of as built drawings. — 100% of the fees 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 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 6b | : | 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, Water 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, @ 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/ 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/ 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, upto 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 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 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's 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 the 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.

# URBAN DESIGN

## 1. SCOPE OF WORK :

The Architect is required to provide services for Urban Design /Urban Renewal Scheme in respect of the following :

### PART I - URBAN DESIGN/ URBAN RENEWAL

- 1.1 Taking Client's instructions and preparation of design brief.
- 1.2 Site evaluation, analysis of architectural character, social issues and heritage.
- 1.3 Feasibility study.
- 1.4 Preliminary proposal for development/ re-development and their impact on immediate environs.
- 1.5 Volumetric study and Urban form recommendations including pedestrian / vehicular movement and parking.
- 1.6 Architectural controls/ guidelines.
- 1.7 Conceptual design of :
  - i. Site development, services and their interconnectivity.
  - ii. Landscape Architecture.
  - iii. Architectural Conservation.
  - iv. Graphic Design and Signage.

### PART II – SITE DEVELOPMENT

- 1.8 Comprehensive Architectural Services beyond Part I with regard to external Engineering Services and related buildings / structures; Roads, pathways, culverts & bridges; boundary walls, gates.

### PART III – LANDSCAPE ARCHITECTURE

- 1.9 Landscape Architectural Services beyond Part I with regard to public spaces.

## 2. SCHEDULE OF SERVICES :

The Architect shall, after taking instructions from the Client, render the following services:

### PROGRAMMING AND SITE EVALUATION [STAGE 1] :

- 2.01 Ascertain Client's requirements, examine site constraints & potential ; and prepare a design brief for Client's approval.
- 2.02 Study of existing land use in and around the project area.
- 2.03 Study of contextual issues, socio-cultural aspects, landscape features and built form etc.
- 2.04 Study of existing infrastructure, accessibility, circulation pattern and parking.
- 2.05 Prepare report on site evaluation, state of existing buildings, if any ; and analysis with basic approach to circulation, activity distribution, interconnectivity and external linkages including rough estimate of project cost based on allowable FAR/ re-development objectives.
- 2.06 Assessment of impact of development/ re-development plan on the project area and its immediate environs.
- 2.07 Furnish report on measures required to be taken to mitigate the adverse impact, if any, of the existing and/ or proposed development / re-development on its immediate environs.

### CONCEPT DESIGN [STAGE 2] :

- 2.08 Preparation of concept design of the area showing circulation pattern, zoning of various land uses and relevant details, development/re-development strategy.



- 2.09 Assessment of utility services and their interconnectivity.
- 2.10 Furnish revised rough estimate of project cost based on FAR used in concept design/re-development objectives.
- 2.11 Preparation of three dimensional form in relation to open spaces, model showing the proposal and surrounding areas.
- 2.12 Submission of model and Conceptual design to the Client/ statutory authorities for approval & ensure compliance with codes, standards and legislation, as applicable and carry out necessary changes as may be required.

#### **DETAILED DESIGN [STAGE 3] :**

- 2.13 Preparation of drawings showing the common facilities for circulation, parking, open spaces and external Architectural form.
- 2.14 Preparation of drawings showing Architectural controls/ guidelines, features and specifications.
- 2.15 Preparation of drawings showing schematic network of services.
- 2.16 Preparation of drawings showing landscape, street furniture and graphic signage.
- 2.17 Furnish modified project cost.
- 2.18 Furnish urban design report including implementation strategy.
- 2.19 Prepare detail designs of various external elements and components.
- 2.20 Presentation of the urban design study to the statutory authorities for approval and ensure compliance with codes, standards and legislation, as applicable and carry out necessary changes as may be required.

#### **IMPLEMENTATION [STAGE 4] :**

- 2.21 Provide Comprehensive Architectural Services with regard to Site Development works, if assigned.
- 2.22 Provide Landscape Architectural Services with regard to public spaces, if assigned.
- 2.23 Review and certification of detailed Architectural design of each of the constituent components for construction or development within the area under urban design/ urban renewal before approval by statutory authorities.

#### **EXCLUSIONS :**

- 2.24 The above scope of work will not include any architectural details which are not relevant to external envelope.

### **3. PROFESSIONAL FEE :**

- 3.1 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 for Urban Design/ Urban Renewal, Site Development and Landscape Architecture, as assigned.
- 3.2 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.

### **4. SCHEDULE OF PAYMENT :**

- 4.1 Urban Design/ Urban Renewal

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. | — Rs.20 M* or 5% of the total fees payable, whichever is higher, adjustable at the last stage. |
|--|--|

#### **Stage 1**

- |   |                                 |
|---|---------------------------------|
| On submitting preliminary report containing site evaluation, development/ re-development impact assessment, feasibility study, volumetric study and urban form recommendations along with rough estimate of project cost. | — 10% of the total fees payable |
|---|---------------------------------|

---

\*Refer explanatory note 3 under Scale of charges.

## Stage 2

- |   |   |   |
|---|---|---|
| a. On submitting concept design and revised rough estimate of project cost.   | — | 25% of the total fees payable less payment already made at Stage 1.   |
| b. On incorporating Client's suggestions and submitting model and final design and approval thereof from the Client / statutory authorities, if required. | — | 45% of the total fees payable less payment already made at Stages 1 and 2a, to be released in two equal instalments on submission and approval. |

## Stage 3

- |  |   |  |
|--|---|--|
| a. On submitting drawings showing the common facilities for circulation, parking, open spaces and external Architectural form.   | — | 55% of the total fees payable less payment already made at Stages 1 to 2b.   |
| b. On submitting drawings showing Architectural controls, features and specifications.   | — | 65% of the total fees payable less payment already made at Stages 1 to 3a.   |
| c. On submitting drawings showing schematic network of services, landscape, street furniture, graphic signage and modified estimate of project cost and approval thereof from the Client/ statutory authorities. | — | 80% of the total fees payable less payment already made at Stages 1 to 3b, to be released in two equal instalments on submission and approval. |
| d. On submitting urban design report.  | — | 85% of the total fees payable less payment already made at Stages 1 to 3c.   |

## Stage 4

- |   |   |  |
|---|---|--|
| On completion of review and certification of detailed Architectural designs of each of the constituent components for construction or development within the area under urban design, before approval by statutory authorities or on expiry of five years after stage 3d above. | — | 100% of the fees payable less payment already made at various stages and retainer. |
|---|---|--|

### 4.2 Site Development

The stages of payment for Site Development works beyond Part I shall be same as for Comprehensive Architectural Services.

### 4.3 Landscape Architecture

The stages of payment for Landscape Architectural Services beyond Part I shall be same as for Landscape Architecture.

## 5. EFFECTING PAYMENT TO THE ARCHITECT :

- 5.1 The payment due to the Architect for Urban Design/ Urban Renewal works, at different stages, shall be computed in accordance with Scale of Charges.
- 5.2 The payment due to the Architect for Site Development and Landscape Architecture works, at different stages, shall be computed in accordance with the respective services.
- 5.3 Progressive, on account, payments shall be made by the Client to the Architect against any of the stages based on the quantum of work done during that stage as may be mutually agreed to between the Client and the Architect.

## 6. DOCUMENTATION AND COMMUNICATION CHARGES :

Apart 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/ 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 required 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 broad Time Schedule for implementation of the project.
- 9.05 The Architect shall supply to the Client, free of cost, upto 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 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 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 2b, 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's 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 the 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.

# LANDSCAPE ARCHITECTURE

## 1. SCOPE OF WORK :

The Architect is required to provide services in respect of the following:

- 1.1 Site appraisal and suitability.
- 1.2 Site planning.
- 1.3 Landform and grading.
- 1.4 Surface drainage design and water management.
- 1.5 Irrigation design.
- 1.6 Open space design - hard and soft areas.
- 1.7 Planting design.
- 1.8 Landscape structures and features.
- 1.9 Garden Furniture design.
- 1.10 Illumination design.
- 1.11 Graphic design and signage.
- 1.12 Co-ordination of external services.
- 1.13 Periodic inspection and evaluation of works at site.

## 2. SCHEDULE OF SERVICES :

The Architect shall, after taking instructions from the Client, render the following services :

### CONCEPT DESIGN [STAGE 1] :

- 2.01 Carry out site analysis and furnish a site appraisal report with regard to the potential of the site vis-à-vis activities.
- 2.02 Prepare drawings and documents to enable the Client to get done the detailed survey and soil investigation at the site of the project.
- 2.03 Furnish preliminary scheme for site planning.
- 2.04 Prepare conceptual landscape design with reference to requirements given and prepare rough estimate of cost on area basis.

### PRELIMINARY DESIGN AND DRAWINGS [STAGE 2] :

- 2.05 Modify the conceptual design incorporating required changes and prepare the preliminary drawings, sketches, etc. for the Client's approval along with preliminary estimate of cost on area basis.

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

- 2.06 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] :

- 2.07 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]:

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

### CONSTRUCTION [STAGE 6] :

- 2.09 Prepare and issue working drawings and details for proper execution of works during construction.
- 2.10 Approve samples of various elements and components.
- 2.11 Check and approve shop drawings submitted by the contractor/ vendors.
- 2.12 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.
- 2.13 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.
- 2.14 Issue Certificate of Virtual Completion of Civil Works and plantation.

## COMPLETION [STAGE 7] :

2.15 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.

2.16 Issue two sets of as built drawings including services, structures and plantation.

### 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.

### 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 the offer. — Rs. 20 M\* or 5% of the total fees payable, whichever is higher, adjustable at the last stage.

#### 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 Stage 1.

#### Stage 3

On incorporating Client's suggestions and submitting drawings for obtaining approval from the Client/ statutory authorities, if required. — 35% of the total fees less payment already made at Stages 1 and 2.

#### Stage 4

Upon statutory approval, if required and preparation of working drawings, specifications 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 3.

#### Stage 5

On inviting, receiving and analysing 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 submitting working drawings and details required for commencement of work at site. — 65% of the total fees less payment already made at Stages 1 to 5.

b. (i) On completion of 20% of the work. — 70% of the total fees payable less payment already made at Stages 1 to 6a.

(ii) On completion of 40% of the work. — 75% of the total fees payable less payment already made at Stages 1 to 6b(i).

(iii) On completion of 60% of the work. — 80% of the total fees payable less payment already made at Stages 1 to 6b(ii).

(iv) On completion of 80% of the work. — 85% of the total fees payable less payment already made at Stages 1 to 6b(iii).

(v) On Virtual Completion. — 90% of the total fees payable less payment already made at Stages 1 to 6b(iv).

#### Stage 7

On submitting Completion Report and drawings for issuance of completion/ occupancy certificate by statutory authorities, wherever required and on issue of as built drawings. — 100% of the fees payable less payment already made at various Stages and retainer.

---

\* Refer explanatory note 3 under Scale of charges.



## **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 be computed on the following basis :
- |       |                   |   |                                  |
|-------|-------------------|---|----------------------------------|
| 5.1.1 | At 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 6b | : | 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 deduction 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 Pumps & Motors, 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, @ 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/ 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 soil test as required by the Architect.
- 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/ 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, upto 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 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 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 curtailment 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's 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 & 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 the 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.

# INTERIOR ARCHITECTURE

## 1. SCOPE OF WORK :

The Architect is required to provide services in respect of the following :

- 1.1 Site evaluation and assessment.
- 1.2 Interior design – space planning/ development & volumetric study.
- 1.3 Architectural additions and alterations.
- 1.4 Design of fixed items of work, loose furniture & interior related civil works.
- 1.5 Illumination design.
- 1.6 Sound and acoustic design.
- 1.7 Graphic design and signage.
- 1.8 Indoor plantscape.
- 1.9 Selection of materials, equipment and other interior related elements.
- 1.10 Integration of all Engineering services.
- 1.11 Periodic inspection and evaluation of works at site.

## 2. SCHEDULE OF SERVICES :

The Architect shall, after taking instructions from the Client, render the following services :

### CONCEPT DESIGN [STAGE 1] :

- 2.01 Furnish a site evaluation and analysis report with basic approach to circulation, activity distribution, interaction and external linkages.
- 2.02 Analyse schedule of spaces in relation to activities and site potential.
- 2.03 Prepare conceptual designs with reference to requirements and prepare rough estimate of cost on area basis.

### PRELIMINARY DESIGN [STAGE 2] :

- 2.04 Modify the conceptual designs incorporating required changes, prepare the preliminary drawings, interior views and schedule of finishes for the Client's approval along with the preliminary estimate of cost on area basis.

### DRAWINGS FOR CLIENT'S /STATUTORY APPROVAL [STAGE 3] :

- 2.05 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] :

- 2.06 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] :

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

### CONSTRUCTION [STAGE 6] :

- 2.08 Prepare and issue working drawings and details for proper execution of works during construction.
- 2.09 Approve samples of various elements and components.
- 2.10 Check and approve shop drawings submitted by the contractor/ vendors.
- 2.11 Visit the site of work and fabrication workshop, at intervals mutually agreed upon, to inspect and evaluate the progress of 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.
- 2.12 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.
- 2.13 Issue Certificate of Virtual Completion of works.

**COMPLETION [STAGE 7] :**

- 2.14 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.
- 2.15 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.

**4. SCHEDULE OF PAYMENT :**

The Architect shall be paid professional fee in 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.	—	Rs. 20 M* or 5% of the total fees payable, whichever is higher, adjustable at the last stage.
--	---	---

**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 Stage 1.
--	---	---

**Stage 3**

On incorporating Client's suggestions and submitting drawings for obtaining approval from the Client/ statutory authorities, if required.	—	35% of the total fees less payment already made at Stages 1 and 2.
---	---	--

**Stage 4**

Upon Client's approval/ statutory approvals and preparation of working drawings, specifications 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 3.
--	---	---

**Stage 5**

On inviting, receiving and analysing tender; 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 submitting working drawings and details required for commencement of work at site.	—	65% of the total fees less payment already made at Stages 1 to 5.
b. (i) On completion of 20% of the work		70% of the total fees payable less payment already made at Stages 1 to 6a.
(ii) On completion of 40% of the work		75% of the total fees payable less payment already made at Stages 1 to 6b(i).
(iii) On completion of 60% of the work		80% of the total fees payable less payment already made at Stages 1 to 6b(ii).
(iv) On completion of 80% of the work		85% of the total fees payable less payment already made at Stages 1 to 6b(iii).
(v) On Virtual Completion		90% of the total fees payable less payment already made at Stages 1 to 6b(iv).

**Stage 7**

On submitting Completion Report and drawings for issuance of completion/ occupancy certificate by statutory authorities, wherever required and on issue of as built drawings.	—	100% of the fees payable less payment already made at various stages and retainer.
---	---	--

---

\* Refer explanatory note 3 under Scale of charges.

## **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 be computed on the following basis:
- 5.1.1 At 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 6b : 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 material or labour or carriage is provided by the Client, the percentage of 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, but excluding the cost of premises.

## **6. DOCUMENTATION AND COMMUNICATION CHARGES :**

Apart 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/ 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 location plan, measured drawings and photographs of existing space with full structural and relevant details, existing services and common outlets to which proposed services can be connected. In case such information is not readily available, the Client shall arrange for the collection of necessary information and pay for the same.
- 8.04 To furnish specific conditions/ statutory stipulations/ codes of practice/ schedule of rates, etc. desired to be followed.
- 8.05 To pay all the fees, levies, security deposits and expenses in respect of statutory sanction.
- 8.06 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.
- 8.07 To honour Architect's bills within one month of its submission.
- 8.08 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/ 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, upto 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 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 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 curtailment 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's 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 & 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 the 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 his Client.



## SCALE OF CHARGES

Type of Project/ Services	Scope of Work & Services	Minimum fees/ Reimbursable expenses
<b>1. Comprehensive Architectural Services</b>		
1.1 Housing	As described for Comprehensive Architectural Services in the Conditions of Engagement including Site Development but excluding Landscape Architecture, Interior Architecture, Graphic Design and Signage.	i) Single Block Housing and sites upto 0.5 hectare : 5 Percent on the cost of works assigned. ii) For a site more than 0.5 hectare and upto 2.5 hectares: 3.5 Percent on the cost of works assigned. iii) For a site more than 2.5 hectares and upto 5 hectares : 2.5 Percent on the cost of works assigned. iv) For a site more than 5 hectares : 2 Percent on the cost of works assigned. v) Individual House : 7.5 Percent on the cost of works assigned.  Note : The fees payable in marginal cases in respect of clauses (iii) to (v) shall not be less than the maximum fee payable in their respective preceding clauses.
1.2 All projects other than housing	As described for Comprehensive Architectural Services in the Conditions of Engagement including Site Development but excluding Landscape Architecture, Interior Architecture, Graphic Design and Signage.	5 Percent on the cost of works assigned.
1.2.1 Repetition of the building in the same campus	As described for Comprehensive Architectural Services in the Conditions of Engagement except Landscape Architecture, Interior Architecture, Graphic Design & Signage and Site Development.	2.5 percent on the cost of works assigned.
1.2.2 Repetition of the building at a different site	As described for Comprehensive Architectural Services in the Conditions of Engagement except Landscape Architecture, Interior Architecture, Graphic Design & Signage and Site Development.	3.5 percent on the cost of works assigned.
1.3 Site Development [except 1.1 and 1.2]	As described for Comprehensive Architectural Services in the Conditions of Engagement except Landscape Architecture, Interior Architecture, Graphic Design and Signage [except 1.1 and 1.2].	2.5 Percent on the cost of works assigned.
1.4 Architectural Conservation/ Retrofitting/ Additions and alterations	As described for Comprehensive Architectural Services in the Conditions of Engagement except Landscape Architecture, Interior Architecture, Graphic Design and Signage.	7.5 Percent on the cost of works assigned.
<b>2. Urban Design</b>	As described for Urban Design/ Urban Renewal in the Conditions of Engagement.	i) For all projects except Housing: 1 percent on the cost of works assigned, to be computed at a rate of Rs 6M per Sq.mt. of proposed built-up area. ii) Housing Projects : 20 percent of the fee payable for housing, as stated in sub-clause 1.1 above, on the cost of works assigned, to be computed at a rate of Rs 6M per Sq.mt. of proposed built-up area. iii) In case of Urban Renewal projects fee payable shall be 1.5 times of the fee stated above based on actual cost of works assigned.  Above fees are subject to a minimum of Rupees 250M.

Type of Project/ Services	Scope of Work & Services	Minimum fees/ Reimbursable expenses
<b>3. Interior Architecture/ Graphic design and signage</b>	As described for Interior Architecture in the Conditions of Engagement.	7.5 percent on the cost of works assigned
<b>4. Landscape Architecture</b>	As described for Landscape Architecture in the Conditions of Engagement.	7.5 percent on the cost of works assigned
<b>5. Site visits</b>	<p>Visits by an Architect/consultant in connection with Project for which commissioned.</p> <p>i) Outstation Visit</p> <p>(a) Travelling, Boarding &amp; Lodging Expenses</p> <p>(b) For each day</p> <p>ii) Local site visit/ field visit</p>	<p>Actual Air/ AC First Class Fare (to &amp; fro), AC Car, Boarding &amp; Lodging Expenses and Local Transport.</p> <p>Rs. 3M</p> <p>Rs. 1M</p>
<b>6. Advisory Consultancy</b>	<p>i) Outstation</p> <p>ii) Local</p>	<p>All as above at 5 i) (a) plus Rs. 10M per day or part thereof.</p> <p>Rs. 4M per day or part thereof.</p>
<b>7. Documentation and Communication Charges</b>	Applicable on all professional fee payable to the Architect.	10 percent of the professional fees.
<b>8. Verification and Certification of Contractor's Bills</b>	Verification of Contractor's bills for payment, based on progress of works at site, measurements of works Certified by the Construction Manager (i.e. Clerk of Works/ Site Supervisor or Construction Management Agency) and in accordance with Conditions of Contract, Drawings and instruction issued.	1 percent in addition to above fees.

**Explanatory Notes:**

- For works costing upto Rs. 1500 M the professional fees may be negotiable between the Architect and the Client.
- When an Architect is engaged to undertake Comprehensive Architectural Services in respect of buildings/ Site Development and/ or Landscape Architectural Services as a follow up of an Urban Design/ Urban Renewal Scheme, his professional fee for Comprehensive Architectural Services/ Landscape Architectural Services shall be reduced by 20%.
- The current value of M is 1000.

# LETTER OF APPOINTMENT

From :

Ref. : .....

To :

Date : .....

Dear Sir,

We have great pleasure in appointing your firm as our architects for Comprehensive Architectural services/ Urban Design/ Landscape Architecture/ Interior Architecture as detailed below :

Project .....

Scope of work .....

Fees .....

Project Completion Period.....

This letter of appointment together with Conditions of Engagement and Scale of Charges of Council of Architecture, as appended herewith, shall govern the agreement. This letter is being sent in duplicate. One copy may please be signed in token of your acceptance and returned to us.

Thanking you,

Yours faithfully,

ACCEPTED

(Signature of Client)

Signature of Architect \_\_\_\_\_

Name of the Architect \_\_\_\_\_

Council of Architecture's  
Registration No. \_\_\_\_\_

Date \_\_\_\_\_

Place \_\_\_\_\_

Seal of the Firm \_\_\_\_\_